



# **Outdoor Learning Shelter Project Manual**

**PROJECT NUMBER  
3213-4416-10**

**LODI UNIFIED SCHOOL DISTRICT**

**February 24, 2024**

**This page is intentionally left blank**



DOCUMENT 00 01 10

## **TABLE OF CONTENTS**

### **Procurement and Contracting Requirements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 01	Project Title Page
	00 01 10	Table of Contents
	00 01 15	List of Drawings and Tables
	00 01 20	List of Schedules

### **Solicitation**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 11 16	Notice to Bidders

### **Instructions for Procurement**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 21 13	Instructions to Bidders
	00 21 13.1	Bidder Information and Forms

### **Available Information**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 31 19	Existing Conditions
	00 31 32	Geotechnical Data

### **Procurement Forms and Supplements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 41 13	Bid Form and Proposal
	00 43 13	Bid Bond
	00 43 36	Designated Subcontractors List
	00 45 01	Site Visit Certification
	00 45 19	Non-Collusion Declaration
	00 45 19.01	Iran Contracting Act Certification
	00 45 26	Workers' Compensation Certification
	00 45 46.01	Prevailing Wage and Related Labor Requirements Certification
	00 45 46.02	Disabled Veteran Business Enterprise Participation Certification
	00 45 46.03	Drug-Free Workplace Certification
	00 45 46.04	Tobacco-Free Environment Certification
	00 45 46.05	Hazardous Materials Certification
	00 45 46.06	Lead-Based Materials Certification
	00 45 46.07	Imported Materials Certification
	00 45 46.08	Criminal Background Investigation/Fingerprinting Certification
	00 45 46.09	Buy American Certification
	00 45 46.10	Roofing Project Certification
	00 45 49	Registered Subcontractors List
	00 45 90	Post Bid Interview



### **Contracting Forms and Supplements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 51 00	Notice of Award
	00 52 13	Agreement Form – Stipulated Sum (Single-Prime Contract)
	00 55 00	Notice to Proceed
	00 56 00	Escrow Bid Documentation
	00 57 00	Escrow Agreement in Lieu of Retention

### **Project Forms**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 61 13.13	Performance Bond
	00 61 13.16	Payment Bond
	00 63 40	Allowance Expenditure Directive Form
	00 63 57	Proposed Change Order Form
	00 63 63	Change Order Form
	00 65 19.26	Agreement and Release of Any and All Claims
	00 65 36	Guarantee Form

### **Conditions of the Contract**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 72 13	General Conditions – Stipulated Sum (Single-Prime Contract)
	00 73 13	Special Conditions
	00 73 56	Hazardous Materials Procedures and Requirements

### **General Requirements**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 11 00	Summary of Work

### **Price and Payment Procedures**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 21 00	Allowance
	01 22 00	Alternatives and Unit Prices
	01 25 13	Product Options and Substitutions
	01 26 00	Changes in the Work
	01 29 00	Application for Payment and Conditional and Unconditional Waiver and Release Forms

### **Administrative Requirements**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 31 19	Project Meetings
	01 32 13	Scheduling of Work
	01 33 00	Submittals
	01 35 13.23	Site Standards
	01 35 16	Alteration Project Procedures
	01 35 43	Environmental Procedures



### **Quality Requirements**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 41 00	Regulatory Requirements
	01 42 13	Abbreviations and Acronyms
	01 42 16	Definitions
	01 42 19	References
	01 43 00	Materials and Equipment
	01 45 16	Field Quality Control Procedures
	01 45 23	Testing and Inspections Services

### **Temporary Facilities and Controls**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 50 00	Temporary Facilities and Controls
	01 50 13	Construction Waste Management and Disposal
	01 52 13	Field Offices

### **Product Requirements**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 61 16.10	Volatile Organic Compound (VOC) Restrictions
	01 64 00	Owner-Furnished Products
	01 66 00	Product Delivery, Storage and Handling

### **Execution and Closeout Requirements**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 71 23	Field Engineering and Construction Surveying
	01 73 29	Cutting and Patching
	01 74 19	Construction Waste Management and Disposal (Including Contractors Waste & Recycling Plan, Contractors Reuse Recycling & Disposal Report)
	01 77 00	Closeout Procedures
	01 78 23	Operation and Maintenance Data
	01 78 36	Warranties (Including Contractor Standard Warranty Form, Subcontractor Standard Warranty Form, Special Extended Warranty Form)
	01 78 39	Record Documents

### **EXISTING CONDITIONS**

<u>Division 2</u>	<u>Section</u>	<u>Title</u>
	02 26 26	Lead Assessment

### **CONCRETE**

<u>Division 3</u>	<u>Section</u>	<u>Title</u>
	NOT USED	



## **MASONRY**

<u>Division 4</u>	<u>Section</u>	<u>Title</u>
	NOT USED	

## **METALS**

<u>Division 5</u>	<u>Section</u>	<u>Title</u>
	NOT USED	

## **WOOD, PLASTICS, AND COMPOSITES**

<u>Division 6</u>	<u>Section</u>	<u>Title</u>
	NOT USED	

## **THERMAL AND MOISTURE PROTECTION**

<u>Division 7</u>	<u>Section</u>	<u>Title</u>
	NOT USED	

## **OPENINGS**

<u>Division 7</u>	<u>Section</u>	<u>Title</u>
	NOT USED	

## **MASONRY**

<u>Division 8</u>	<u>Section</u>	<u>Title</u>
	NOT USED	

## **FINISHES**

<u>Division 9</u>	<u>Section</u>	<u>Title</u>
	09 91 00	Painting

## **SPECIALTIES**

<u>Division 10</u>	<u>Section</u>	<u>Title</u>
	10 14 00	Signage
	10 21 13.10	Plastic Toilet Compartments
	10 28 13	Toilet Accessories

## **EQUIPMENT**

<u>Division 11</u>	<u>Section</u>	<u>Title</u>
	NOT USED	

## **FURNISHINGS**

<u>Division 12</u>	<u>Section</u>	<u>Title</u>
	NOT USED	

## **SPECIAL CONSTRUCTION**

<u>Division 13</u>	<u>Section</u>	<u>Title</u>
	13 34 11	Pre-Engineered Shade Structure



DOCUMENT 00 01 15

**LIST OF DRAWINGS AND TABLES**

**CIVIL**

- C1.1 TITLE SHEET AND DETAIL SHEET
- C2.1 DEMOLITION PLAN
- C3.1 GRADING, DRAINAGE AND PAVING PLAN

**ARCHITECTURE**

- A1.21 CODE INFORMATION SITE PLAN
- A1.22 LOCAL FIRE AUTHORITY SITE ACCESS PLAN
- A1.23 ENLARGED SITE PLAN AND SECTION
- A1.24 ENLARGED PARKING LOT A SITE PLAN
- A2.11 1ST FLOOR - TOILET ROOM IMPROVEMENT PLANS
- A8.11 INTERIOR ELEVATIONS
- A10.1 SITE DETAILS
- A10.2 TYPICAL MOUNTING HEIGHTS AND DETAILS

**PC DRAWINGS**

- RAM1.0 ORDER FORM
- RAM1.1 NOTES AND SPECIAL INSPECTIONS
- RAM2.3 FOUNDATION PLAN DRILLED PIER
- RAM3.1 FRAMING PLAN
- RAM4.2 FRAME CONNECTION DETAILS
- RAM4.3 SECTION DETAILS
- RAM5.1 ARCHITECTURAL VIEWS
- RAM6.1 ROOF CONNECTION DETAILS
- RAM7.0 MISC DESIGN OPTIONS
- RAM7.1 ELECTRICAL CUTOUTS

END OF DOCUMENT



DOCUMENT 00 01 20

**LIST OF SCHEDULES**

The following schedule summarizes the major activity dates (Dates are approximate and actual start dates are subject to change):

a. Bid Dates

- 1) Advertise to Bid (first) February 24, 2024
- 2) Advertise to Bid (second) March 2, 2024
- 3) Pre-Bid Conference/walk Wednesday, March 6, 2024 at 1:00 P.M.
- 4) RFI Due Tuesday, March 12, 2024, by 1:00 P.M.
- 5) Addendum (last) Tuesday, March 19, 2024, by 1:00 P.M.
- 6) Bids Due Monday, March 25, 2024 1:00 P.M.
- 7) Board Award Tuesday, April 2, 2024

b. Contracts

- 1) Bond Preparation April 3 - 10, 2024
- 2) Contract Execution April 11, 2024

c. Pre-Construction Activities

- 1) Start Date April 15, 2024
- 2) Submittals and Approvals April 15, 2024 – May 11, 2024
- 3) Materials Ordering/Stockpiling April 2024 – July 2024
- 4) School Concludes for Summer May 31, 2024

d. Construction

- 1) Date of facility availability June 1, 2024
- 2) Begin turning over spaces to District September 2, 2024

e. Occupancy: The Contractor will turn the grounds over for occupancy as follows:

- 1) Occupancy - Staff September 2, 2024

f. Completion/Close-out

- 1) Substantial Completion Date September 30, 2024
- 2) Complete Minor Finish Work October 7, 2024
- 3) Complete Punch List Work October 21, 2024
- 4) Closeout/Completion November 11, 2024

END OF DOCUMENT





DOCUMENT 00 11 16

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Lodi Unified School District ("District") will receive sealed bids for the following project, **Outdoor Learning Shelter (8 School Sites) Bid No. 3213-4416-10** ("Project" or "Contract"):

2. The Project consists of:

The purchase, construction, and installation of PC lunch shelter structures, including support foundations, including related site work. Upgrades to existing toilet rooms and path of travel as required. Other work as shown in the documents and as required for a complete an operational project.

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

**Class A and/or B**

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

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

Contract Documents will be available on or after **February 24, 2024**, for review at the District Facilities Office, 880 N. Guild Ave., Lodi, CA 95240 and may be downloaded from the District's website: [www.lodiUSD.net/about/bonds](http://www.lodiUSD.net/about/bonds), under the **"Facilities and Planning (F&P) Projects"**. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

- A. Builder's Exchange of Stockton: 209-478-1000
- B. Builder's Exchange of Sacramento: 916-442-8991
- C. Valley Builder's Exchange: 209-552-9031

5. **Sealed bids will be received until 1:00 p.m., March 25, 2024**, at the District Facilities Office, 880 N. Guild Ave., Lodi, California 95240, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
6. Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$1 million or more using or planning to use state bond fund. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder.



7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
8. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Lodi Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
9. A mandatory pre-bid conference and site visit will be held on Wednesday, March 6, 2024, at 1:00 p.m. at Millswood Middle School, 233 N. Mills Ave., Lodi, CA 95242. All participants are required to meet and sign in at the Flag Pole. The site visit is expected to take approximately Two (2) Hours. Failure to attend or tardiness will render bid ineligible.
10. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
11. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
12. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
14. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
15. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. This Project is also subject to Buy American requirements.



16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.
17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT



DOCUMENT 00 21 13.1

**BIDDER INFORMATION AND FORMS**

Pursuant to Public Contract Code §20111.6, effective January 1, 2014, school districts are required to conduct a prequalification process for General Contractors, and Mechanical, Electrical and Plumbing Subcontractors for projects over \$1,000,000. Only those contractors who submitted a prequalification application and were notified that they qualified may submit bids on this project. Prequalification can be completed on the PQBids website using [www.pqbids.com/lodi](http://www.pqbids.com/lodi). The District must receive applications at least ten (10) business days prior to the scheduled proposal submission deadline on this advertised project.

END OF DOCUMENT



DOCUMENT 00 21 13

### **INSTRUCTIONS TO BIDDERS**

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

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

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

**OUTDOOR LEARNING SHELTER (8 SCHOOL SITES),  
3213-4416-10**

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. The District has prequalified bidders pursuant to Public Contract Code section 20111.5. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered.
4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
  - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
  - b. Bids must be submitted to the **Facilities and Planning Office, 880 N. Guild Ave., Lodi, CA 95240** by date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
6. Bids will be opened at or after the time indicated for receipt of bids.
7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or



otherwise recreated version of the Bid Form and Proposal or other District-provided document.

9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form, or other security.
  - b. Designated Subcontractors List.
  - c. Site Visit Certification, if a site visit was required.
  - d. Non-Collusion Declaration.
  - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
11. Each bidder shall submit with their duly executed Bid Form a set of Manufacturer's structural and architectural plans and structural calculations for this design bearing a PC previously approved by DSA under the 2022 CBC. Specifications from said previous job are not required. This set shall bear a stamp of approval by DSA. This set shall be provided for determining bidder's ability to perform within the time limits of this specific project and shall show the PC number.
12. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
13. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
14. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required



by law shall result in bid being deemed nonresponsive and the bid will not be considered.

15. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
  - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
  - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
    - (1) The subcontractor is registered prior to the bid opening.
    - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
    - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
16. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
17. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
18. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

Since the Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal



funding. If a conflict exists with a state requirement, the more stringent provision shall control.

19. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Submit forms within four (4) days after Notice of Award.
20. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
  - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
  - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
  - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;





- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
  - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
  - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
  - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to



the Site that has been utilized by Architect in preparing the Contract Documents.

- (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
21. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
  - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
  - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
  - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
22. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
23. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Ryan Lancaster, District Lead Construction Project Specialist at [rlancaster@lodiUSD.net](mailto:rlancaster@lodiUSD.net). Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by



Addenda and will be made available to all parties recorded by the District as having attended the pre-bid conference and site visit, and made available as posted on the District's website at [www.lodiUSD.net/about/bonds](http://www.lodiUSD.net/about/bonds). Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

24. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
25. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
26. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
27. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
28. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
  - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
  - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
  - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.



- d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
29. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
  - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
  - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - e. Insurance Certificates and Endorsements as required.
  - f. Workers' Compensation Certification.
  - g. Prevailing Wage and Related Labor Requirements Certification.
  - h. Disabled Veteran Business Enterprise Participation Certification.
  - i. Drug-Free Workplace Certification.
  - j. Tobacco-Free Environment Certification.
  - k. Hazardous Materials Certification.
  - l. Lead-Based Materials Certification.
  - m. Imported Materials Certification.
  - n. Criminal Background Investigation/Fingerprinting Certification.
  - o. Buy American Certification.
  - p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
30. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.



Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
  - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
    - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
    - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
      - (i) The subcontractor is registered prior to the bid opening.
      - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
      - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
31. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District.



District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

32. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
33. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
34. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT



DOCUMENT 00 31 19

## **EXISTING CONDITIONS**

### **1. Summary**

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

### **2. Reports and Information on Existing Conditions**

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by the Lodi Unified School District ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
  - (1) Original Construction Drawings.
  - (2) Civil Engineering Site Survey.

### **3. Use of Information**

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





- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.
- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

#### **4. Investigations/Site Examinations**

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT





DOCUMENT 00 31 32

## **GEOTECHNICAL DATA**

### **1. Summary**

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

### **2. Geotechnical Reports**

- a. Geotechnical reports may have been prepared for and around the Site and/or in connection with the Work by soil investigation engineers hired by Lodi Unified School District ("District"), and its consultants, contractors, and tenants.
- b. Geotechnical reports may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports are **not** part of the Contract Documents.
- c. The reports and drawings of physical conditions that may relate to the Project are the following:

N/A

### **3. Use of Data**

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

#### **4. Limited Reliance Permitted on Certain Information**

- a. Reference is made herein for identification of:

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

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

- b. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:
- (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
  - (2) The term "technical data" shall not include the location of underground facilities.
  - (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
  - (4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

#### **5. Investigations/Site Examinations**

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



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

END OF DOCUMENT



DOCUMENT 00 41 13

**BID FORM AND PROPOSAL**

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

From: \_\_\_\_\_  
**(Proper Name of Bidder)**

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 3213-4416-10

**OUTDOOR LEARNING SHELTER (8 SCHOOL SITES)**

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

_____ dollars	\$ _____
<b>BASE BID</b>	

**Allowance 10%**

_____ dollars	\$ _____
<b>Allowance 10%</b>	

**Total Bid**

_____ dollars	\$ _____
<b>Total Bid</b>	

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



**Additional Detail Regarding Calculation of Base Bid**

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

**SCHEDULE OF UNIT PRICES**

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

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

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

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

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



Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
  - Iran Contracting Act Certification
  - PC Drawings
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a(n) A and/or B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent



conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Name of Bidder: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

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

Title of Signer: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Taxpayer Identification No. of Bidder: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web Page: \_\_\_\_\_

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

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

END OF DOCUMENT



DOCUMENT 00 43 13

**BID BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_, as Principal ("Principal"),

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project:

**OUTDOOR LEARNING SHELTER (8 SCHOOL SITES)** ("Project" or "Contract").

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

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





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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

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

END OF DOCUMENT



DOCUMENT 00 43 36

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

PROJECT: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**

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

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

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

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

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_



**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 01

**SITE VISIT CERTIFICATION**

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

PROJECT: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**

Check option that applies:

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

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

Bidder fully indemnifies the Lodi Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

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

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 19

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

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,  
[Date]

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

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

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 19.01

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

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**

\_\_\_\_\_ between the Lodi Unified School District  
("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or  
"Project").

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

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

- ☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in  
investment activities in Iran created by the California Department of General  
Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a  
financial institution extending twenty million dollars (\$20,000,000) or more in credit  
to another person, for 45 days or more, if that other person will use the credit to  
provide goods or services in the energy sector in Iran and is identified on the current  
list of persons engaged in investment activities in Iran created by DGS.
- ☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the  
certification requirement pursuant to Public Contract Code sections 2203(c) and (d).  
*A copy of the written documentation demonstrating the exemption approval is  
included with our bid/proposal.*

**CERTIFICATION:**

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

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

END OF DOCUMENT



DOCUMENT 00 45 26

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**  
\_\_\_\_\_ between the Lodi Unified School District ("District") and  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or  
"Project").

Labor Code section 3700, in relevant part, provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

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

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 46.01

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**  
\_\_\_\_\_ between the Lodi Unified School District ("District") and  
\_\_\_\_\_ ("Contractor" or "Bidder")  
("Contract" or "Project").

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

**[IF THIS PROJECT USES FEDERAL FUNDS, DISTRICT SHOULD INCLUDE THE FOLLOWING]** I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

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

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

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

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

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

END OF DOCUMENT





DOCUMENT 00 45 46.02

**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**  
between the Lodi Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

**GENERAL INSTRUCTIONS**

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

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

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

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



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

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

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

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

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



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

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

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

IF THE DVBE.....	THEN.....		AND.....	
was selected to participate	Check “YES” in the “SELECTED” column		include a copy of their DVBE letter(s) from OSDS	
was <b>NOT</b> selected to participate	Check “NO” in the “SELECTED” column		state why in the “REASON NOT SELECTED” column	
did not respond to your solicitation	Check the “NO RESPONSE” column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

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



**CERTIFICATION**

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

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

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

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 46.03

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**  
between the Lodi Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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



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

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

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

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

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

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 46.04

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**  
between the Lodi Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

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

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 46.05

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**  
between Lodi Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

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

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

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

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

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

END OF DOCUMENT





DOCUMENT 00 45 46.06

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**  
between the Lodi Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

**1. Lead as a Health Hazard**

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

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

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

**2. Overview of California Law**

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



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

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

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

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

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

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



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

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

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

**4. Contractor's Liability**

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

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

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

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

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

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.



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

Date:

---

Proper Name of Contractor:

---

Signature:

---

Print Name:

---

Title:

---

END OF DOCUMENT



DOCUMENT 00 45 46.07

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**  
between the Lodi Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer  
☐ Wholesaler ☐ Broker ☐ Retailer  
☐ Distributor ☐ Other \_\_\_\_\_

Type of Entity ☐ Corporation ☐ General Partnership  
☐ Limited Partnership ☐ Limited Liability Company  
☐ Sole Proprietorship ☐ Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

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

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

Proper Name of Firm: \_\_\_\_\_

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 46.08

**CRIMINAL BACKGROUND INVESTIGATION**  
**/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites**  
between the Lodi Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

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

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or



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

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

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

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

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

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

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

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

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

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

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

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

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

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

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



DOCUMENT 00 45 46.09

**BUY AMERICAN CERTIFICATION**

PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites**  
between the Lodi Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

**CERTIFICATION**

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

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

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

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

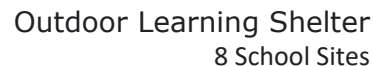
Signature: \_\_\_\_\_

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

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

END OF DOCUMENT





## ROOFING PROJECT CERTIFICATION

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school building where the project is either for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

I, \_\_\_\_\_, \_\_\_\_\_, certify that I have not  
[Name] [Name of Firm]  
offered, given, or agreed to give, received, accepted, or agreed to accept, any gift,  
contribution, or any financial incentive whatsoever to or from any person in connection with  
the roofing project contract. As used in this certification, "person" means any natural  
person, business, partnership, corporation, union, committee, club, or other organization,  
entity, or group of individuals.

Furthermore, I, \_\_\_\_\_, \_\_\_\_\_, certify that  
 [Name] [Name of Firm]  
 I do not have, and throughout the duration of the contract, I will not have, any financial  
 relationship in connection with the performance of this contract with any architect, engineer,  
 roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed  
 below.

I, \_\_\_\_\_, \_\_\_\_\_, have the following  
[Name] [Name of Firm]  
financial relationships with an architect, engineer, roofing consultant, materials  
manufacturer, distributor, or vendor, or other person in connection with the following  
roofing project contract (provide Name and Address of Building, and Contract Date and  
Number):

---

---

---

---

---

---



By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

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

Proper Name of Firm: \_\_\_\_\_

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 49

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

PROJECT: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**

Date Submitted (for Updates): \_\_\_\_\_

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

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

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

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_



**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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

Portion of Work: \_\_\_\_\_

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

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

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

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

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

END OF DOCUMENT



DOCUMENT 00 45 90

## **POST BID INTERVIEW**

### **PART 1 – GENERAL**

#### **1.01 SUMMARY**

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

#### **1.02 REQUIRED ATTENDANCE**

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
- C. Failure to attend the Post Bid Interview will be considered just cause for the District to reject the Bid.

#### **1.03 POST BID INTERVIEW PROCEDURE**

- A. The Construction Manager will review the Bid with the attendees.
- B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:
  - (1) Insurance
  - (2) Bonding
  - (3) Addenda
  - (4) Pre-Bid Clarifications
  - (5) Scope of Work
  - (6) Bid Packages Descriptions
  - (7) Bid Alternates
  - (8) Contract Plans
  - (9) Contract Specifications
  - (10) Project Schedule and Schedule Requirements
  - (11) Critical Dates Requirement for Other Bid Packages



- (12) Prevailing Wage Requirements
- (13) Liquidated Damages
- (14) Required Documentation for Contract Administration
- (15) Contract Coordination Requirements

#### **1.04 POST BID INTERVIEW DOCUMENTATION**

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



## **POST BID INTERVIEW**

### **CONSTRUCTION MANAGER**

[Name]

[Address 1]

[Address 2]

[Phone]

[Fax]

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

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

#### **I. INTRODUCTIONS:**

A. Present

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
CONTRACTOR

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

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

#### **II. PROPOSED CONTRACT:**

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

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

#### **IV. CONTRACTUAL REQUIREMENTS:**

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



- C. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? Yes No
1. Cost for bond: \_\_\_\_\_% Yes No
2. Is the cost of your bond in your base bid? Yes No
3. Is your surety licensed to issue bonds in California? Yes No
- D. Do you understand the fingerprinting requirements? Yes No
- E. Is it understood that all workers must be paid prevailing wage? Yes No
- F. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? Yes No
- V. SCOPE OF WORK:
- A. Acknowledged Receipt of Addenda #1-\_\_\_\_ Yes No
- B. Are the costs for addenda items included in your bid? (if applicable) Yes No
- C. Do you have a complete understanding of your Scope of Work under the proposed Agreement? Yes No
- D. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? Yes No
- If yes, please identify them.
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
- Is (are) there additional cost(s) for the above item(s)? Yes No
- E. Have you reviewed bid alternative(s) #1-\_\_\_\_? (if applicable) Yes No
- F. Are the costs for bid alternatives included in your bid? Yes No
- G. Are the plans and specifications clear and understandable to your satisfaction? Yes No
- H. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No





VI. SCHEDULE:

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

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

2. Can you meet the submittal deadline? Yes No

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

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

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

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

VII. EXECUTION OF WORK

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

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

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

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



VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

IX. CONTRACTOR

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

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

[Company Name]

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

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

X. CONSTRUCTION MANAGER

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

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

Title of Document: POST BID INTERVIEW

Number of Pages: \_\_\_\_\_

Date of Document: \_\_\_\_\_

END OF DOCUMENT



DOCUMENT 00 51 00

**NOTICE OF AWARD**

Dated: \_\_\_\_\_ 20\_\_

To: \_\_\_\_\_ (Contractor)

To: \_\_\_\_\_  
(Address)

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

PROJECT: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**

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

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

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

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

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

- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.



- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Buy American Certification.
- p. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
- q. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

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

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

**LODI UNIFIED SCHOOL DISTRICT**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT



DOCUMENT 00 52 13

**AGREEMENT**

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

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

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

**OUTDOOR LEARNING SHELTER (8 SCHOOL SITES)  
PROJECT NO. 3213-4416-10**

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

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

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed by **September 30, 2024** from the date specified in the District's Notice to Proceed.

5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred Dollars (\$ 500.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

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

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

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

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.



- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **Class A and/or B** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 15.** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for



construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

\_\_\_\_\_ **Dollars**  
( \$ \_\_\_\_\_ ),

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

- 17. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 18. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 19. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

**CONTRACTOR**

**LODI UNIFIED SCHOOL DISTRICT**

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

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

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

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

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

END OF DOCUMENT





DOCUMENT 00 55 00

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_\_\_

TO: \_\_\_\_\_  
("Contractor")

ADDRESS: \_\_\_\_\_

PROJECT: **Outdoor Learning Shelter (8 School Sites)**

PROJECT/CONTRACT NO.: **3213-4416-10** between the Lodi Unified School District and Contractor ("Contract").

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

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

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. A complete subcontractors list, including the name, address, telephone number, email address, facsimile number, California State Contractors License number, license classification, Department of Industrial Relations registration number, and monetary value of all Subcontracts.

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

LODI UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT



DOCUMENT 00 56 00

## **ESCROW BID DOCUMENTATION**

### **1. Requirement to Escrow Bid Documentation**

- a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

### **2. Ownership of Escrow Bid Documentation**

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



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

### **3. Format and Contents of Escrow Bid Documentation**

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

### **4. Submittal of Escrow Bid Documentation**

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.



- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

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

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
  - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
  - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
  - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.
  - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the



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

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

END OF DOCUMENT



DOCUMENT 00 57 00

**ESCROW AGREEMENT IN LIEU OF RETENTION**  
**(Public Contract Code Section 22300)**

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

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

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
  - ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. \_\_\_\_\_ entered into between District and Contractor for the \_\_\_\_\_ Project, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) dated, \_\_\_\_\_, 20\_\_\_\_, (the "Contract"); **or**
  - ☐ On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

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

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

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.



4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$\_\_\_\_\_ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address



On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

On behalf of District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

END OF DOCUMENT





DOCUMENT 00 61 13.13

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

**3213-4416-10 - Outdoor Learning Shelter (8 School Sites)**

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

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

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

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

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

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

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



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

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

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

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

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

_____ Principal	_____ Surety
_____ By	_____ By
	_____ Name of California Agent of Surety
	_____ Address of California Agent of Surety
	_____ Telephone No. of California Agent of Surety

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

END OF DOCUMENT



DOCUMENT 00 63 40

**ALLOWANCE EXPENDITURE DIRECTIVE FORM**

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

**ALLOWANCE  
EXPENDITURE  
DIRECTIVE NO.:**

**ALLOWANCE EXPENDITURE DIRECTIVE**

**Project:** \_\_\_\_\_

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

**Bid No.:** \_\_\_\_\_

**DSA File No. :** \_\_\_\_\_

**DSA Appl. No.** \_\_\_\_\_

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

**Owner Name, Address, Telephone:**

**Contractor Name, Address, Telephone:**

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

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

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

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



____ [#] _____ Calendar Days Extension (zero days unless otherwise indicated)  Current Completion Date: ____ [DATE] ____	Amount of this Allowance Expenditure Directive:	\$ _____
---	--	----------

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

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

It is expressly understood that the authorized allowance expenditure and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

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

END OF DOCUMENT



DOCUMENT 00 63 57

**PROPOSED CHANGE ORDER FORM**

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

**PCO NO.:**

**Project:** \_\_\_\_\_  
**Bid No.:** \_\_\_\_\_  
**RFI #:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**DSA File No.:** \_\_\_\_\_  
**DSA Appl. No.:** \_\_\_\_\_

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

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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



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

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.* It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

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

**SUBMITTED BY:**

Contractor:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

END OF DOCUMENT



DOCUMENT 00 63 63

**CHANGE ORDER FORM**

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

**CHANGE ORDER NO.:**

**CHANGE ORDER**

**Project:** \_\_\_\_\_  
**Bid No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**DSA File No.:** \_\_\_\_\_  
**DSA Appl. No.:** \_\_\_\_\_

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

**Owner:** \_\_\_\_\_  
[Name / Address]  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor:** \_\_\_\_\_  
[Name / Address]  
\_\_\_\_\_  
\_\_\_\_\_

**Architect:** \_\_\_\_\_  
[Name / Address]  
\_\_\_\_\_  
\_\_\_\_\_

**Project Inspector:** \_\_\_\_\_  
[Name / Address]  
\_\_\_\_\_  
\_\_\_\_\_

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows:		Original Contract Amount:	\$
Previous Completion Date: __[Date]		Amount of Previously Approved Change Order(s):	\$
_____[#] Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	\$
Current Completion Date: __[Date]		Contract Amount:	\$



The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

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

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District:

Contractor:

\_\_\_\_\_  
[Name]                      Date

\_\_\_\_\_  
[Name]                      Date

Architect:

Project Inspector:

\_\_\_\_\_  
[Name]                      Date

\_\_\_\_\_  
[Name]                      Date

END OF DOCUMENT





DOCUMENT 00 65 19.26

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

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

RECITALS:

1. District and Contractor entered into PROJECT/CONTRACT NO.: **3213-4416-10 - Outdoor Learning Shelter (8 School Sites)** ("Contract" or "Project") in the County of \_\_\_\_\_, California.
2. The Work under the Contract was completed on \_\_\_\_\_, and a Notice of Completion was recorded with the County Recorder on \_\_\_\_\_.

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

**AGREEMENT AND RELEASE**

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

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____
4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 6 and the continuing obligations described in Paragraph 8 hereof.



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

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

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

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the District.
10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

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

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



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

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

LODI UNIFIED SCHOOL DISTRICT

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

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

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

CONTRACTOR: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**GUARANTEE FORM**

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

**OUTDOOR LEARNING SHELTER (8 SCHOOL SITES) PROJECT NO. 3213-4416-10**

("Project" or "Contract") has been performed in accordance with the requirements of the  
Contract Documents and that the Work as installed will fulfill the requirements of the  
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be  
defective in workmanship or material together with any other adjacent Work that may be  
displaced in connection with such replacement within a period of Two (2) year(s) from the  
date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary  
wear and tear and unusual abuse or neglect excepted. The date of completion is  
\_\_\_\_\_, 20\_\_\_\_.

In the event of the undersigned's failure to comply with the above-mentioned conditions  
within a reasonable period of time, as determined by the District, but not later than seven  
(7) days after being notified in writing by the District, the undersigned authorizes the  
District to proceed to have said defects repaired and made good at the expense of the  
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

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

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

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

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

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

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

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

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

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

END OF DOCUMENT



DOCUMENT 00 72 13

**TABLE OF CONTENTS**

	<u>Page</u>
1. CONTRACT TERMS AND DEFINITIONS .....	1
1.1 Definitions.....	1
1.2 Laws Concerning the Contract .....	6
1.3 No Oral Agreements .....	6
1.4 No Assignment.....	6
1.5 Notice and Service Thereof .....	7
1.6 No Waiver .....	7
1.7 Substitutions for Specified Items .....	7
1.8 Materials and Work.....	7
2. [RESERVED] .....	9
3. ARCHITECT .....	9
4. CONSTRUCTION MANAGER.....	10
5. INSPECTOR, INSPECTIONS, AND TESTS .....	10
5.1 Project Inspector.....	10
5.2 Tests and Inspections .....	11
5.3 Costs for After Hours and/or Off Site Inspections .....	11
6. CONTRACTOR .....	11
6.1 Status of Contractor .....	12
6.2 Project Inspection Card(s) .....	12
6.3 Contractor's Supervision.....	12
6.4 Duty to Provide Fit Workers .....	13
6.5 Field Office .....	13
6.6 Purchase of Materials and Equipment .....	13



6.7	Documents on Work .....	13
6.8	Preservation of Records.....	14
6.9	Integration of Work .....	15
6.10	Notifications .....	15
6.11	Obtaining of Permits, Licenses and Registrations.....	16
6.12	Royalties and Patents.....	16
6.13	Work to Comply With Applicable Laws and Regulations .....	16
6.14	Safety/Protection of Persons and Property .....	17
6.15	Working Evenings and Weekends.....	20
6.16	Cleaning Up.....	20
7.	SUBCONTRACTORS .....	21
8.	OTHER CONTRACTS/CONTRACTORS .....	22
9.	DRAWINGS AND SPECIFICATIONS.....	23
10.	CONTRACTOR'S SUBMITTALS AND SCHEDULES.....	24
10.1	Schedule of Work, Schedule of Submittals, and Schedule of Values .....	24
10.2	Monthly Progress Schedule(s) .....	27
10.3	Material Safety Data Sheets (MSDS) .....	27
11.	SITE ACCESS, CONDITIONS, AND REQUIREMENTS .....	27
11.1	Site Investigation .....	27
11.2	Soils Investigation Report.....	28
11.3	Access to Work .....	28
11.4	Layout and Field Engineering .....	28
11.5	Utilities .....	29
11.6	Sanitary Facilities .....	29
11.7	Surveys .....	29
11.8	Regional Notification Center.....	29
11.9	Existing Utility Lines .....	29



11.10	Notification.....	30
11.11	Hazardous Materials .....	30
11.12	No Signs .....	30
12.	TRENCHES .....	30
12.1	Trenches Greater Than Five Feet .....	30
12.2	Excavation Safety.....	30
12.3	No Tort Liability of District .....	31
12.4	No Excavation without Permits .....	31
12.5	Discovery of Hazardous Waste and/or Unusual Conditions .....	31
13.	INSURANCE AND BONDS.....	32
13.1	Insurance.....	32
13.2	Contract Security - Bonds.....	36
14.	WARRANTY/GUARANTEE/INDEMNITY .....	37
14.1	Warranty/Guarantee.....	37
14.2	Indemnity and Defense .....	37
15.	TIME .....	39
15.1	Notice to Proceed .....	39
15.2	Computation of Time / Adverse Weather.....	40
15.3	Hours of Work .....	40
15.4	Progress and Completion .....	41
15.5	Schedule.....	41
15.6	Expeditious Completion .....	41
16.	EXTENSIONS OF TIME – LIQUIDATED DAMAGES .....	41
16.1	Liquidated Damages .....	41
16.2	Excusable Delay .....	42
16.3	No Additional Compensation for Delays Within Contractor’s Control .....	42
16.4	Float or Slack in the Schedule .....	43



17.	CHANGES IN THE WORK .....	43
17.1	No Changes Without Authorization .....	43
17.2	Architect Authority .....	44
17.3	Change Orders.....	44
17.4	Construction Change Directives .....	44
17.5	Force Account Directives .....	45
17.6	Price Request .....	46
17.7	Proposed Change Order.....	46
17.8	Format for Proposed Change Order .....	48
17.9	Change Order Certification.....	50
17.10	Determination of Change Order Cost .....	50
17.11	Deductive Change Orders .....	50
17.12	Addition or Deletion of Alternate Bid Item(s) .....	51
17.13	Discounts, Rebates, and Refunds.....	51
17.14	Accounting Records .....	51
17.15	Notice Required .....	51
17.16	Applicability to Subcontractors .....	52
17.17	Alteration to Change Order Language.....	52
17.18	Failure of Contractor to Execute Change Order .....	52
18.	REQUEST FOR INFORMATION .....	52
19.	PAYMENTS .....	52
19.1	Contract Price .....	52
19.2	Applications for Progress Payments.....	52
19.3	Progress Payments .....	55
19.4	Decisions to Withhold Payment.....	57
19.5	Subcontractor Payments .....	59
20.	COMPLETION OF THE WORK .....	60





20.1	Completion.....	60
20.2	Close-Out/Certification Procedures.....	60
20.3	Final Inspection .....	61
20.4	Costs of Multiple Inspections.....	62
20.5	Partial Occupancy or Use Prior to Completion .....	62
21.	FINAL PAYMENT AND RETENTION .....	63
21.1	Final Payment.....	63
21.2	Prerequisites for Final Payment .....	63
21.3	Retention .....	64
21.4	Substitution of Securities.....	64
22.	UNCOVERING OF WORK.....	64
23.	NONCONFORMING WORK AND CORRECTION OF WORK .....	65
23.1	Nonconforming Work .....	65
23.2	Correction of Work .....	65
23.3	District's Right to Perform Work .....	65
24.	TERMINATION AND SUSPENSION .....	66
24.1	District's Right to Terminate Contractor for Cause .....	66
24.2	Termination of Contractor for Convenience.....	69
24.3	Suspension of Work .....	70
25.	CLAIMS PROCESS .....	70
25.1	Performance during Claim Process .....	70
25.2	Definition of Claim.....	70
25.3	Claims Presentation .....	71
25.4	Claim Resolution pursuant to Public Contract Code section 9204 .....	72
25.5	Subcontractor Pass-Through Claims .....	73
25.6	Government Code Claim Act Claim.....	74



25.7	Claim Resolution pursuant to Public Contract Code section 20104 et seq. ....	74
25.8	Claim Resolution Non-Applicability .....	76
25.9	Attorney’s Fees .....	76
26.	STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS .....	76
26.1	Labor Compliance and Enforcement .....	76
26.2	Wage Rates, Travel, and Subsistence .....	76
26.3	Hours of Work .....	77
26.4	Payroll Records .....	78
26.5	[RESERVED] .....	79
26.6	Apprentices .....	79
26.7	Non-Discrimination .....	80
26.8	Labor First Aid .....	81
27.	[RESERVED] .....	81
28.	MISCELLANEOUS .....	81
28.1	Assignment of Antitrust Actions .....	81
28.2	Excise Taxes .....	82
28.3	Taxes .....	82
28.4	Shipments .....	82
28.5	Compliance with Government Reporting Requirements .....	82

**GENERAL CONDITIONS**

**1. CONTRACT TERMS AND DEFINITIONS**

**1.1 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.1.20 Dispute:** A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

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

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

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

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

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

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

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

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

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

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

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

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

**1.1.31 Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 Laws Concerning the Contract**

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

## **1.3 No Oral Agreements**

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

## **1.4 No Assignment**

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



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

## **1.5        Notice and Service Thereof**

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

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

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

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

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

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

## **1.6        No Waiver**

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

## **1.7        Substitutions for Specified Items**

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

## **1.8        Materials and Work**

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

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

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

**1.8.4** For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

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

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

**1.8.7** Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

**1.8.7.1** If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

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

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

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

**2. [RESERVED]**

**3. ARCHITECT**

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

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

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

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

#### **4. CONSTRUCTION MANAGER**

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

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

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

#### **5. INSPECTOR, INSPECTIONS, AND TESTS**

##### **5.1 Project Inspector**

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

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

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

## **5.2 Tests and Inspections**

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

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

**5.2.3** The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, which must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

**5.2.4** Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

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

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

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

## **6. CONTRACTOR**

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

## **6.1      Status of Contractor**

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

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

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

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

## **6.2      Project Inspection Card(s)**

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

## **6.3      Contractor's Supervision**

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

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

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

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

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

#### **6.4 Duty to Provide Fit Workers**

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

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

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

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

#### **6.5 Field Office**

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

#### **6.6 Purchase of Materials and Equipment**

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

#### **6.7 Documents on Work**

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

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

#### **6.7.2 Daily Job Reports.**

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

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

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

#### **6.8 Preservation of Records**

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



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

## **6.9 Integration of Work**

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

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

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

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

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

## **6.10 Notifications**

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

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

### **6.11 Obtaining of Permits, Licenses and Registrations**

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

### **6.12 Royalties and Patents**

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

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

### **6.13 Work to Comply With Applicable Laws and Regulations**

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

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

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

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

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

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

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

**6.13.1.7** Americans with Disabilities Act

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

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

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

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

**6.13.1.12** California Art Preservation Act

**6.13.1.13** U. S. Copyright Act

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

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

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

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

#### **6.14      Safety/Protection of Persons and Property**

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

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

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

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

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

**6.14.6** Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

**6.14.7** Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

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

**6.14.9** Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

**6.14.10** Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

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

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

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

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

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

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

**6.14.17** Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

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

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

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

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

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

#### **6.15 Working Evenings and Weekends**

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

#### **6.16 Cleaning Up**

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

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

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

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

## **7. SUBCONTRACTORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8. OTHER CONTRACTS/CONTRACTORS**

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

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

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

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

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



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

## **9. DRAWINGS AND SPECIFICATIONS**

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

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

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

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

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

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

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

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

**9.9 Ownership of Drawings**

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

**10. CONTRACTOR'S SUBMITTALS AND SCHEDULES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **10.2      Monthly Progress Schedule(s)**

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

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

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

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

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

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

## **10.3      Material Safety Data Sheets (MSDS)**

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Contractor is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

## **11.      SITE ACCESS, CONDITIONS, AND REQUIREMENTS**

### **11.1      Site Investigation**

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

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

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

## **11.2      Soils Investigation Report**

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

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

## **11.3      Access to Work**

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

## **11.4      Layout and Field Engineering**

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

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

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

**11.5 Utilities**

Utilities shall be provided as indicated in the Specifications.

**11.6 Sanitary Facilities**

Sanitary facilities shall be provided as indicated in the Specifications.

**11.7 Surveys**

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

**11.8 Regional Notification Center**

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

**11.9 Existing Utility Lines**

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

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

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

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

#### **11.10 Notification**

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

#### **11.11 Hazardous Materials**

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

#### **11.12 No Signs**

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

### **12. TRENCHES**

#### **12.1 Trenches Greater Than Five Feet**

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

#### **12.2 Excavation Safety**

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety



Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

### **12.3      No Tort Liability of District**

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

### **12.4      No Excavation without Permits**

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

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

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

**12.5.1.1** Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

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

**12.5.1.3** Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**12.5.2** The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

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

### **13. INSURANCE AND BONDS**

#### **13.1 Insurance**

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

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

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

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

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

##### **13.1.2 Excess Liability Insurance**

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

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

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

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

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

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

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

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

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

#### **13.1.6 Pollution Liability Insurance**

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

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

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

**13.1.6.3** If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

**13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates**

**13.1.7.1** Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

**13.1.7.2** Endorsements, certificates, and insurance policies shall include the following:

**13.1.7.2.1** A clause stating:

"This policy shall not be canceled and the coverage amounts shall not be reduced until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

**13.1.7.2.2** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

**13.1.7.2.3** All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

**13.1.7.3** No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect, and Construction Manager stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

**13.1.7.4** Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

**13.1.7.5** Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

**13.1.7.6** All endorsements shall waive any right to subrogation against any of the named additional insureds.

**13.1.7.7** Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

**13.1.7.8** The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

**13.1.7.9** Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

### **13.1.8 Insurance Policy Limits**

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	<b>\$2,000,000 per occurrence; \$4,000,000 aggregate</b>
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$1,000,000
<b>Workers’ Compensation</b>		Statutory limits pursuant to State law
<b>Employers’ Liability</b>		\$1,000,000
<b>Builder’s Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.
<b>Pollution Liability</b>		\$1,000,000 per claim; \$2,000,000 aggregate

### **13.2 Contract Security - Bonds**

**13.2.1** Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

**13.2.1.1** Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

**13.2.1.2** Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

**13.2.2** Cost of bonds shall be included in the Bid and Contract Price.

**13.2.3** All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

## **14. WARRANTY/GUARANTEE/INDEMNITY**

### **14.1 Warranty/Guarantee**

**14.1.1** The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

**14.1.2** In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

**14.1.2.1** The acceptance by the District, or its agent, of the Work, subject to these General Conditions, or

**14.1.2.2** The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

**14.1.3** If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

**14.1.4** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

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

### **14.2 Indemnity and Defense**

**14.2.1** To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect, and the Construction Manager, their consultants and separate contractors, and their respective board

members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations.

**14.2.2** Contractor shall also defend, at its own expense, Indemnitees against all suits, claims, allegations, damages, losses, and expenses, including but not limited to attorneys' fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability, and/or to any extent that would render these provisions void or unenforceable. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. This obligation of defense is inclusive of fees and costs. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any party or person described herein. This defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations. The Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein.

**14.2.3** Without limitation of the provisions herein, if the Contractor's agreement to indemnify and hold harmless the Indemnitees or its agreement to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to



indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

**14.2.4** Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

**14.2.5** In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**14.2.6** The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have received written agreement from the Contractor that they will unconditionally defend the District, Architect and Construction Manager, their officers, agents and employees, and pay any damages due by reason of settlement or judgment.

**14.2.7** The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

## **15. TIME**

### **15.1 Notice to Proceed**

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

**15.1.2** In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

**15.1.3** If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a

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

## **15.2      Computation of Time / Adverse Weather**

**15.2.1**      The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

**15.2.1.1**    The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

**15.2.1.2**    Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

**15.2.1.3**    The Contractor's crew is dismissed as a result of the Adverse Weather;

**15.2.1.4**    Said delay adversely affects the critical path in the Construction Schedule; and

**15.2.1.5**    Exceeds twelve (12) days of delay per year.

**15.2.2**      If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

**15.2.3**      The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

**15.2.4**      The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

## **15.3      Hours of Work**

### **15.3.1      Sufficient Forces**

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

### **15.3.2      Performance During Working Hours**

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

### **15.3.3 No Work during State Testing**

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

## **15.4 Progress and Completion**

### **15.4.1 Time of the Essence**

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

### **15.4.2 No Commencement Without Insurance or Bonds**

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

## **15.5 Schedule**

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

## **15.6 Expeditious Completion**

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

## **16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

### **16.1 Liquidated Damages**

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

## **16.2      Excusable Delay**

**16.2.1** Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

**16.2.2** Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

**16.2.3** In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

**16.2.3.1** The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

**16.2.3.2** Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Schedule Analysis"). Such Schedule Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A portion of any delay of seven (7) days or more must be provided.)

**16.2.3.3** A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

## **16.3      No Additional Compensation for Delays Within Contractor's Control**

**16.3.1** Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation.

Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

**16.3.2** Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

**16.3.2.1** The District is responsible for the delay;

**16.3.2.2** The delay is unreasonable under the circumstances involved;

**16.3.2.3** The delay was not within the contemplation of the District and Contractor; and

**16.3.2.4** Contractor timely complies with the claims procedure of the Contract Documents.

#### **16.4 Float or Slack in the Schedule**

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

### **17. CHANGES IN THE WORK**

#### **17.1 No Changes Without Authorization**

**17.1.1** There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

**17.1.2** Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

**17.1.3** Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor, and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

**17.1.4** Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

## **17.2 Architect Authority**

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

## **17.3 Change Orders**

**17.3.1** A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

**17.3.1.1** A description of a change in the Work;

**17.3.1.2** The amount of the adjustment in the Contract Price, if any; and

**17.3.1.3** The extent of the adjustment in the Contract Time, if any.

## **17.4 Construction Change Directives**

**17.4.1** A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

**17.4.2** The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

## **17.5 Force Account Directives**

**17.5.1** When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

**17.5.2** The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

**17.5.3** All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

**17.5.4** The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.

**17.5.5** The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

**17.5.6** The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

**17.5.7** In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account

Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

## **17.6      Price Request**

### **17.6.1      Definition of Price Request**

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

### **17.6.2      Scope of Price Request**

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

## **17.7      Proposed Change Order**

### **17.7.1      Definition of Proposed Change Order**

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

### **17.7.2      Changes in Contract Price**

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

### **17.7.3      Changes in Time**

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

### **17.7.4      Unknown and/or Unforeseen Conditions**

If there is an Allowance, then Contractor must submit a Request for Allowance Expenditure Directive, including supporting documentation as described below, to receive authorization for the release of funds from the Allowance. If cost of the unforeseen condition(s) exceed the Allowance, Contractor must submit a PCO requesting an increase in Contract Price and/or Contract Time that is based at least



partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

**17.7.5 Proposed Change Order Certification**

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

## 17.8 Format for Proposed Change Order

**17.8.1** The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

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

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

**17.8.2 Labor.** Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of

the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent.

**17.8.3 Materials.** Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

**17.8.4 Equipment.** As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance,

labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

**17.8.5 Overhead and Profit.** The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, and general field and home office expenses.

## **17.9 Change Order Certification**

**17.9.1** All Change Orders and PCOs must include the following certification by the Contractor:

**17.9.1.1** The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

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

## **17.10 Determination of Change Order Cost**

**17.10.1** The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

**17.10.1.1** District acceptance of a PCO;

**17.10.1.2** By unit prices contained in Contractor's original bid;

**17.10.1.3** By agreement between District and Contractor.

## **17.11 Deductive Change Orders**

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit

and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

#### **17.12     Addition or Deletion of Alternate Bid Item(s)**

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

#### **17.13     Discounts, Rebates, and Refunds**

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

#### **17.14     Accounting Records**

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

#### **17.15     Notice Required**

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

#### **17.16     Applicability to Subcontractors**

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

#### **17.17     Alteration to Change Order Language**

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

#### **17.18     Failure of Contractor to Execute Change Order**

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

### **18.     REQUEST FOR INFORMATION**

**18.1**       Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

**18.2**       The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

### **19.     PAYMENTS**

#### **19.1       Contract Price**

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

#### **19.2       Applications for Progress Payments**

##### **19.2.1     Procedure for Applications for Progress Payments**

##### **19.2.1.1   Application for Progress Payment**

**19.2.1.1.1**   Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the

Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

**19.2.1.1.1.1** The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

**19.2.1.1.1.2** The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

**19.2.1.1.1.3** The balance that will be due to each of such entities after said payment is made;

**19.2.1.1.1.4** A certification that the As-Built Drawings and annotated Specifications are current;

**19.2.1.1.1.5** Itemized breakdown of work done for the purpose of requesting partial payment;

**19.2.1.1.1.6** An updated and acceptable construction schedule in conformance with the provisions herein;

**19.2.1.1.1.7** The additions to and subtractions from the Contract Price and Contract Time;

**19.2.1.1.1.8** A total of the retentions held;

**19.2.1.1.1.9** Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

**19.2.1.1.1.10** The percentage of completion of the Contractor's Work by line item;

**19.2.1.1.1.11** Schedule of Values updated from the preceding Application for Payment;

**19.2.1.1.1.12** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

**19.2.1.1.1.13** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

**19.2.1.1.1.14** A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

**19.2.1.1.1.15** The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

**19.2.1.1.1.16** All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

**19.2.1.1.1.16.1** Contractor and/or its Subcontractor(s) provide electronic CPRs weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the DIR, or within ten (10) days of any request by the District or the DIR, and

**19.2.1.1.1.16.2** Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

**19.2.1.1.2** Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

**19.2.2 Prerequisites for Progress Payments**

**19.2.2.1 First Payment Request:** The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

**19.2.2.1.1** Installation of the Project sign;

**19.2.2.1.2** Installation of field office;

**19.2.2.1.3** Installation of temporary facilities and fencing;



- 19.2.2.1.4** Schedule of Values;
- 19.2.2.1.5** Contractor's Construction Schedule;
- 19.2.2.1.6** Schedule of unit prices, if applicable;
- 19.2.2.1.7** Submittal Schedule;
- 19.2.2.1.8** Receipt by Architect of all submittals due as of the date of the payment application;
- 19.2.2.1.9** Copies of necessary permits;
- 19.2.2.1.10** Copies of authorizations and licenses from governing authorities;
- 19.2.2.1.11** Initial progress report;
- 19.2.2.1.12** Surveyor qualifications;
- 19.2.2.1.13** Written acceptance of District's survey of rough grading, if applicable;
- 19.2.2.1.14** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 19.2.2.1.15** All bonds and insurance endorsements; and
- 19.2.2.1.16** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

**19.2.2.2 Second Payment Request:** The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

**19.2.2.3 No Waiver of Criteria:** Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

### **19.3 Progress Payments**

#### **19.3.1 District's Approval of Application for Payment**

**19.3.1.1** Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

- 19.3.1.1.1** Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

**19.3.1.1.2** Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

**19.3.1.1.3** An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

**19.3.1.2** The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

**19.3.1.2.1** Observation of the Work for general conformance with the Contract Documents,

**19.3.1.2.2** Results of subsequent tests and inspections,

**19.3.1.2.3** Minor deviations from the Contract Documents correctable prior to completion, and

**19.3.1.2.4** Specific qualifications expressed by the Architect.

**19.3.1.3** District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

## **19.3.2 Payments to Contractor**

**19.3.2.1** Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

**19.3.2.2** The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

**19.3.2.3** If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

### **19.3.3     No Waiver**

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

## **19.4     Decisions to Withhold Payment**

### **19.4.1     Reasons to Withhold Payment**

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

**19.4.1.1** Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

**19.4.1.2** Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

**19.4.1.3** Liquidated damages assessed against the Contractor.

**19.4.1.4** The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

**19.4.1.5** Damage to the District or other contractor(s).

**19.4.1.6** Unsatisfactory prosecution of the Work by the Contractor.

**19.4.1.7** Failure to store and properly secure materials.

**19.4.1.8** Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

**19.4.1.9** Failure of the Contractor to maintain As-Built Drawings.

**19.4.1.10** Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

**19.4.1.11** Unauthorized deviations from the Contract Documents.

**19.4.1.12** Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

**19.4.1.13** Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

**19.4.1.14** Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

**19.4.1.15** Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

**19.4.1.16** Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

**19.4.1.17** Failure to properly maintain or clean up the Site.

**19.4.1.18** Failure to timely indemnify, defend, or hold harmless the District.

**19.4.1.19** Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

**19.4.1.20** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

**19.4.1.21** Failure to pay any royalty, license or similar fees.

**19.4.1.22** Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

**19.4.1.23** Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

#### **19.4.2     Reallocation of Withheld Amounts**

**19.4.2.1** District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

**19.4.2.2** If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

#### **19.4.3     Payment After Cure**

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

### **19.5       Subcontractor Payments**

#### **19.5.1     Payments to Subcontractors**

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

#### **19.5.2     No Obligation of District for Subcontractor Payment**

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

#### **19.5.3     Joint Checks**

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any

contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

## **20. COMPLETION OF THE WORK**

### **20.1 Completion**

**20.1.1** District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

**20.1.2** The Work may only be accepted as complete by action of the governing board of the District.

**20.1.3** District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

**20.1.4** At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

### **20.2 Close-Out/Certification Procedures**

#### **20.2.1 Punch List**

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

#### **20.2.2 Close-Out/Certification Requirements**

##### **20.2.2.1 Utility Connections**

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

##### **20.2.2.2 Record Drawings and Record Specifications**

**20.2.2.2.1** Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

**20.2.2.2.2** Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

**20.2.2.2.3** Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

**20.2.2.3 Maintenance Manuals:** Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

**20.2.2.4 Source Programming:** Contractor shall provide all source programming for all items in the Project.

**20.2.2.5 Verified Reports:** Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

## **20.3 Final Inspection**

**20.3.1** Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

**20.3.2** Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

### **20.3.3 Final Inspection Requirements**

**20.3.3.1** Before calling for final inspection, Contractor shall determine that the following have been performed:

**20.3.3.1.1** The Work has been completed.

**20.3.3.1.2** All life safety items are completed and in working order.

- 20.3.3.1.3** Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.
- 20.3.3.1.4** Electrical circuits scheduled in panels and disconnect switches labeled.
- 20.3.3.1.5** Painting and special finishes complete.
- 20.3.3.1.6** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.
- 20.3.3.1.7** Tops and bottoms of doors sealed.
- 20.3.3.1.8** Floors waxed and polished as specified.
- 20.3.3.1.9** Broken glass replaced and glass cleaned.
- 20.3.3.1.10** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
- 20.3.3.1.11** Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.
- 20.3.3.1.12** Finished and decorative work shall have marks, dirt, and superfluous labels removed.
- 20.3.3.1.13** Final cleanup, as provided herein.

## **20.4      Costs of Multiple Inspections**

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

## **20.5      Partial Occupancy or Use Prior to Completion**

### **20.5.1      District's Rights to Occupancy**

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any



dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

#### **20.5.2 Inspection Prior to Occupancy or Use**

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

#### **20.5.3 No Waiver**

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

### **21. FINAL PAYMENT AND RETENTION**

#### **21.1 Final Payment**

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

#### **21.2 Prerequisites for Final Payment**

The following conditions must be fulfilled prior to Final Payment:

**21.2.1** A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

**21.2.2** A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

**21.2.3** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

**21.2.4** A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

**21.2.5** The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract

Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

**21.2.6** Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

**21.2.7** Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

**21.2.8** Architect shall have issued its written approval that final payment can be made.

**21.2.9** The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

**21.2.10** The Contractor shall have completed final clean-up as provided herein.

### **21.3      Retention**

**21.3.1** The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

**21.3.1.1** After approval by the Architect of the Application and Certificate of Payment,

**21.3.1.2** After the satisfaction of the conditions set forth herein, and

**21.3.1.3** After forty-five (45) days after the recording of the Notice of Completion by District.

**21.3.2** No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

### **21.4      Substitution of Securities**

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

## **22.      UNCOVERING OF WORK**

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

## **23. NONCONFORMING WORK AND CORRECTION OF WORK**

### **23.1 Nonconforming Work**

**23.1.1** Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

**23.1.2** If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

### **23.2 Correction of Work**

#### **23.2.1 Correction of Rejected Work**

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

#### **23.2.2 One-Year Warranty Corrections**

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

### **23.3 District's Right to Perform Work**

**23.3.1** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may, without prejudice to any other remedy it may

have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**23.3.2** If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

**23.3.2.1** That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

**23.3.2.2** That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

**23.3.2.3** That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

## **24. TERMINATION AND SUSPENSION**

### **24.1 District's Right to Terminate Contractor for Cause**

**24.1.1 Grounds for Termination:** The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

**24.1.1.1** Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

**24.1.1.2** Contractor fails to complete said Work within the time specified or any extension thereof, or

**24.1.1.3** Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

**24.1.1.4** Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

**24.1.1.5** Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

**24.1.1.6** Contractor persistently disregards laws, or ordinances, or instructions of District; or

**24.1.1.7** Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**24.1.1.8** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

#### **24.1.2 Notification of Termination**

**24.1.2.1** Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

**24.1.2.2** Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

**24.1.2.2.1** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

**24.1.2.2.2** Commences performance of this Contract within three (3) days from date of serving of its notice to District.

**24.1.2.3** Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

**24.1.2.4** If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

### **24.1.3 Effect of Termination**

**24.1.3.1** Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

**24.1.3.2** In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

**24.1.3.3** In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

**24.1.3.4** If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

**24.1.3.5** The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

**24.1.3.6** The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

#### **24.1.4 Emergency Termination of Public Contracts Act of 1949**

**24.1.4.1** This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

**24.1.4.1.1** Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

**24.1.4.1.2** Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

**24.1.4.2** Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

#### **24.2 Termination of Contractor for Convenience**

**24.2.1** District in its sole discretion may terminate the Contract upon three (3) days' written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the District except:

**24.2.1.1** The actual cost for labor, materials, and services performed that is unpaid and adequately documented through timesheets, invoices, receipts, or otherwise, and

**24.2.1.2** Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

## **24.3      Suspension of Work**

**24.3.1** District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

**24.3.1.1** An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

**24.3.1.1.1** That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

**24.3.1.1.2** That an equitable adjustment is made or denied under another provision of the Contract; or

**24.3.1.1.3** That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

**24.3.1.2** Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

## **25.      CLAIMS PROCESS**

### **25.1      Performance during Claim Process**

Contractor and its subcontractors shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

### **25.2      Definition of Claim**

**25.2.1** Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

**25.2.1.1** A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

**25.2.1.2** Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

**25.2.1.3** An amount of payment disputed by the District.



## **25.3      Claims Presentation**

**25.3.1**      If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim in writing, including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time, including a Schedule Analysis and any and all other documentation substantiating Contractor's claimed damages. Otherwise, Contractor shall have waived and relinquished its dispute against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated. Likewise, failure to timely submit a claim and the requisite supporting documentation shall constitute a waiver of such claim.

**25.3.2**      The Claim shall identify:

**25.3.2.1**    The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

**25.3.2.2**    The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

**25.3.2.3**    The line-item costs for labor, material, and/or equipment, if applicable; or

**25.3.2.4**    A request by Contractor, if any, to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration.

**25.3.3**      The Claim shall include the following certification by the Contractor:

**25.3.3.1**    The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

**25.3.3.2**    Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

## **25.4 Claim Resolution pursuant to Public Contract Code section 9204**

### **25.4.1 STEP 1:**

**25.4.1.1** Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period **not to exceed 45 days**, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, **by mutual agreement, extend the time period** to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have **up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension**, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

**25.4.1.1.1** Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

**25.4.1.2** Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

**25.4.1.3** If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

### **25.4.2 STEP 2:**

**25.4.2.1** If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

**25.4.2.1.1.1** Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its

written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

#### **25.4.3 STEP 3:**

**25.4.3.1** Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

**25.4.3.1.1** For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

**25.4.3.2** Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

#### **25.4.4 STEP 4:**

**25.4.4.1** If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

### **25.5 Subcontractor Pass-Through Claims**

**25.5.1** If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

**25.5.2** Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

**25.5.3** The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

**25.6 Government Code Claim Act Claim**

**25.6.1** If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements, including those pursuant to Public Contract Code section 9204, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time Contractor submits its written Claim until the time the Claim is denied, including any time utilized by any applicable meet and confer process.

**25.7 Claim Resolution pursuant to Public Contract Code section 20104 et seq.**

**25.7.1** In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

**25.7.1.1** Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

**25.7.1.2** For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

**25.7.1.2.1** If additional information is required, it shall be requested and provided by mutual agreement of the parties.

**25.7.1.2.2** District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

**25.7.1.3** For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

**25.7.1.3.1** If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

**25.7.1.3.2** The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

**25.7.1.4** If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

**25.7.1.5** Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

**25.7.1.6** For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

**25.7.1.7** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

**25.7.1.8** The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

**25.7.2** Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

## **25.8 Claim Resolution Non-Applicability**

**25.8.1** The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

**25.8.1.1** Personal injury, wrongful death or property damage claims;

**25.8.1.2** Latent defect or breach of warranty or guarantee to repair;

**25.8.1.3** Stop payment notices;

**25.8.1.4** District's rights set forth in the Article on Suspension and Termination;

**25.8.1.5** Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

**25.8.1.6** District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

## **25.9 Attorney's Fees**

**25.9.1** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

## **26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS**

### **26.1 Labor Compliance and Enforcement**

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

### **26.2 Wage Rates, Travel, and Subsistence**

**26.2.1** Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

**26.2.2** Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file

with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

**26.2.3** Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

**26.2.4** If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

**26.2.5** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

**26.2.6** Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

**26.2.7** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

**26.2.8** Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

### **26.3 Hours of Work**

**26.3.1** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon

any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

**26.3.2** Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

**26.3.3** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

**26.3.4** Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

## **26.4 Payroll Records**

**26.4.1** Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

**26.4.1.1** The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

**26.4.1.1.1** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

**26.4.1.1.2** Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.



**26.4.2** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

**26.4.2.1** A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

**26.4.2.2** CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

**26.4.2.3** CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

**26.4.3** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

**26.4.4** Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

**26.4.5** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

**26.4.6** **[RESERVED]**

**26.5** **[RESERVED]**

**26.6** **Apprentices**

**26.6.1** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

**26.6.2** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

**26.6.3** Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

**26.6.4** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

**26.6.5** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

**26.6.6** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**26.6.7** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

**26.6.7.1** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

**26.6.7.2** Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

**26.6.8** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**26.6.9** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

## **26.7      Non-Discrimination**

**26.7.1** Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed,

national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

**26.7.2** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

## **26.8 Labor First Aid**

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

## **27. [RESERVED]**

## **28. MISCELLANEOUS**

### **28.1 Assignment of Antitrust Actions**

**28.1.1** Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**28.1.2** Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**28.1.3** Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter,

the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**28.1.4** Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**28.1.5** Under this Article, "public purchasing body" is District and "bidder" is Contractor.

**28.2** **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

**28.3** **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

**28.4** **Shipments**

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

**28.5** **Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT



DOCUMENT 00 73 13

## **SPECIAL CONDITIONS**

### **1. Badge Policy for Contractors**

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

**1.1** Badges must be filled out in full and contain the following information:

**1.1.1** Name of Contractor

**1.1.2** Name of Employee

**1.1.3** Contractor's address and phone number

**1.2** Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

**1.3** Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

### **2. Substitution for Specified Items**

**2.1** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

**2.1.1** If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

**2.1.2** This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

**2.2** A request for a substitution shall be submitted as follows:

**2.2.1** Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.



**2.2.2** Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

**2.3** Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

**2.3.1** All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

**2.3.2** Available maintenance, repair or replacement services;

**2.3.3** Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

**2.3.4** Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

**2.3.5** The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

**2.4** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

**2.4.1** The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

**2.4.2** The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

**2.4.3** The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

**2.4.4** The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

**2.4.5** The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.



**2.5** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

**2.6** In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

**2.7** Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

### **3. Weather Days**

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	N/A	July	0
February	N/A	August	0
March	N/A	September	N/A
April	N/A	October	N/A
May	0	November	N/A
June	0	December	N/A

### **4. Permits, Certificates, Licenses, Fees, Approvals**

**4.1** Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

**4.1.1**     N/A    

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.



#### **4.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities**

**4.2.1** Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:

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

**4.2.1.2** Storm Water Pollution Prevention Plan ("SWPPP") contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

**4.2.1.2.1** Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) for transportation activities.

**4.2.1.2.2** Construction sites where:

**4.2.1.2.2.1** One (1) or more acres of soil will be disturbed, or

**4.2.1.2.2.2** The project is part of a larger common plan of development that disturbs more than one (1) acre of soil.

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

**4.2.3** At no additional cost to the District, Contractor shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

**4.2.3.1** At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and

**4.2.3.2** Monitoring any Numeric Action Levels (NALs), if applicable.

#### **5. As-Builts and Record Drawings**

When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting





("CADD") files in the following format TBD, plus one set of As-Built Drawings on vellum or mylar.

Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format TBD, plus one set of Record Drawings on vellum or mylar].

## **6. Fingerprinting**

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

## **7. Disabled Veteran Business Enterprises**

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding and the Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

## **8. Construction Manager**

The District will use a Construction Manager on the Project that is the subject of this Contract. TBD is the Construction Manager for this Project.

## **9. Program Manager**

TBM is the Program Manager designated for the Project that is the subject of this Contract.

## **10. Federal Funds**

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The following provisions are added as Section 27 of the General Conditions:

## **11. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS**

### **11.1 Minimum Wages**



The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

**11.1.1** All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

**11.1.2** Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

**11.1.2.1** The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

**11.1.2.2** The classification is utilized in the area by the construction industry; and

**11.1.2.3** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**11.1.3** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the



classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

**11.1.4** In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

**11.1.5** The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

**11.1.6** Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**11.1.7** If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

**11.2 Withholding.** District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **11.3 Payrolls and basic records.**

**11.3.1** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years



thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**11.3.2** The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

**11.3.3** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

**11.3.3.1** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

**11.3.3.2** That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

**11.3.3.3** That such information is correct and complete;



**11.3.3.4** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

**11.3.3.5** That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

**11.3.3.6** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

**11.3.3.7** The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

**11.3.3.8** The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

**11.3.3.9** The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **11.4 Apprentices and trainees**

**11.4.1 Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on

the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

**11.4.2 Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

**11.4.3 Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.





**11.5 Compliance with Copeland Act requirements.** Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

**11.6 Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

**11.7 Contract termination: debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

**11.8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

**11.9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**11.10 Certification of eligibility.**

**11.10.1** By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**11.10.2** No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**11.10.3** Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**11.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.**

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

**11.11.1 Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a



rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**11.11.2 Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

**11.11.3 Withholding for unpaid wages and liquidated damages.** The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.

**11.11.4 Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

## **16. Preliminary Schedule of Values**

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace provision in the General Conditions with the following provisions:

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

**16.1.2.3.1** Mobilization and layout combined to equal not more than **1%**;

**16.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than **3%**;

**16.1.1.2.3.3** Bonds and insurance combined to equal not more than **2%**.

END OF DOCUMENT





DOCUMENT 00 73 56

**HAZARDOUS MATERIALS  
PROCEDURES & REQUIREMENTS**

**1. Summary**

This document includes information applicable to hazardous materials and hazardous waste abatement.

**2. Notice of Hazardous Waste or Materials**

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
  - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.



- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

### **3. Additional Warranties and Representations**

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

### **4. Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these



activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

## **5. Compliance with Laws**

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
  - (1) The protection of the public health, welfare and environment;
  - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
  - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
  - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.



- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## **7. Permits**

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
  - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
  - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.



## **8. Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

## **9. Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

# BID SPEC

## LODI UNIFIED SCHOOL DISTRICT LUNCH SHELTERS AT:

ANSEL ADAMS ELEMENTARY SCHOOL  
BORCHARDT ELEMENTARY SCHOOL  
CLAIRMONT ELEMENTARY SCHOOL  
ELLERTH E. LARSON ELEMENTARY SCHOOL  
CHRISTA MCAULIFFE MIDDLE SCHOOL  
MILLSWOOD MIDDLE SCHOOL  
MANLIO SILVA ELEMENTARY SCHOOL  
SUTHERLAND ELEMENTARY SCHOOL

---

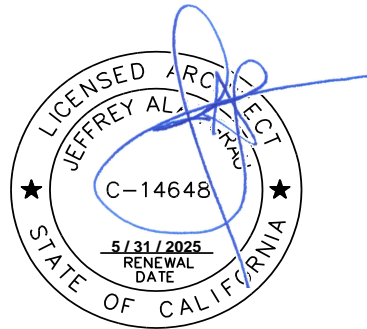
22-1551.00

---

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

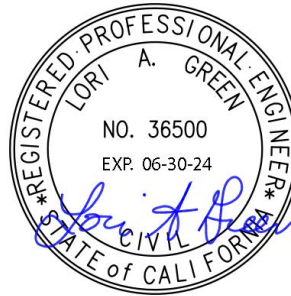
**Architect**

Rainforth Grau Architects  
2101 Capitol Avenue, Suite 100  
Sacramento, CA 95816  
916.368.7990



**Civil Engineer**

Warren Green Engineering  
3114 Brennans Road  
Loomis, CA 95650  
916.663.2323



## **TABLE OF CONTENTS**

### **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

### **DIVISION 01 - GENERAL REQUIREMENTS**

SECTION	01 1100 - Summary of Work
	01 3119 - Project Meetings
	01 3300 - Submittal Procedures (Including Submittal Transmittal, Substitution Request, RFI, Electronic Data Request, Certification of Chlorination and Sterilization, Certification of Compliance for Building Materials)
	01 3516 - Alteration Project Procedures
	01 3543 - Environmental Procedures
	01 4213 - Abbreviations and Acronyms
	01 4216 - Definitions and Standards
	01 4516 - Field Quality Control Procedures
	01 4523 - Testing and Inspections Services
	01 6116.10 - Volatile Organic Compound (VOC) Restrictions
	01 7123 - Field Engineering and Construction Surveying
	01 7329 - Cutting and Patching
	01 7419 - Construction Waste Management and Disposal (Including Contractors Waste & Recycling Plan, Contractors Reuse Recycling & Disposal Report)
	01 7700 - Closeout Procedures
	01 7836 - Warranties (Including Contractor Standard Warranty Form, Subcontractor Standard Warranty Form, Special Extended Warranty Form)

### **DIVISION 02 - EXISTING CONDITIONS**

02 2626 - Lead Assessment

### **DIVISION 03 - CONCRETE - NOT USED**

### **DIVISION 04 - MASONRY - NOT USED**

### **DIVISION 05 - METALS - NOT USED**

### **DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES - NOT USED**

### **DIVISION 07 - THERMAL AND MOISTURE PROTECTION - NOT USED**

### **DIVISION 08 - OPENINGS - NOT USED**

### **DIVISION 09 - FINISHES**

09 9100 - Painting

### **DIVISION 10 - SPECIALTIES**

SECTION	10 1400 - Signage
	10 2113.10 - Plastic Toilet Compartments
	10 2813 - Toilet Accessories

### **DIVISION 11 - EQUIPMENT - NOT USED**

### **DIVISION 12 - FURNISHINGS - NOT USED**

### **DIVISION 13 - SPECIAL CONSTRUCTION**

13 3411 - Pre-Engineered Shade Structure



## TABLE OF CONTENTS

**DIVISION 14 - CONVEYING EQUIPMENT - NOT USED**

**DIVISION 21 - FIRE SUPPRESSION - NOT USED**

**DIVISION 22 - PLUMBING - NOT USED**

**DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING (HVAC) - NOT USED**

**DIVISION 26 - ELECTRICAL - NOT USED**

**DIVISION 27 - COMMUNICATIONS - NOT USED**

**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY - NOT USED**

**DIVISION 31 - EARTHWORK**

SECTION      31 0000 - Earthwork

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

SECTION      32 1200 - Asphalt Concrete Paving  
                 32 1600 - Site Concrete

**DIVISION 33 - UTILITIES - NOT USED**

***"All rights reserved. This Project Manual or any part hereof may not be duplicated without the written consent of Rainforth Grau Architects except in the form of excerpts or quotations for the purpose of review."***

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\\_table of contents.doc*

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

A. Section Includes:

1. Work included.
2. Work by others.
3. Dimensional tolerances for accessibility.
4. Contractor's use of premises.
5. Work sequence.
6. Extended liquidated damages.
7. Owner occupancy.
8. Existing utilities.
9. Asbestos.

### **1.2 WORK INCLUDED**

A. Under a single contract **construct** the **Lunch Shelter, Lodi Unified** School District located in **Lodi**, CA. Work includes:

1. Construction of PC lunch shelter,
2. Construction of related sitework,
3. Upgrades to existing toilet rooms and path of travel as required.
4. Other work as shown in the documents and as required for a complete an operational project.

### **1.3 WORK BY OTHERS**

A. Work on the Project which will be executed prior to start of Work of this Contract, and which is excluded from this Contract, is as follows:

1. None
2. Owner will remove furniture, supplies, drapes and salvageable items. Owner will not remove finishes or expose structure in support of Contractor's work.

B. Work in the Project which will be executed after completion of Work of this Contract, and which is excluded from this Contract, as follows:

1. None

C. Work on this Project which will be executed during the Work of this Contract which the Contractor shall coordinate with and facilitate:

1. None

**SUMMARY OF WORK**  
**SECTION 01 1100**  
**22-1551**

**1.4 DIMENSIONAL TOLERANCES FOR ACCESSIBILITY**

- A. While it is recognized that construction practices generally permit a level of reasonable dimensional tolerance, the installation of any items subject to compliance with the Americans with Disabilities Act Accessibility Guidelines and Chapter 11B of the California Building Code (CBC), which are not shown with dimensional tolerances, on the drawings or in the CBC, shall be considered absolute. These dimensions will be strictly enforced. Items found to be out of tolerance may require modification and/or replacement at contractor's expense.

**1.5 CONTRACTOR'S USE OF PREMISES**

- A. Specific roads for access to and from building sites will be agreed on with the Owner. All traffic and materials delivery shall be confined to these roads.
- B. Specific areas for storage of materials and site fabrication will be agreed upon. Contractor's activities shall be confined to these areas.
- C. Work shall proceed in such manner as to not interfere with Owner's activities in and about nearby facilities. Exceptions will be made only after previous agreement between Owner, Architect and Contractor.
- D. Fire alarm, intercom, intrusion alarm and other such tests shall be conducted outside of school hours and shall be coordinated with site personnel, if such tests occur after occupancy.

**1.6 WORK SEQUENCE**

- A. Schedule and construct work in stages to accommodate Owner's use of the premises before and after the primary construction period. Coordinate the construction schedule and operations with the Owner's representative. The three stages of the construction process following the bid award shall be:
  - 1. Pre-construction Stage: Pre-construction activities shall occur from the start date, to the first day of availability. Activities shall include, but are not limited to:
    - a. Project scheduling/subcontractor coordination
    - b. Identification of long lead materials and equipment
    - c. Temporary facilities and controls
    - d. Action submittals as specified, including:
      - 1) Shop drawing submittals
      - 2) Color and sample submittals
    - e. Material ordering (particularly long lead items)
    - f. Material stock piling
    - g. Field measuring
    - h. Activities to be performed by the Owner shall include:
      - 1) Removal of equipment and personal items from the buildings (although this may not fully occur by the first day).

**SUMMARY OF WORK**  
**SECTION 01 1100**  
**22-1551**

- i. The architect and engineers will expedite all long lead item submittals as quickly as possible. Such items must be indicated as "critical" when submitted. Substitutions of finishes, materials and equipment will not be permitted due to the lack of availability unless submittals are made early and completely.
  2. Construction Stage: Primary construction activities shall occur from the date of availability, through the Date of Substantial Completion. Activities shall include work as described by the construction documents.
    - a. It is the intention of the owner to make these buildings available on the dates indicated below. Certain units also may be available earlier than the dates shown.
    - b. Due to the nature of the work and the type of facilities, the schedule is fixed and cannot be altered. The premises will not be available prior to date of availability. All primary work must be completed prior to Date of Substantial Completion. Critical work includes life safety, plumbing, electrical service, security and general construction. Temporary measures will be required if primary work is uncompleted at start of school date.
  3. Completion/Close-out Stage: Completion and close-out activities shall occur from Date of Substantial Completion to Final Completion. Activities shall include:
    - a. Completion of minor finish work. Minor work shall be considered completion or installation of items which will not interfere or hinder the Owner from utilizing the facility, such as touch-up painting, hardware adjustment, etc.
    - b. Punch list work.
    - c. Project close-out.
    - d. All work performed during this period must occur outside of normal school hours. Arrangements must be made with the owner representative and work schedules approved.
- B. Delays:
1. Minor delays: Minor delays caused by parties other than the Contractor, such as the Owner or Architect, will not be considered critical path delays and will not result in a time extension to the project schedule. Minor delays shall be defined as delays due to the need for review, clarifications, consideration, detailing, etc. which typically do not last more than 48 hours, are addressed promptly and solved without significant changes to the work, as determined solely by the Architect. Such items which may cause delay must be identified by the Contractor at the time of origin.
  2. Other delays: Other delays caused by unknown or unforeseen conditions or significant changes or modifications requested by or required by the Owner, Architect or DSA, will be permitted only if promptly submitted, reviewed and approved by the Architect and Owner. Such delays may result in time extensions to specific work or areas of work only, and not to other unaffected portions of the project. Such delays must directly affect the critical path of the work, be shown as unavoidable and be unable to be made up through rescheduling.
- C. Occupancy: The project will be occupied by the School Staff as shown below. Dates are fixed and cannot be changed. The premises will be occupied whether or not the

**SUMMARY OF WORK**  
**SECTION 01 1100**  
**22-1551**

work is completed regardless of time extensions (if any). Any work performed after this date will need to be fully coordinated with the Owner and will be limited to after school hours or weekends.

**D. Project Schedule:**

1. The following schedule summarizes the major activity dates (Dates are approximate and actual start dates are subject to change):

- |    |   |       |
|----|---|-------|
| a. | Bid   | Dates |
|    | 1) Advertise to Bid (first)   | TBD   |
|    | 2) Advertise to Bid (second)  | TBD   |
|    | 3) Pre-Bid Conference   | TBD   |
|    | 4) Addendum (last)  | TBD   |
|    | 5) Bids Due   | TBD   |
|    | 6) Board Award  | TBD   |
| b. | Contracts   |       |
|    | 1) Bond Preparation   | TBD   |
|    | 2) Contract Execution   | TBD   |
| c. | Pre-Construction Activities   |       |
|    | 1) Start Date   | TBD   |
|    | 2) Submittals and Approvals   | TBD   |
|    | 3) Materials Ordering/Stockpiling   | TBD   |
|    | 4) School Concludes for Summer  | TBD   |
| d. | Construction  |       |
|    | 1) Date of facility availability  | TBD   |
|    | 2) Construction, All Units  | TBD   |
|    | 3) Begin turning over spaces to District  | TBD   |
|    | 4) Owner Slack Period   | TBD   |
| e. | Occupancy: In order to accommodate a phased occupancy by the Owner, the Contractor will turn the buildings over for occupancy as follows: |       |
|    | 1) Occupancy - Staff  | TBD   |
|    | 2) Occupancy - Students   | TBD   |
| f. | Completion/Close-out  |       |
|    | 1) Substantial Completion Date  | TBD   |
|    | 2) Complete Minor Finish Work   | TBD   |
|    | 3) Complete Punch List Work   | TBD   |
|    | 4) Final Completion   | TBD   |
|    | 5) Closeout   | TBD   |

**1.7 EXTENDED LIQUIDATED DAMAGES**

- A. At the conclusion of the Punch List Work Completion date, all items are to be 100% finalized. Should work remain uncompleted beyond this date, the Owner may re-instate liquidated damages until all such work has been accepted. In addition, work

uncompleted may, at the Owner's option, be completed by others and charged against the contract amount.

**1.8 OWNER OCCUPANCY**

- A. Owner will occupy nearby premises during construction.
- B. Refer to General Conditions **[and Supplementary Conditions]** for requirements for partial occupancy by Owner.
- C. Owner will not occupy buildings included in this scope of work during the primary construction period. However, occupancy will occur as shown above.
- D. Owner may occupy other buildings on premises during construction and may be present on site during summer construction period.

**1.9 EXISTING UTILITIES**

- A. It is recognized by the District and the Contractor that the location of existing utility facilities as shown on contract drawings and specifications are approximate; their exact location is unknown.
- B. Recognition is given to the fact there may be additional utilities existing on the property unknown to either party to the Contract. Location of utilities as shown on drawings and specifications represent the best information obtainable from utility maps and other information furnished by the various agencies involved. The Owner warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications.
- C. Because of this uncertainty, it may become necessary for the Architect to make adjustments in the line or grade of sewers or storm drains. Installation of such adjusted lines shall be made at the regular unit price bid for the work, and no additional compensation will be paid therefore, unless the scope and character of the work has been changed.
- D. The Contractor agrees and is required to coordinate and fully cooperate with the Owner and utility owners for the location, relocation, and protection of utilities. The Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for all buildings within the area of work. Prior to start of trenching operations, the Contractor shall meet with Owner Representative(s) to fully review known utility locations which may affect the work.
- E. In accordance with Section 4215 of the Government Code of the State of California, the Owner shall make provisions to compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Compensation will be in accordance with the provisions of these specifications providing for change orders. Nor shall the Contractor be assessed liquidated damages for delay in completion of the project, when such delay

**SUMMARY OF WORK**  
**SECTION 01 1100**  
**22-1551**

was caused by the failure of the Owner or owner of the utility to provide for removal or relocation of such utility facilities.

- F. Nothing herein shall be deemed to require compensation to the Contractor or to relieve him from being assessed liquidated damages for such delay when the presence of unidentifiable utilities can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction, and the damage to existing utilities or delay was caused in whole or in part by a failure of the Owner to indicate the presence of such service laterals or appurtenances.
- G. In the event the Contractor discovers utilities not identified in the Contract plans or specifications, the Contractor shall immediately notify the Architect and the utility owner by the most expeditious means available and later confirm in writing.
- H. Existing building utilities shall not be interrupted during normal operating hours.

**1.10 HAZARDOUS MATERIALS**

- A. Prior to start of work, the Contractor shall obtain and review the Owner's hazardous materials reports on any existing facilities to become familiar with existing conditions.
- B. Should hazardous materials outside of the scope of work be discovered during construction operations, the contractor shall immediately notify the Project Inspector and Architect and shall suspend work in the area until necessary identification, testing and abatement (if required) is completed.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 1100\_summary of work.docx*  
*Last Updated: December 16, 2021*



DOCUMENT 01 21 00

**ALLOWANCE**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

A. Non-specified work.

**1.2 RELATED SECTIONS**

A. Document 01 11 00 (Summary of Work)

B. Document 01 29 00 (Payments and Completion)

C. Document 01 33 00 (Submittal Procedures)

**1.3 ALLOWANCES**

A. Included in the Contract, a stipulated sum/price of **10% of the base bid price** for Unforeseen Conditions within the limits set forth in the Bridging Documents. This Allowance shall not be utilized without written approval by the District.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance.

C. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive.

D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

Not used.

END OF DOCUMENT





DOCUMENT 01 22 00

## **ALTERNATES AND UNIT PRICING**

### **PART 1 – ALTERNATES**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Bid Form and Proposal;
- D. Instruction to Bidders.

#### **1.02 DESCRIPTION**

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

#### **1.03 GENERAL**

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

#### **1.04 BASE BID**

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

#### **1.05 ALTERNATES**

##### **NONE**

The above Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.



## **PART 2 - UNIT PRICING**

### **2.01 GENERAL**

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

### **2.02 UNIT PRICES**

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

**NOT USED**

END OF DOCUMENT



DOCUMENT 01 25 13

## **PRODUCT OPTIONS AND SUBSTITUTIONS**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

#### **1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT**

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
  - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.



- (2) Within 35 days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.
- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

**PART 2 – PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT



DOCUMENT 01 26 00

**CHANGES IN THE WORK**

**CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.**

END OF DOCUMENT



DOCUMENT 01 29 00

**APPLICATION FOR PAYMENT AND  
CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS**

**CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL  
CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.**



**CONDITIONAL WAIVER AND RELEASE  
ON PROGRESS PAYMENT  
(CIVIL CODE SECTION 8132)**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

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

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$\_\_\_\_\_

Check Payable to: \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \$\_\_\_\_\_

**LODI UNIFIED SCHOOL DISTRICT**

**APPLICATION FOR PAYMENT AND  
CONDITIONAL AND UNCONDITIONAL  
WAIVER AND RELEASE FORMS  
DOCUMENT 01 29 00-2**



- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_





**UNCONDITIONAL WAIVER AND RELEASE  
ON PROGRESS PAYMENT  
(CIVIL CODE SECTION 8134)**

**NOTICE TO CLAIMANT:** THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

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

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$\_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



**CONDITIONAL WAIVER AND RELEASE  
ON FINAL PAYMENT**  
(CIVIL CODE SECTION 8136)

**NOTICE:** THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$\_\_\_\_\_

Check Payable to: \_\_\_\_\_

**Exceptions**

This document does not affect any of the following: \_\_\_\_\_

Disputed claims for extras in the amount of: \$\_\_\_\_\_

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



**UNCONDITIONAL WAIVER AND RELEASE  
ON FINAL PAYMENT**  
(CIVIL CODE SECTION 8138)

**NOTICE TO CLAIMANT:** THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

**Exceptions**

This document does not affect any of the following: \_\_\_\_\_

Disputed claims for extras in the amount of: \$\_\_\_\_\_

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Pre-construction Meeting.
  - 2. Regular project meetings.
  - 3. Pre-installation meetings.

**1.2 GENERAL**

- A. The Architect shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to the Owner, Project Inspector, Contractor, participants, and others affected by the decisions made.
- B. Attendance required: Project Superintendent, Project Manager (if any), major Subcontractors (as requested), Architect, Project Inspector, and others as appropriate to the meeting topics.

**1.3 PRE-CONSTRUCTION MEETING**

- A. Upon issuing a notice of intent to award the contract, the Architect will schedule a pre-construction meeting.
- B. Agenda: Architect and Contractor shall prepare an agenda and distribute copies at least one week in advance of the Pre-Construction meeting.
- C. Architect's agenda may include, but not limited to, discussion of the following items:
  - 1. Project description and scope of work.
  - 2. Accepted alternates.
  - 3. Temporary facilities and use of the site.
  - 4. Environmental procedures.
  - 5. Legal and code requirements.
  - 6. Designation of personnel representing the parties to the contract; lines of communication.
  - 7. Communication and responsibilities.
  - 8. Submittal procedures in accordance with Section 01 3300.
  - 9. Construction schedule and critical path.
  - 10. Schedule of values.
  - 11. Record drawings.
  - 12. Progress payments.
  - 13. Change orders and time extensions (related to critical path).
  - 14. Inspection and testing.
  - 15. Project closeout.

**PROJECT MEETINGS**  
**SECTION 01 3119**  
**22-1551**

**1.4 PROJECT MEETINGS**

- A. The Architect will schedule and run project meetings at appropriate intervals throughout the project to review the short-term project schedule and to discuss issues requiring resolution. It is the duty of the Contractor to attend, participate in, and comply with the agreements reached and direction set at these meetings.

**1.5 PRE-INSTALLATION MEETINGS**

- A. The Contractor shall schedule and run pre-installation meetings in accordance with the product specifications.

**1.6 SPECIAL MEETINGS**

- A. The Architect may occasionally schedule special meetings for the purpose of discussing work requiring a significant coordination effort or for resolving issues which require more attention than they can be given in the regularly scheduled meetings. The Contractor shall attend these meetings along with representatives of subcontractors, suppliers, and/or manufacturers when appropriate for the subject matter to be discussed.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 3119\_project meetings.docx*  
*Last Updated: December 16, 2021*



DOCUMENT 01 32 13

## **SCHEDULING OF WORK**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

#### **1.02 SECTION INCLUDES**

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
  - (1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
  - (2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.
  - (3) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

#### **1.03 CONSTRUCTION SCHEDULE**

- A. Within ten (10) days of being awarded the Contract and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.



- C. Milestone Schedule: Refer to Document 00 01 20 List of Schedules.

#### **1.04 QUALIFICATIONS**

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.
- (1) The written statement shall identify the individual who will perform CPM scheduling.
  - (2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
  - (3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths ( $\frac{3}{4}$ ) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. District reserves the right to approve or reject Contractor's scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

#### **1.05 GENERAL**

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.
- (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
  - (2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
  - (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.



- C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
  - (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
  - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.
- F. Software: Use Microsoft Project. Such software shall be compatible with Windows operating system. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District on compact disk at times requested by District.
- G. Transmit each item under the form approved by District.
  - (1) Identify Project with District Contract number and name of Contractor.
  - (2) Provide space for Contractor's approval stamp and District's review stamps.
  - (3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

#### **1.06 INITIAL CPM SCHEDULE**

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.





- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.
- E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.
  - (1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
  - (2) Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first ninety (90) days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

#### **1.07 ORIGINAL CPM SCHEDULE**

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
  - (1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
  - (2) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
    - (a) Activity durations shall be total number of actual work days required to perform that activity.
  - (3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
  - (4) District furnished materials and equipment, if any, identified as separate activities.
  - (5) Activities for maintaining Project Record Documents.
  - (6) Dependencies (or relationships) between activities.



- (7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
  - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
  - (b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
- (8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
  - (a) Include time for fabrication and delivery of manufactured products for the Work.
  - (b) Show dependencies between procurement and construction.
- (9) Activity description; what Work is to be accomplished and where.
- (10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.
- (11) Resources required (labor and major equipment) to perform each activity.
- (12) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
- (13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
- (14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
- (15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.
- (16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
  - (a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM



Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.

- (b) Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
  - (c) In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
  - (d) Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
- (17) Activity durations shall be in Work days.
- (18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.
- C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
- (1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.
  - (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
    - (a) Clarifications of Contract Requirements.
    - (b) Directions to include activities and information missing from submittal.
    - (c) Requests to Contractor to clarify its schedule.
  - (3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.



## **1.08 ADJUSTMENTS TO CPM SCHEDULE**

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
- (1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:
    - (a) Accept schedule and cost and resource loaded activities as submitted, or
    - (b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.
  - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
  - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
  - (4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.
- (1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
  - (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
  - (3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.



- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

### **1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS**

- A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
  - (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
  - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
  - (1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.
  - (2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
  - (3) Contractor shall plan on the meeting taking no less than four (4) hours.
- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
- D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
  - (1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.
  - (2) If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall



have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

### **1.10 SCHEDULE REVISIONS**

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.
- E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

### **1.11 RECOVERY SCHEDULE**

- A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.



- C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

#### **1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS**

- A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

#### **1.13 TIME EXTENSIONS**

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.
- B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.





- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

#### **1.14 SCHEDULE REPORTS**

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
  - (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
  - (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.
  - (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
  - (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
  - (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

- C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.
- (2) Activities by late start.





- (3) Activities grouped by Subcontractors or selected trades.
  - (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.
- D. Furnish District with report files on compact disks containing all schedule files for each report generated.

### **1.15 PROJECT STATUS REPORTING**

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
- (1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
  - (2) Progress made on critical activities indicated on CPM Schedule.
  - (3) Explanations for any lack of work on critical path activities planned to be performed during last month.
  - (4) Explanations for any schedule changes, including changes to logic or to activity durations.
  - (5) List of critical activities scheduled to be performed next month.
  - (6) Status of major material and equipment procurement.
  - (7) Any delays encountered during reporting period.
  - (8) Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
    - (a) Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
    - (b) Contractor shall explain all variances and mitigation measures.
  - (9) Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.



- (10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

#### **1.16 WEEKLY SCHEDULE REPORT**

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

#### **1.17 DAILY CONSTRUCTION REPORTS**

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

#### **1.18 PERIODIC VERIFIED REPORTS**

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

**PART 2 – PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

A. Section Includes:

1. Requirements for the following:
  - a. Electronic Data Transfer.
  - b. Substitutions: Specific procedures for submission and approval of products other than those specified or noted on the Drawings.
  - c. Procedures for processing of Contractors "Requests for Interpretation" (RFI) questions.
2. Procedures to be followed in preparing and submitting the following:
  - a. Subcontractor List.
  - b. Progress Schedule.
  - c. Schedule of Values.
  - d. Shop Drawings.
  - e. Product Data/Material Lists.
  - f. Samples.
  - g. Requests for Information (RFI).
  - h. Deferred Approvals.
  - i. Record Drawings.
  - j. Certifications including those required for material VOC content.
  - k. Maintenance/Operating Manuals.
  - l. Warranties and Extended Guarantees.
  - m. Extra Stock.
3. Substitution Procedures: Specific requirements for submission and approval of products other than those specified or noted on the Drawings.
4. Procedures for processing of Contractors "Requests for Interpretation" (RFI) questions.
5. Electronic Data Transfer.

### **1.2 RELATED REQUIREMENTS**

- A. Section 01 6116, Volatile Organic Compound (VOC) Restrictions; "Accessory Material VOC Content Certification Form."
- B. Section 01 7700, Closeout Procedures.
- C. Section 01 7836, Warranties; guarantee/warranty forms.
- D. Test reports: Pertinent Specification Sections (by testing lab).

## **SUBMITTAL PROCEDURES**

### **SECTION 01 3300**

**22-1551**

- E. Individual requirements for submittals also are described in other Sections of these Specifications.

#### **1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples indicated in individual Specification Sections as informational submittals that do not require Architect's responsive action.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### **1.4 ADMINISTRATIVE REQUIREMENTS**

- A. General;
  - 1. Shop drawings, product data, and samples are in no case to be considered Contract Documents but are to be treated only as instruments of convenience and facility to further the progress of the Work.
  - 2. Miscellaneous systems not specifically specified but installed to meet code requirements or for other reasons are subject to Architect's review prior to installation.
- B. Shop drawings, product data, samples and supporting data shall be prepared by Contractor or its suppliers but shall be submitted to Architect by Contractor as the instruments of the Contractor.
- C. Coordination of Submittals:
  - 1. Before submitting a shop drawing or any related material to Architect, Contractor shall: review each such submission for conformance with the means, methods, techniques, sequences, and operations of construction, and safety precautions and programs incidental thereto, which are the sole responsibility of the Contractor; approve each such submission before submitting it; and so stamp each such submission before submitting it. By affixing the Contractor's signature to each submittal, the Contractor certifies that this coordination has been performed.
  - 2. Architect shall assume that no shop drawing or related submittal comprises a variation unless the Contractor advises the Architect otherwise via a written instrument which is acknowledged by the Architect in writing.
- D. Grouping of Submittals:
  - 1. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.

2. Partial submittals may be rejected as not complying with the provisions of the Contract. The Contractor may be held liable for delays so occasioned.
- E. Architect will check submittals for conformance with design concepts of project. Approval by Architect covers only such conformance. Effort will be made by Architect to discover any errors, but responsibility for accuracy and correctness of submittals shall be with the Contractor.
- F. Approval of submittals will be on a general basis only and shall not relieve the Contractor from their responsibility for proper fitting and construction of the Work, nor from furnishing materials and labor required by the Contract which may not be indicated on the submittals when approved.
- G. No portion of the work requiring submittals shall be commenced until the submittal for that portion of the work has been approved by Architect. All such portions of work shall be in accordance with the approved submittals. Any work performed without approved submittals will be done so at the Contractor's own risk. Work found not to be in compliance with the approved submittals shall be removed and corrected at the Contractor's own expense.
- H. The Contractor shall make corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings, product data, or new samples until approved. Contractor shall direct specific attention in writing or on resubmittals to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than two (2) re-reviews of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor.

## **1.5 ELECTRONIC DATA TRANSFER**

- A. Requests for Electronic Data will be considered upon receipt of written request by the Contractor accompanied by a signed copy of the Electronic Data Request Form (included with this section). Request should clearly outline specific Drawings desired and the intent of the request.
  1. Submit Electronic Data Request Form on standard form.
  2. Allow 72 hours minimum for review and consideration by Architect.
- B. Electronic data files are not a part of the contract documents, but rather a convenience for the Contractor in preparation of his required submittals and layout efforts. Electronic files do not alter the content or meaning of the hard copy documents which may be a part of the Contract Documents.
- C. The electronic data files will remain the property of the Architect, shall not be used for any other purpose than that purpose stated in the Electronic Data Request Form, and shall not be released by the Contractor or any subcontractor to any other party without written consent from the Architect.
- D. The electronic data files are distributed for reference only. Transferring such files can alter, delete or change original information. Accuracy of the data cannot be guaranteed

**SUBMITTAL PROCEDURES**  
**SECTION 01 3300**  
**22-1551**

as correct or complete and the Contractor accepts full responsibility for inaccuracies, regardless of cause.

- E. The hard copy documents, including addenda and subsequent written changes to the documents, represent the complete work of the Contract. Electronic files should be cross-referenced to the Contract Documents by the user and verified from that the information included contains the necessary Contract information. It is the Contractor's responsibility to make any changes or revisions to the electronic data files as necessary.
- F. Architect may, at his complete discretion and without explanation, approve or deny requests for electronic data.

**1.6 SUBSTITUTIONS**

- A. Architect's Approval Required:
  - 1. Contract is based on materials, equipment and methods described in Contract Documents. Substitutions will not be reviewed and approved prior to the award of the contract.
  - 2. Architect will consider proposals during the submittal process for substitution of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and other information required by Architect to evaluate proposed substitution. Substitution shall be submitted with completed Substitution Request Form, included with this section.
  - 3. Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this work by Architect.
- B. "Or Equal": Whenever, in Contract Documents, any material, process or specified patent or proprietary name and/or by name of manufacturer is indicated, such name shall be deemed to be used for purpose of facilitating description of material and/or process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if material, process or article offered by Contractor is not, in opinion of Architect, equal in every respect to that specified, then Contractor shall furnish material, process or article specified or one that in opinion of Architect is equal thereof in every respect.
- C. "No Substitutions": Items indicated as "No Substitutions" shall be provided as specified and no alternates will be allowed. These items are required either due to standards implemented by the Owner or to match materials recently installed by others.
- D. Coordination: Approval of substitution shall not relieve Contractor from responsibility for compliance with requirements of Drawings and Project Manual, and Contractor shall be responsible at his own expense for any changes in other parts of its own work or work of others which may be caused by approved substitution.
- E. DSA Approval: Substitutions of certain items may cause such items to require a Deferred Approval by DSA. Should a DSA Deferred Approval be required, the Contractor shall provide information and documents necessary to complete the Deferred Approval process without any additional costs to the Owner, including engineering, calculation and modification of substitute products.

## **PART 2 - SUBMITTALS**

### **2.1 SUBCONTRACTOR LIST**

- A. Provide a typed list of Subcontractors within 5 days of notice of the award of contract. Include Subcontractor name, address, phone number, license number and trade.

### **2.2 PROGRESS SCHEDULE**

- A. Prepare and submit estimated progress schedule for work within 10 calendar days after issuance of Notice to Proceed. Submit up-dated schedules:
  - 1. At mid-point of construction.
  - 2. When time extensions of more than two weeks are necessary.
- B. Relate progress Schedule to entire Project. Indicate following:
  - 1. Dates for starting and completion of various sub-contracts.
  - 2. Dates for submission of required submittals.

### **2.3 SCHEDULE OF VALUES**

- A. Before first Application for Payment, submit for Architect's approval a Schedule of Values of various portions of work, aggregating total Contract sum, divided so as to facilitate payment to subcontractors, prepared in such form as Architect and Contractor may agree upon, and supported by such data to substantiate its correctness as Architect may require.
  - 1. Breakdown shall include separation of sitework from building work for main categories including electrical, plumbing, concrete, etc. Separations shall also be provided for each building of a multiple building contract. Include proper share of overhead and profit with each item in Schedule of Values.
  - 2. This Schedule, when approved by Architect, shall be used as basis for Contractor's applications for payment. Payment will not be released until a Schedule of Values is accepted.
- B. Schedule of Values shall appear similar to the following list and generally following the Table of Contents of this Project Manual as the format for listing component items. It shall be detailed at least as shown and portions shall not be more largely grouped so as to reduce its length unless appropriate to the scope of the Work. Mobilization/Start-up is limited to 2 percent on contracts greater than \$1,000,000 and 4 percent on contracts less than \$1,000,000. Contract closeout to be a minimum of 2 percent.
  - 1. Mobilization/Start-up.
  - 2. Temporary Facilities.
  - 3. Concrete Reinforcement.
  - 4. Caulking and Sealants.
  - 5. Painting.
  - 6. Shade Structure.

**SUBMITTAL PROCEDURES**  
**SECTION 01 3300**  
**22-1551**

7. Signage.
8. Toilet Compartments.
9. Toilet Accessories.
10. Grading.
11. Paving.
12. Fencing and Gate.
13. Site Concrete.
14. Labor/Supervision.
15. Cleanup.
16. Contract Closeout.

**2.4 SUBMITTAL SCHEDULE**

- A. Contractor shall prepare and submit to Architect a "Submittal Schedule" when required by the General Conditions showing scheduled dates of submittals and date required for return of submittals to Contractor.
- B. Contractor shall provide in Schedule the minimum specified working days for Architect to review and check submittals provided it is not a deferred approval item. Based on the number and complexity of submittals at any one time, Architect's review period may be longer than the days specified.
- C. Dates on "Submittal Schedule" shall be agreed upon by both Architect and Contractor.

**2.5 PROJECT DIRECTORY**

- A. After execution of the Contract but prior to commencement of Work, Contractor shall submit to Architect a Project Directory listing subcontractors and vendors on the Project and giving a brief description of their scope of work, firm name, contact person, address, phone number, e-mail address, and fax number if used.

**2.6 SHOP DRAWINGS**

- A. Submit shop drawings as a copy of the original set maintained by the Contractor. Shop drawings are to include the name of the project, the name of Contractor and are to be numbered consecutively. Provide legible and complete copies in every respect. Provide quantity as described below. Do not reproduce the Contract Drawings in lieu of Contractor or subcontractor produced shop drawings.
- B. If shop drawings show variations from Contract requirements because of standard shop practice or other reason, make specific mention of such variations in letter of transmittal, as well as on Drawings, in order that (if acceptable) suitable action may be taken for proper adjustment of the Contract Documents. Unless specific changes have been noted and approved, no deviations from Contract Documents will be accepted.

**2.7 PRODUCT DATA / MATERIAL LISTS**

- A. Manufacturer's Standard Schematic Drawings:



1. Modify Manufacturer's drawings to delete information which is not applicable to the Project.
  2. Supplement standard information to provide additional information which is applicable to the Project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
1. Clearly mark each copy to identify pertinent materials, products or models. Mark out or remove extraneous information.
  2. Show dimensions and clearances required.
  3. Show performance characteristics and capacities.
  4. Show wiring diagrams and controls.

## **2.8 SAMPLES**

- A. Samples: Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
1. Include identification on samples including product and material and location of proposed work.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material, with integrally related parts and attachment devices.
  2. After review, samples may be used in construction of project.
- C. Field samples and mockups:
1. Erect at project site at location acceptable to Architect.
  2. Construct each sample or mockup complete, including work of trades required in finished work.

## **2.9 REQUESTS FOR INFORMATION (RFI)**

- A. Requests for additional information (RFI's) beyond that set-forth in the Contract Documents will be considered when the request is in writing and fully documented. Requests shall state the source and reason for the request; identify specific references within the Contract Documents pertinent to the request; and supply supporting information to assist the Architect in his/her response. Verbal responses to such requests are to be considered informational; official response will only be given in writing.
1. Submit RFI's on standard form, included with this Section, and numbered consecutively.
  2. Allow a minimum of 72-hours for review by Architect. Additional time may be required for more complex issues.
  3. Provide suggested solution on standard RFI form where indicated.

## **SUBMITTAL PROCEDURES**

### **SECTION 01 3300**

**22-1551**

4. Provide detailed cost estimate for RFI's that are anticipated to exceed \$500 in extra costs to the Owner.
- B. Because RFI's are used for clarification or Construction Document interpretation purposes, the response will be issued back to the Contractor in the space provided on the standard RFI form. More complex issues requiring Contract Document revisions and/or which may result in a change in cost to the Contract will be handled using a Construction Change Document (CCD). RFI's and CCD's will not be used to address simple or minor coordination or construction issues which can normally be addressed quickly and easily by the Contractor or in conjunction with the Contractor and Architect. RFI's deemed unnecessary or frivolous by the Architect will be returned to the Contractor for reconsideration or will be rejected. RFI's so returned shall be removed from the RFI log and noted as unnecessary.

#### **2.10 CERTIFICATIONS**

- A. Where specifically indicated by pertinent Specification Sections, submit proper certification of recognized producer or association in lieu of or in addition to testing. Certification shall attest to product's compliance with requirements of Contract Documents.
- B. Certifications for this project shall also include:
  1. Certificate of Chlorination and Sterilization:
    - a. Submit completed Certificate of Chlorination and Sterilization (included with this Section) with Local Jurisdiction approvals and Testing Agency reports attached, as specified in Divisions 22 and 33.
  2. Certificate of Compliance for Building Materials:
    - a. Submit completed Certification of Compliance for Building Materials (included with this section).
  3. Roofing Certificate:
    - a. Submit fully completed Roofing Certification (included with this Section).

#### **2.11 MAINTENANCE / OPERATION MANUALS**

- A. General: Contractor shall incorporate in Maintenance/Operation Manual(s) brochures, manufacturer's catalogs and written instructions for equipment and materials needing regular care or maintenance. These items include carpets, resilient flooring, architectural finishes, mechanical and electrical equipment and other items as required elsewhere in Contract Documents. Prepare manuals in durable plastic loose leaf binders sized to accommodate 8-1/2 x 11 sheets with following minimum information:
  1. Identification on or readable through, front cover stating general nature of manual.
  2. Neatly typewritten index of contents.
  3. Site plan and building plans indicating location of equipment referenced (reduced scale).
  4. Complete instructions regarding operation and maintenance of equipment involved.

5. Complete nomenclature of replaceable parts, their part numbers, current cost and name and address of nearest vendor of parts.
  6. Copy of warranties issued, in a separate binder as specified in this Section.
  7. Copy of approved shop drawings (reduced scale) with data concerning changes made during construction.
- B. Extraneous Data:
1. Where contents of manuals include manufacturer's catalog pages, clearly indicate precise items included in the Project installation and delete, or otherwise clearly indicate, manufacturer's data with which the Project installation is not concerned.
- C. Materials shall be organized in a logical and consistent manner, by Specification Section number, with separating tabs clearly marked.
- D. When submitting electronic file via Newforma, materials shall be organized in order ascending by Specification Section number and including clear separation within one pdf file, following format prescribed in paragraphs A and B of this Article.

## **2.12 WARRANTIES AND GUARANTEES**

- A. Contractor Standard Guarantee:
1. Furnish Owner with its Standard Guarantee for work executed under this Contract, including approved extra work, to be absolutely free of defects of workmanship and materials for a period of two (2) years from the date of filing of the Notice of Completion.
  2. Under the terms of its warranty, Contractor shall guarantee to repair and make good defects and repair damage to other work caused thereby which may occur during the Warranty period at no cost to the Owner.
  3. Guarantees and warranties between Contractor and manufacturers and between Contractor and suppliers shall not affect the Guarantee and Warranty between Contractor and Owner.
  4. Contractor's Standard Guarantee shall be submitted on the Guarantee/Warranty form included in Section 01 7836, Warranties.
- B. Subcontractor Standard Guarantee:
1. Contractor shall countersign and furnish Owner with a Subcontractor Standard Guarantee from each Subcontractor for their work executed under this Contract, and approved extra work, to be free of defects of workmanship and materials for a period equal to the Contractor Standard Guarantee.
  2. Under the terms of its warranty, Subcontractor shall guarantee to repair and make good defects and repair damage to other work caused thereby which may occur during the Warranty period at no cost to the Owner.
  3. Subcontractors individual Standard Guarantee shall be submitted on Guarantee/Warranty form included in Section 01 7836, Warranties.
- C. Special or Extended Guarantee/Warranty:

## **SUBMITTAL PROCEDURES**

### **SECTION 01 3300**

**22-1551**

1. In addition to the Contractor's and Subcontractor's Standard Guarantees, furnish Owner with special or extended warranties in excess of the Standard Warranty term of the Contract where specified in the respective Sections of the Specifications.
  2. Where special or extended guarantees are related to work of a Subcontractor, the written Guarantee/Warranty form prepared by the Contractor shall be co-signed by the respective responsible subcontractor and a separate and addition Guarantee/Warranty form shall be prepared by the Subcontractor and co-signed by the Contractor.
  3. Each Special or Extended Guarantee/Warranty shall be submitted on the forms included in Section 01 7836, Warranties.
- D. Provide a binder with the executed Guarantee/Warranty forms placed in the order in which they occur in the Project Manual. Include an Index listing each Specification Section, specific items covered and length of warranty for each item.
- E. When submitting electronic file via Newforma, materials shall be organized in order ascending by Specification Section number and including clear separation within one pdf file.

#### **2.13 RECORD DRAWINGS AND SPECIFICATIONS**

- A. The Contractor shall prepare and maintain on a current basis an accurate and complete set of Record Drawings and Annotated Specifications showing clearly the following:
1. Changes, revisions, and substitutions during construction, including, without limitation, field changes.
  2. Addenda, Construction Change Documents and Clarifications issued by the Architect.
  3. The final location of mechanical equipment, ducts, outlets, structural members, walls, partitions, and other significant features. Note both vertical and horizontal dimensions of concealed installations.
  4. Installed locations of underground work and utilities, including storm drain piping, plumbing, electrical and stubs for future connections. Note both vertical and horizontal locations of underground facilities from permanent monuments such as building corners or other permanent structures, and finish grades.
  5. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished.
- B. The Contractor shall update the Record Drawings and Specifications as often as necessary to keep them current but no less often than weekly, and up-dated monthly, prior to and pursuant to approval of the progress payment application.
1. Record drawings and specifications are to remain on site and available for inspection by the District Representative, Project Inspector and the Architect.
  2. Changes shall be made in an accurate and legible manner by a qualified draftsperson acceptable to Architect.

3. Symbols and designations used in preparing Record Drawings shall match those used in the Contract Drawings.
- C. At project completion, the Record Drawings and Annotated Specifications shall be submitted by the Contractor for Owner's Project Inspector and Architect review and comment.
1. These will be returned to the Contractor for revisions. Once corrections have been completed the Inspector shall sign and date the record set coversheet noting it as acceptance of the completed Record Drawings and Specifications.
  2. Prior to Application for Final Payment, the original Record Drawings and Specifications are to be resubmitted to the Architect along with a scanned electronic file set in PDF format with each drawing bookmarked, matching the Drawing titles.
  3. When submitting electronic file via Newforma, materials shall be organized in order ascending by Sheet Number as shown on the Drawing Sheet Index within one pdf file.
- D. Conditions of Payments:
1. At the end of each month the Project Inspector will review the record drawings and specifications. If the records are incomplete, or incorrect, an appropriate amount of dollars, equivalent to the cost of uncovering the work to determine the locations of piping and the like, may be deducted from the next progress payment. The deducted sum will be withheld until the record drawings are updated and/or corrected.
  2. Written confirmation from the District Representative that the record drawings and specifications have been properly updated weekly shall be submitted with each pay application request, and the existence of such properly updated records shall be a condition precedent to payment.
  3. On completion of the Contractor's portion of the Work and prior to Application for Final Payment, the Contractor shall provide one complete set of approved Record Drawings and Specifications to the Owner, in format as specified, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work. Delays in the submission of complete record documents may subject the Contractor to liquidated damages.

#### **2.14 EXTRA STOCK**

- A. Provide extra stock and materials, as described in the individual Specification Sections, to the Owner at time of final acceptance.
- B. Materials shall be inventoried in writing, neatly packaged, with labels clearly identifying contents and quantities.
- C. Contractor shall obtain written acceptance of delivery from Owner.

**SUBMITTAL PROCEDURES**  
**SECTION 01 3300**  
**22-1551**

**PART 3 - EXECUTION**

**3.1 GENERAL SUBMISSION REQUIREMENTS**

- A. This project is using Newforma Info Exchange for transmission and processing of project documentation. The Contractor is responsible for making contract submissions through this web accessed system. No supplementary software is required for use. User names and passwords will be granted at the beginning of the project.
- B. Contractor is responsible for the scheduling of submittals in order to avoid detrimental impact to the construction schedule and to support the timely sequence of the Work.
  - 1. Allow a minimum of 15-working days for submittal review by the Architect. Complex submittals or submittals which are not provided as complete packages may take longer than 15-working days for review.
  - 2. Contractor shall allow time for potential rejection and re-submittal of submittals which are being offered as substitution to the specified products.
- C. Contractor shall review submittals for completeness, coordination and conflicts between subcontractors and other Work in the Contract Documents.
  - 1. Subcontractors shall make submittals to Contractor.
  - 2. Submittals made by subcontractors which are not thoroughly reviewed by the Contractor will be returned. Submittals which vary significantly from the Contract Documents and are not so identified prior to submission, will be returned to the Contractor without review.
- D. Mechanical and electrical submittals, excluding underground work, shall each be packaged together so that products/components for these two major disciplines are transmitted to the Architect as a single submittal package for review.
- E. Submittals shall be accompanied by Submittal Transmittal, included at the end of this Section, addressed to the Architect. Each submittal transmittal shall:
  - 1. Be consecutively numbered.
  - 2. Re-submittals to have same submittal number as the original submittal with an alphanumeric suffix.
  - 3. Indicate Specification Section number. Separate submittals are required for each Specification Section involved.
  - 4. Include proper number of copies, as required in "Number of Copies Required" below.
  - 5. Contain index of items submitted, properly identified with Drawing numbers, etc.
  - 6. Substitutions shall be accompanied by a completed Substitution Request Form (included with the Project Manual).
- F. Electronic Submittals.
  - 1. Product data submitted electronically shall be submitted in .pdf format. Submittals shall be organized in a logical format grouping items and subsections together. The first page of each item or subsection must be bookmarked and properly

labeled. If multiple fixtures or products are included in a single submittal, each item and corresponding information shall be separately grouped and bookmarked as noted above. This formatting and bookmarking shall also apply to other data submitted electronically like warranties/guarantees, maintenance & operations manuals and certifications.

2. Shop drawings submitted electronically shall be submitted in .pdf format. Shop drawings shall be organized in a logical format grouping sections together (plans, elevations, details, schedules, etc.). Each sheet of the shop drawings shall be bookmarked and properly labeled. Plan references and detail callouts shall be hyperlinked to properly jump to the referenced page or detail.

G. Number of Copies Required - Contractor shall submit following number of copies:

1. Subcontractor List: 1-electronic copy in PDF format.
2. Progress Schedule: 1-electronic copy in PDF format.
3. Schedule of Values: 1-electronic copy in PDF format.
4. Shop Drawings: 1-electronic copy in PDF format.
5. Product Data/Material Lists: 1-electronic copy in PDF format.
6. Samples: As specifically indicated in the respective Specification Section or, if not indicated, two more than the Contractor requires to be returned.
7. Samples for Color/Pattern Selection: One set of manufacturer's complete range for initial selection; and 4 samples as requested of selected color/pattern for inclusion in final color boards.
  - a. As color selection is dependent on multiple submittals, it is critical that items requiring color decisions be submitted as early as possible and at the same time.
  - b. Selections will not be finalized until color dependent/selection submittals are received.
8. Substitution Request: 1-electronic copy in PDF format.
9. Request for Information: 1-electronic copy in PDF format.
10. Electronic Transfer: 1-electronic copy in PDF format.
11. Certifications: 1-electronic copy in PDF format.
12. Maintenance/Operations Manuals: After approved via Newforma submittal, 1-hard copy plus 1-electronic copy in format acceptable to the Owner.
13. Guarantees/Warranties: After approved via Newforma submittal, 1-hard copy, plus 1-electronic copy in format acceptable to the Owner. Refer to Section 01 7836, Warranties, for forms and additional requirements for assembly of guarantees/warranties.
14. Record Drawings: After approved via Newforma submittal, 1-hard copy plus 1-electronic copy in format acceptable to the Owner.

H. Submittals shall include the following, as applicable:

1. Date and revision dates.
2. Project title and number.
3. The names of Architect, Contractor, Subcontractor and supplier or manufacturer.

## **SUBMITTAL PROCEDURES**

### **SECTION 01 3300**

**22-1551**

4. Identification of product or material.
  5. Relation to adjacent structure or material.
  6. Field dimensions, clearly identified as such.
  7. Specification section number.
  8. A blank space for Architect's stamp.
  9. Contractor's stamp on each, initialed or signed, certifying that submittal was reviewed, field measurements have been verified and submittal is in compliance with the applicable Specification Section and the overall Contract Documents.
- I. Incomplete, inaccurate or non-complying submittals requiring revisions, re-submittal and additional review time, shall not be considered as a basis for Contract time extension.

### **3.2 PROCEDURES FOR ACTION SUBMITTALS**

- A. Action Submittals are identified in the respective Specification Section and shall be submitted in accordance with the specified web based access system.
- B. Number of Copies: As specified under Article "General Submission Requirements."
- C. Architect's Review:
1. General:
    - a. Except for finish, color, and other aesthetic matters left to Architect's decision by Contract Documents, Architect's review is only for Contractor's convenience in following work and does not relieve Contractor from responsibility for deviations from requirements of Contract Documents.
    - b. Do not construe Architect's review as a complete check or relief from responsibility for errors or omissions of any sort in shop drawings or schedules or from necessity of furnishing work required by Contract Documents that may not have been shown on shop drawings.
    - c. Architect's review of a separate item does not indicate review of complete assembly in which it functions.
    - d. Review comments of the Architect (or its consultants) will be shown when it is returned to the Contractor. The Contractor shall make and distribute such copies as are required for its purposes.
- D. Processing:
1. Architect will review Action Submittals in accordance with agreed upon "Submittal Schedule" and will return them to Contractor with Architect's stamp.
  2. Notations by Architect which increase Contract cost or time of completion shall be brought to Architect's attention before proceeding with work. Failure to do so will result in the increased costs being borne by the Contractor.
  3. Each submittal will be stamped indicating appropriate action to be taken by the Contractor.
  4. If for any reason the Contractor cannot comply with the notations, Contractor shall re-submit submittal. In the transmittal letter accompanying the re-submittal, clearly describe the reason(s) for not being able to comply with the notations.



E. Action and Distribution:

1. Architect will stamp submittals and Contractor shall comply with action noted on the Architect's "Submittal Review" stamp.
2. Unless otherwise directed for mutually agreed or required by the Architect's stamp, Architect will return submittals to the Contractor via the specified web access system.
3. If corrections are required, the Contractor is responsible for making the necessary corrections and re-submitting the shop drawings in a timely fashion as to not affect the project schedule.
4. The Contractor shall secure final acceptance prior to commencing work involved.

F. Consultants' Review:

1. Submittals requiring review by Architect's or Owner's consultants shall be uploaded to the specified web access system for distribution by the Architect.
2. Processing shall be in accordance with consultants stamp.
  - a. If action required by consultants stamp is not clear, Contractor shall immediately notify the Architect for a clarification.
  - b. If returned submittal also includes the Architect's stamp, processing shall be in accordance with the Architect's stamp.

G. Revisions:

1. If revisions are required, the Contractor is responsible for making the necessary changes pertinent to by comments noted on the submittal and re-submitting the shop drawings in a timely fashion as to not affect the project schedule.
2. If the Contractor considers any required revision to be a change, they shall so notify the Architect.
3. Show each revision by number, date, and subject in a revision block on the submittal.
4. If for any reason Contractor cannot comply with the notations, Contractor shall resubmit submittal.

H. Revisions after Review: When a submittal has been reviewed by the Architect, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

**3.3 PROCEDURES FOR INFORMATIONAL SUBMITTALS**

- A. Informational Submittals are identified in the respective Specification Section and shall be submitted in accordance with the specified web based access system.
- B. Number of Copies: As specified under Article "General Submission Requirements."
- C. Certificates and Certifications: Provide a notarized 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.

## **SUBMITTAL PROCEDURES**

### **SECTION 01 3300**

**22-1551**

- D. Test and Inspection Reports: Comply with requirements specified in Section 01 4523, Testing and Inspection Services.

#### **3.4 PROCEDURES FOR CLOSEOUT AND MAINTENANCE MATERIAL SUBMITTALS**

- A. Closeout and maintenance material submittals are identified in the respective Specification Section and shall be submitted as specified or, if not specified, in accordance instructions provided by the Architect.
- B. Comply with the additional requirements specified in Section 01 7700, Closeout Procedures.

#### **3.5 FORMS**

- A. The following submittal forms are included as part of this Section.
  - 1. Submittal Transmittal.
  - 2. Substitution Request.
  - 3. Request for Information.
  - 4. Electronic Data Request.
  - 5. Certification of Chlorination and Sterilization.
  - 6. Certification of Compliance for Building Materials.
  - 7. Roofing Certification.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 3300\_submittal procedures.docx*  
*Last Updated: June 17, 2020*

Lunch Shelters  
Lodi Unified School District

SUBMITTAL NO.:

Architect's Project # 22-1551.00

DATE: \_\_\_\_\_

DSA File/Apl. # XX-XX/XX-XXXXXXX

Re-Submittal of Original No.: \_\_\_\_\_

**1. SUBMITTAL TRANSMITTAL**

Attention: Jennifer Huang

Contractor: Company

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

Sub Contractor:

Contact: \_\_\_\_\_



**Please submit only one trade per submittal! Description of submitted materials:**

Quantity submitted	Specification Section		Description of contents (e.g. product data, shop drawings, samples)
	Section #	Section Title	

**Contractor Statement: (read and acknowledge)**

This submittal has been reviewed and approved with respect to the means, methods, techniques, and procedures of construction, safety precautions, and program incidentals thereto. This submittal complies with the contract documents and comprises no variations thereto, unless accompanied by a substitution request.

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

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

**2. RE-TRANSMITTAL TO CONTRACTOR:**

Distribution: Contractor, Owner, Project Inspector, RGA, Other

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> NO EXCEPTIONS TAKEN   | <input type="checkbox"/> REJECTED            | <input type="checkbox"/> FURNISH AS CORRECTED |
| <input type="checkbox"/> SUBMIT SPECIFIED ITEM | <input type="checkbox"/> REVISE AND RESUBMIT | <input type="checkbox"/> NO ACTION REQUIRED   |

Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with requirements of the Drawings and Specifications. This general check is only for the review of conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all the other trades, and performing his work in a safe and satisfactory manner.

**Rainforth Grau Architects**

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

**Additional Comments:**

See Specification Section 01 3300 for use of this form

Lunch Shelters  
Lodi Unified School District

**SUBSTITUTION  
REQUEST NO.:**

Architect's Project # 22-1551.00  
DSA File/Appl. # XX-XX/XX-XXXXXX

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

**1. SUBSTITUTION REQUEST**

Attention: Jennifer Huang

Contractor: Company \_\_\_\_\_

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



***Please submit only one product per request!***

Sub Contractor: \_\_\_\_\_

***Include with a specified product Submittal***

Contact: \_\_\_\_\_

**2. PROPOSED SUBSTITUTIONS: The undersigned requests consideration of the following substitution:**

Specified Item: \_\_\_\_\_ Page No.: \_\_\_\_\_ Paragraph No.: \_\_\_\_\_

Proposed Item: \_\_\_\_\_

**3. REASON FOR REQUEST:**

**4. REQUIREMENTS FOR SUBSTITUTIONS:**

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified. Attached data also includes a description of changes to Contract Documents, which proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings and does not require design changes in the Contract Documents.
2. The undersigned will pay for changes to the building design, including engineering design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on the work, the schedule or specified warranty requirements.
4. Maintenance and service parts will be readily available for the proposed substitution.

The undersigned further states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

Signature - Contractor/Subcontractor \_\_\_\_\_

Date \_\_\_\_\_

**5. TRANSMITTAL TO CONTRACTOR:**

Distribution: Contractor, Owner, Project Inspector, RGA, Other

☐ **ACCEPTED**

☐ **ACCEPTED AS NOTED**

☐ **REJECTED**

**Rainforth Grau Architects**

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

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

**Comments:**

Lunch Shelters  
Lodi Unified School District

RFI NO.:

Architect's Project # 22-1551.00  
DSA File/Apl. # XX-XX/XX-XXXXXX

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

---

### 1. REQUEST FOR INFORMATION

Attention: Jennifer Huang

From:

Contractor:

Company

Contact:

Name

Sub Contractor:

Contact:



---

### Identify related specific references within the Contract Documents and supporting information:

Dwg./Document No.: \_\_\_\_\_

Building/Site Location: \_\_\_\_\_

---

### 2. Existing Condition (source / reason for the request):

---

### 3. Recommended Contractor Action(s) for resolution:

---

### 4. Project Inspector Acknowledgment:

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

---

### 5. Owner / A/E Resolution(s):

Date of Response: \_\_\_\_\_ By: \_\_\_\_\_

---

Attachments: \_\_\_\_\_

Extra Work Involved in the Above Described Change?

Yes ☐

No ☐

Distribution: Contractor, Owner, Project Inspector, RGA, Other  
See Specification Section 01300 for use of this form

Architect's Project # 22-1551.00  
DSA File/Apl. # XX-XX/XX-XXXXXX

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

---

## 1. ELECTRONIC DATA REQUEST

Attention: Jennifer Huang

From: Contractor: Company

Contact: Name

Sub Contractor:

Contact: \_\_\_\_\_



---

## 2. DATA REQUESTED - Provide list of specific drawings requested (include sheet numbers):

---

## 3. REASON FOR REQUEST - Provide clear explanation of why information is desired and for what purpose it will be utilized:

---

## 4. ACKNOWLEDGEMENT OF RESPONSIBILITY:

The electronic data files requested are distributed for reference only. Transferring such files can alter, delete or change original information. Accuracy of the data cannot be guaranteed as correct or complete and the Contractor accepts full responsibility for any and all inaccuracies, regardless of cause.

The hard copy documents, including addenda and subsequent written changes to the documents, represent the complete work of the contract and all electronic files should be cross-referenced and verified from that information as electronic files may not contain all contract information. It is the Contractor's responsibility to make any changes or revisions necessary.

This electronic data is furnished without guarantee of compatibility with your hardware or software. It is the Contractor's responsibility to notify the Architect in the event a compatibility problem or disk defect is encountered and a replacement disk is necessary.

This electronic data, in its present form, remains the property of Rainforth Grau Architects and shall not be used for any other purpose than to provide background information for the project noted above. It is not to be released to any other party without the written consent of Rainforth Grau Architects.

Accepted by: \_\_\_\_\_  
Signature - Contractor/Subcontractor

Representing: \_\_\_\_\_  
Contractor/Subcontractor Company Name

### **CERTIFICATION OF CHLORINATION AND STERILIZATION**

This certifies that \_\_\_\_\_ chlorinated the domestic hot and cold water plumbing lines for the **Lunch Shelter, Lodi Unified** School District. The lines were first flushed and chlorine was injected in the main water line on \_\_\_\_\_, **[year]**. A minimum chlorine residual of 50 ppm was measured at each outlet. The lines were tagged, secured and the make-up water was shut off. On \_\_\_\_\_, **[year]**, (a minimum of 24 hours later) the chlorine residual was retested and found to contain a minimum of 50 ppm. The plumbing lines were then thoroughly flushed with fresh water until the chlorine residual was not greater than 0.2 ppm at all outlets. A Bacteriological Examination report has been provided.

District Inspector Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name of Chlorination and Testing Firm: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date \_\_\_\_\_

### **CERTIFICATION OF COMPLIANCE FOR BUILDING MATERIALS**

This is to certify, in accordance with the Environmental Protection Agency requirements, that the materials and equipment used in the construction of the **Lunch Shelter** for **Lodi Unified** School District of **San Joaquin** County, California, are asbestos free and are, therefore, not subject to monitoring for asbestos contamination.

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

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

Contractor: \_\_\_\_\_

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

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

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

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

**SEPARATE CERTIFICATE IS REQUIRED FOR EACH SITE**



## **ROOFING CERTIFICATION**

This is to certify that a representative of the manufacturer has visited the site prior to installation, inspected the surfaces which the roofing is applied and accepted those surfaces.

In addition, a representative of the manufacturer has inspected the materials and methods used, verified they are in accordance with the manufacturer's recommendations, and accepts the final installation.

A guarantee for materials and workmanship is to be provided separately.

Project name: \_\_\_\_\_

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

General Contractor: \_\_\_\_\_

Roofing Contractor: \_\_\_\_\_

Scope of Work/Roofing Type: \_\_\_\_\_

Roofing Manufacturer: \_\_\_\_\_

Manufacturer's Representative: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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

**A SEPARATE CERTIFICATE IS REQUIRED FOR EACH SITE**  
**AND FOR EACH ROOFING TYPE**



DOCUMENT 01 35 13.23

## **SITE STANDARDS**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certification;
- D. Tobacco-Free Environment Certification;
- E. Criminal Background Investigation/Fingerprinting Certification;
- F. Temporary Facilities and Controls.

#### **1.02 REQUIREMENTS OF THE DISTRICT:**

- A. Drug-Free Schools and Safety Requirements:
  - (1) All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
  - (2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
  - (3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.



C. Disturbing the Peace (Noise and Lighting):

- (1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- (2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.
- (3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

- (1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
- (2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
- (3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
- (4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.

- E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Alteration requirements for modernizations, remodels, and additions.

**1.2 RELATED REQUIREMENTS**

- A. Section 01 1100, Summary of Work.
- B. Section 01 7329, Cutting and Patching.

**1.3 REFERENCES AND STANDARDS**

- A. California Building Code (CBC), edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).
- B. California Green Building Standards Code (CALGreen), edition as noted on the Drawings, as adopted by the California Division of the State Architect (DSA).

**1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Contractor to coordinate and conduct a meeting with the demolition contractor to verify which systems, if any, are to be protected and maintained. Such systems shall be clearly identified and marked to avoid unnecessary damage or removal.
  - 2. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.

**1.5 QUALITY ASSURANCE**

- A. Manufacturer and Installer Qualifications: As specified in the product specifications.
- B. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- C. Single Source Responsibility: Use materials and products of one manufacturer whenever possible.
- D. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

**1.6 FIELD CONDITIONS**

- A. Make and be responsible for all field dimensions necessary for proper fitting and completion of work. Report discrepancies to Architect before proceeding.

**ALTERATION PROJECT PROCEDURES**  
**SECTION 01 3516**  
**22-1551**

**PART 2 - PRODUCTS**

**2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK**

- A. New Materials: As specified in product Sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspection and testing products where necessary, referring to existing work as a standard.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Verify that demolition is complete and areas are ready for installation of new work.
- B. Inspect conditions of uncovered work affecting installation of products or performance work.
- C. Verify that specified items may be installed in accordance with the approved design.
- D. Beginning of restoration work means acceptance of existing conditions.
- E. In event of discrepancy, immediately notify Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

**3.2 PREPARATION**

- A. Close openings in exterior surfaces to protect existing work and salvage items for weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.
- B. Cut, move or remove items as necessary for access to alterations and renovation work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete.
- E. Prepare surface, and remove surface finishes to provide for proper installation of new work and finishes including blocking, framing, insulation, etc.
- F. Replace materials as specified for finished work.

**3.3 INSTALLATION**

- A. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition, and installation of concealed work, as specified in Section 01 7329, Cutting and Patching,

## **ALTERATION PROJECT PROCEDURES**

### **SECTION 01 3516**

**22-1551**

- B. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- C. Install products as specified in individual specifications Sections.
- D. Where materials or equipment are removed, but no new finish is scheduled, patch and repair any damage to match existing wall surface.

#### **3.4 TRANSITIONS**

- A. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work is to match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural point of division and make recommendation to Architect.

#### **3.5 ADJUSTMENTS**

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls and ceilings to a smooth plane without breaks, steps or bulkheads.
- B. Where a change of plane of 1/8" or more occurs, submit recommendation for providing a smooth transition for Architect review.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- D. Fit work at penetrations of surfaces as specified in Section 01 7329.

#### **3.6 FINISHES**

- A. Finish surfaces as specified in individual Product Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

#### **3.7 REPAIR OF DAMAGED SURFACES**

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.
- C. In the event of damage, make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.

#### **3.8 CLEANING**

- A. Upon completion of installation, remove manufacturer's temporary labels and marks of identification. Thoroughly clean surfaces and remove foreign material. Leave entire work in neat, orderly, clean and acceptable condition.

## **ALTERATION PROJECT PROCEDURES**

### **SECTION 01 3516**

**22-1551**

#### **3.9 PROTECTION**

- A. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.
- B. Exposed finishes shall be free from scratches, dents, permanent discolorations and other defects in workmanship or material.

#### **END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 3516 \_alteration project procedures.docx*  
*Last Updated: December 16, 2021*

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes: Special environmental, sustainable, and “green” building practices related to indoor air quality, resource efficiency supplementing the Pollutant Control requirements specified under Section 01 8113.10, Sustainable Design Requirements, and to ensure healthy indoor air quality in final Project.
- B. Contractor is required to comply with sustainable building practices during construction and when considering materials for substitutions. Refer to Article “Design Requirements.”

### **1.2 RELATED REQUIREMENTS**

- A. Section 01 6116, Volatile Organic Compound (VOC) Restrictions.
- B. Section 01 7419, Construction Waste Management and Disposal.

### **1.3 ADMINISTRATIVE REQUIREMENTS**

- A. Submittal Procedures:
  - 1. Informational Submittals shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  - 2. Sustainable Design Submittals shall comply with the additional requirement of Section 01 8113, Sustainable Design Requirements.
  - 3. Closeout Submittals shall be submitted in accordance with Section 01 7700, Closeout Procedures.

### **1.4 DESIGN REQUIREMENTS**

- A. Owner has established general environmental goals for design and for construction of the Project.
  - 1. In addition to the Contractor, the Contractor’s construction team, including subcontractors, suppliers, and manufacturers, are encouraged to participate where possible to realize the Owner’s environmental goals.
  - 2. Intent is for environmental goals to be achieved in a manner which ultimately provides a safe and healthy environment for building occupants with minimal impact on the local, regional and global environment.
- B. Environmental Goals:
  - 1. Refer to specific Specifications Sections for more detailed construction requirements related to specific materials and systems.



## ENVIRONMENTAL PROCEDURES

### SECTION 01 3543

22-1551

#### 1.5 INFORMATIONAL SUBMITTALS

##### A. Indoor Air Quality (IAQ) Data:

1. Environmental Issues: Submit emission test data produced by acceptable testing laboratory, listed in this Specification Article "Quality Assurance," for materials as required in each specific Specification Section.
  - a. Laboratory reports shall contain emissions test data on Volatile Organic Compounds (VOCs) including Total Volatile Organic Compounds (TVOC), specific individual VOCs, formaldehyde and other aldehydes as described in this Section.
  - b. Identify VOCs emitted by each material as required in these Specifications, and demonstrate compliance with the California Green Building Standards Code, edition current as of the date of this Contract.
  - c. Specific test conditions and requirements are set forth in the Specifications. For required tests, submit documentation of sample acquisition, handling, and test specimen preparation, as well as test conditions, methods, and procedures. The tests consist of a 10-day conditioning period followed by a 96-hour test period.
    - 1) Samples collected during the test period at 24, 48, and 96-hours shall be analyzed for TVOC and formaldehyde.
    - 2) VOC samples collected at 96 hours shall be identified and quantified for compounds that are found on the list of Chemicals of Concern. The Chemicals of Concern list is based on the California OEHHA list as of September 2002 (The most recent list shall be used for this Specification as published at:
      - a) [http://www.oehha.org/air/chronic\\_rels/allChrels.html](http://www.oehha.org/air/chronic_rels/allChrels.html).
2. Cleaning and Maintenance Products: Provide data on manufacturers' recommended maintenance, cleaning, refinishing and disposal procedures for materials and products. These procedures are for final Contractor cleaning of the project prior to Substantial Completion and for provided materials and products as required by the specific Specification Sections.
  - a. Where chemical products are recommended for these procedures, provide documentation to indicate that no component present in the cleaning product at more than 1 percent of the total mass of the cleaning product is a carcinogen or reproductive toxicant as identified in the Chemicals of Concern list referenced above.
  - b. Avoid cleaning products containing alpha-pinene, d-limonene or other unsaturated carbon double bond alkenes due to chemical reactions with ozone to form aldehydes, acidic aerosols, and ultra-fine particulate matter in indoor air.

##### B. Certificates:

1. Prior to Final Completion, submit a certificate signed by corporate office holder of Contractor, subcontractor, supplier, vendor, installer or manufacturer primarily responsible for the manufacturing of the product, indicating materials provided are

essentially the same, and contain essentially the same components as products and materials tested.

2. Comply with requirements specified in Specification Section 01 7700, Closeout Procedures.

## **1.6 CLOSEOUT SUBMITTALS**

- A. Submit data relating to Environmental Issues.
  1. Submit environmental product certifications, in two forms:
    - a. Two CD-ROMs organized by CSI Division Format.
    - b. Three three-ring binders organized by CSI Division Format with Table of Contents and with dividers for each Division.

## **1.7 QUALITY ASSURANCE**

- A. Environmental Project Management and Coordination: Contractor to identify one person on Contractor's staff to be responsible for environmental issues compliance and coordination.
  1. Experience: Environmental project manager shall have experience relating to sustainable building construction.
  2. Responsibilities: Carefully review the Contract Documents for environmental issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.
  3. Meetings: Discuss Environmental Goals at following meetings.
    - a. Pre-construction meeting.
    - b. Pre-installation meetings.
    - c. Regularly scheduled job-site meetings.
    - d. Special sustainability issues meetings.
- B. Environmental Issues Criteria: Comply with requirements listed in the Specification Sections.
- C. Acceptable Indoor Air Emissions Testing Laboratories:
  1. Selection of testing laboratories shall include assessment of prior experience in conducting indoor source emissions tests.
  2. The proposed laboratory shall be an independent company or organization not related to the manufacturer of the products to be tested.
  3. Submit documentation on proposed laboratory for review and approval by Owner.

## **1.8 DELIVERY, STORAGE, AND HANDLING**

- A. Packaging: Deliver materials in recyclable or in reusable packaging such as cardboard, wood, paper, or reusable blankets, which will be reclaimed by supplier or manufacturer for recycling.

## **ENVIRONMENTAL PROCEDURES**

### **SECTION 01 3543**

**22-1551**

1. Minimize packaging materials to maximum extent possible while still ensuring protection of materials during delivery, storage, and handling.
  2. Unacceptable Packaging Materials: Polyurethane, polyisocyanate, polystyrene, polyethylene, and similar plastic materials such as “foam” plastics and “shrink-fit” plastics.
  3. Reusable Blankets: Deliver and store materials in reusable blankets and mats reclaimed by the manufacturers or suppliers for reuse where the reclamation program exists or where a program can be developed for such reuse.
  4. Pallets: Where pallets are used, suppliers shall be responsible to ensure pallets are removed from site for reuse or for recycling.
  5. Corrugated Cardboard and Paper: Where paper products are used, recycle as part of the construction waste management recycling program, or return to the material’s manufacturer for use by the manufacturer or supplier.
  6. Sealants, Paint, Primers, Adhesives, and Coating Containers: Return to the supplier or manufacturer for reuse where such program is available.
- B. Comply with the additional requirements specified in Section 01 7419, Construction Waste Management and Disposal.

#### **1.9 FIELD CONDITIONS**

- A. No smoking will be permitted in indoor Project site locations, in accordance with California Labor Code (Section 400-6413.5).
- B. Environmental Product Certification:
1. Include certification that indicates cleaning materials comply with requirements of these Specifications.
- C. Construction Ventilation and Preconditioning:
1. Temporary Construction Ventilation: Maintain sufficient temporary ventilation of areas where materials are being used that emit VOCs. Maintain ventilation continuously during installation, and until emissions dissipate following installation. If continuous ventilation is not possible utilizing the building’s HVAC system(s) then ventilation shall be supplied using open windows and temporary fans, sufficient to provide no less than three air changes per hour.
    - a. Period after installation shall be sufficient to dissipate odors and elevated concentrations of VOCs. Where no specific period is stated in these Specifications, a time period of 72 hours shall be used.
    - b. Ventilate areas directly to outside; ventilation to other enclosed areas is not acceptable.
  2. During dust producing activities, including drywall installation and finishing, turn ventilation system off, and openings in supply and return HVAC system shall be protected from dust infiltration. Provide temporary ventilation as required.
  3. Preconditioning: Prior to installation, allow products which have odors and significant VOC emissions to off-gas in dry, well-ventilated space for 14 calendar days to allow for reasonable dissipation of odors and emissions prior to delivery to Project site and installation.

- a. Condition products without containers and packaging to maximize off-gassing of VOCs
  - b. Condition products in ventilated warehouse or other building. Comply with substitution requirements for consideration of other locations.
- D. Protection:
  - 1. Moisture Stains: Materials with evidence of moisture damage, including stains, are not acceptable, including both stored and installed materials; immediately remove from site and properly dispose.
    - a. Take special care to prevent an accumulation of moisture on installed materials and within packaging during delivery, storage, and handling to prevent development of molds and mildew on packaging and on products
    - b. Immediately remove from site and properly dispose of materials showing signs of mold and signs of mildew, including materials with moisture stains.
    - c. Replace moldy materials with new, undamaged materials.
  - 2. Ducts: Seal ducts during transportation, delivery, and construction to prevent accumulation of construction dust and construction debris inside of ducts.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. Requests for substitutions shall comply with requirements specified in Specification Section 01 3300, Submittals, and with the following additional information required where environmental issues are specified:
  - 1. Indicate how each proposed substitution complies with requirements for VOCs.
  - 2. Owner, in consultation with Architect reserve the right to reject proposed substitutions where data for VOCs is not provided or where emissions of individual VOCs are higher than for the specified materials.
  - 3. Comply with the specified recycled content and other environmental requirements.

## **PART 3 - EXECUTION**

### **3.1 FIELD QUALITY CONTROL**

- A. Sequencing:
  - 1. On-Site Application: Where odorous and/or high VOC emitting products are applied on-site, apply prior to installation of porous and fibrous materials. Where this is not possible, protect porous materials with polyethylene vapor retarders.
  - 2. Complete interior finish material installation no less than 14 days prior to Substantial Completion to allow for Building Flush Out as described in Paragraph 3.1B.

**ENVIRONMENTAL PROCEDURES**  
**SECTION 01 3543**  
**22-1551**

**3.2 CLEANING**

- A. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces using cleaning and maintenance products that conform to standards as described in Part 1 of this Section.
- B. Clean equipment and fixtures to sanitary condition using cleaning and maintenance products that conform to standards as described in Part 1 of this Section.
- C. Products used for cleaning shall comply with Proposition 65 and the additional restrictions for volatile organic compounds specified in Section 01 6116.
- D. If ducts were not sealed during construction, and contain dust or dirt, clean ducts using HEPA vacuum immediately prior to Substantial Completion and prior to using ducts to circulate air. Oil film on sheet metal shall be removed before shipment to site. Ducts shall be inspected to confirm that no oil film is present. Remove oil film.
- E. Replace air filters, both pre and final filters, just prior to Substantial Completion.
- F. Remove and properly dispose of recyclable materials using construction waste management program described in Section 01 7419, Construction Waste Management and Disposal.

**3.3 PROTECTION**

- A. Protect interior materials from water intrusion or penetration where interior products are not intended for wet applications and are exposed to moisture.
- B. Protect installed products using methods that do not support growth of mold and mildew.
  - 1. Immediately remove from site materials with mold or mildew.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 3543\_environmental procedures.docx*



DOCUMENT 01 41 00

## **REGULATORY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;
- B. Special Conditions; and
- C. Quality Control.

#### **1.02 DESCRIPTION:**

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

#### **1.03 REQUIREMENTS OF REGULATORY AGENCIES:**

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
  - (1) California Building Standards Administrative Code, Part 1, Title 24, CCR.
  - (2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).
  - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
  - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
  - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).



- (6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).
- (7) California Referenced Standards Code, Part 12, Title 24, CCR.
- (8) State Fire Marshal Regulations, Public Safety, Title 19, CCR.
- (9) Partial List of Applicable National Fire Protection Association (NFPA) Standards:
  - (a) NFPA 13 - Automatic Sprinkler System.
  - (b) NFPA 14 - Standpipes Systems.
  - (c) NFPA 17A - Wet Chemical System
  - (d) NFPA 24 - Private Fire Mains.
  - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
  - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
  - (g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
- (10) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:
  - (a) DSA IR A-6 - Construction Change Document Submittal and Approval Processes.
  - (b) DSA IR A-7 - Project Inspector Certification and Approval.
  - (c) DSA IR A-8 - Project Inspector and Assistant Inspector Duties and Performance.
  - (d) DSA IR A-12 - Assistant Inspector Approval.
- (11) DSA Procedures ("DSA PR")
  - (a) DSA PR 13-01 - Construction Oversight Process
  - (b) DSA PR 13-02 - Project Certification Process
- B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:
  - (1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.
  - (2) Special inspections per Section 4-333(c).



- (3) Deferred Approvals per section 4-317(g).
- (4) Verified reports per Sections 4-336 & 4-343(c).
- (5) Duties of the Architect & Engineers shall be per Sections 4-333(a) and 4-341.
- (6) Duties of the Contractor shall be per Section 4-343.
- (7) Duties of Project Inspector shall be per Section 4-334.
- (8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.

- (1) Contractor shall submit the following to Architect for review and endorsement:
  - (a) Product information on proposed material/system supplier.
  - (b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.
  - (c) All other requirements as may be required by DSA.
- (2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.
- (3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.
- (4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.

**PART 2 – PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT



## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Standard reference abbreviations use in the Project Manual.
  - 2. Requirements for standard references use in the various Specification Sections.

### **1.2 STANDARD SPECIFICATIONS**

- A. The contract Documents contain references to various standard specifications, codes, practices, and requirements for materials, work quality, installation, inspections and tests published and issued by the organizations, societies, and associations. Such references are hereby made part of the Contract Documents to the extent required.
- B. When standard specifications are included by abbreviation and number only, it is assumed that the Contractor is familiar with and has ready access to the specified standards.
- C. When the effective date of a reference standard is not given, it shall be understood that the current edition or latest revision thereof and any amendments or supplements thereto in effect on the date of original issue of these Contract Documents, as indicated on the cover, shall govern the Work.
- D. Reference standards are not furnished with the contract Documents, because the Contractor, subcontractors, manufacturers, suppliers, and the trades involved are assumed to be familiar with their requirements
- E. Contractor shall obtain its own copies of required specified referenced publications.
- F. The specification or standard referred to shall have full force and effect as though printed in these specifications.
- G. In addition to those standards specifically referenced in the Specifications, comply with the accepted industry standards and trade association recommendations for the respective portions of Work.
- H. In the case of difference between referenced standards and the Contract Documents, the most stringent requirements prevail.

### **1.3 STANDARD SPECIFICATION ABBREVIATIONS**

- A. In addition to abbreviations indicated on the Drawings, references in the Project Manual to trade associations, technical societies, recognized authorities, and other institutions may include the following organizations, which are sometimes referred to by only the corresponding abbreviations. Not all abbreviations are listed, and not all listed abbreviations are used.
- B. Initialisms and Acronyms:

## **ABBREVIATIONS AND ACRONYMS**

### **SECTION 01 4213**

**22-1551**

1.	AA	Aluminum Association
2.	AAMA	American Architectural Manufacturers Association
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	AATCC	American Association of Textile Chemists and Colorists
5.	ABAA	Air Barrier Association of America
6.	ACI	American Concrete Institute
7.	ACS	Access Compliance Section (DSA)
8.	ACSE	American Society of Civil Engineers
9.	ADA	American with Disabilities Act
10.	AGA	American Galvanizers Association
11.	AIA	American Insurance Association (successor to NBFU)
12.	AISC	American Institute of Steel Construction
13.	AISI	American Iron and Steel Institute
14.	AITC	American Institute of Timber Construction
15.	ALSC	American Lumber Standards Committee
16.	ANSI	American National Standards Institute
17.	APA	The Engineered Wood Association
18.	ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning
19.	ASTM	ASTM International
20.	AWI	Architectural Woodwork Institute
21.	AWPA	American Wood Protection Association
22.	AWS	American Welding Society
23.	BHMA	Builders Hardware Manufacturers Association
24.	CALGreen	California Green Building Standards Code
25.	CBC	California Building Code
26.	CEC	California Electrical Code
27.	CFC	California Fire Code
28.	CLFMI	Chain Link Fence Manufacturing Institute
29.	CMC	California Mechanical Code
30.	CPC	California Plumbing Code
31.	CRA	California Redwood Association
32.	CRI	Carpet and Rug Institute
33.	CRSI	Concrete Reinforcing Steel Institute
34.	CS	Commercial Standard of National Bureau of Standards (US Dept of Commerce)
35.	DHI	Door and Hardware Institute
36.	DSA	Division of the State Architect
37.	DTSC	Department of Toxic Substances Control
38.	EPA	Environmental Protection Agency
39.	FDA	U.S. Food and Drug Administration

**ABBREVIATIONS AND ACRONYMS**  
**SECTION 01 4213**  
**22-1551**

40.	FLS	Fire & Life Safety (DSA)
41.	FM	Factory Mutual
42.	FS	Federal Specification of General Services Administration
43.	FSC	Forest Stewardship Council
44.	GA	Gypsum Association
45.	HMMA	Hollow Metal Manufacturers Association
46.	ICC-ES	International Code Council Evaluation Service
47.	ISO	International Organization for Standards
48.	MIA	Masonry Institute of America
49.	MMPA	Moulding and Millwork Producers Association
50.	MPI	Master Painters Institute
51.	NAAMM	National Association of Architectural Metal Manufactures
52.	NAAWS	North American Architectural Woodwork Standards
53.	NBFU	National Board of Fire Underwriters (See AIA)
54.	NBHA	National Builders Hardware Association
55.	NEC	National Electric Code of NFPA
56.	NEMA	National Electrical Manufacturers Association
57.	NFPA	National Fire Protection Association
58.	NFSHSA	National Federation of State High School Associations
59.	NRCA	National Roofing Contractors Association
60.	OSHA	Occupational Safety and Health Administration
61.	PCA	Portland Cement Association
62.	PCI	Precast Concrete Institute
63.	PI	Project Inspector
64.	PLIB	Pacific Lumber Inspection Bureau
65.	RIS	Redwood Inspection Service (Grading Rules)
66.	SCAQMD	South Coast Air Quality Management District
67.	SEI	Structural Engineering Institute
68.	SDI	Steel Door Institute
69.	SJI	Steel Joist Institute
70.	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
71.	SMF	Office of the State Fire Marshal
72.	SPR	Simplified Practice Recommendation (US Dept. of Commerce)
73.	SSMA	Steel Stud Manufacturers Association
74.	SSPC	The society for Protective Coatings
75.	SWPPP	Storm Water Pollution Prevention Plan
76.	TCNA	Tile Council of North America
77.	Title 19	California Code of Regulations - Public Safety
78.	Title 24	California Code of Regulations - Building Codes
79.	TMS	The Masonry Institute

## **ABBREVIATIONS AND ACRONYMS**

### **SECTION 01 4213**

**22-1551**

- |     |       |   |
|-----|-------|---|
| 80. | UL    | Underwriter's Laboratories, Inc.                        |
| 81. | WCLIB | West Coast Lumber Inspection Bureau (successor to WCLA) |
| 82. | WDMA  | Window and Door Manufacturers Association               |
| 83. | WI    | Woodwork Institute                                      |
| 84. | WRCLA | Western Red Cedar Lumber Association                    |
| 85. | WWPA  | Western Wood Products Association                       |

### **END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 4213\_abbreviations and acronyms.docx*  
*Last Updated: December 16, 2021*

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Definitions of terms and requirements pertaining to the contract documents,

### **1.2 RELATED REQUIREMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section.

### **1.3 DESCRIPTION OF REQUIREMENTS**

- A. General Explanation: A substantial amount of specification language consists of definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in contract documents are defined in this Section. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the Contract Documents.
- B. General Requirements: The provisions or requirements of Division 1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.
- C. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.
- D. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in sections at first instance of use. Trade association names and titles of general standards are frequently abbreviated.

### **1.4 DEFINITIONS**

- A. Approve: Where used in conjunction with Architect's/ Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect/Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- B. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and

**DEFINITIONS AND STANDARDS**  
**SECTION 01 4216**  
**22-1551**

"permitted" mean "directed by Architect", "requested by Architect", and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

- C. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, unloaded, ready for assembly, installation, etc., as applicable in each instance. See Also "Provide".
- D. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specification, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- E. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance. See also "Provide".
- F. Installer: The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
- G. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are either minimums or maximums as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- H. Project Site: The term "project site" is defined as the space available to the Contractor for performance of the work, either exclusively of or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- J. Specialists, Assignments: In certain instances, specification test requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements should not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended

**DEFINITIONS AND STANDARDS**  
**SECTION 01 4216**  
**22-1551**

to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

- K. Testing Laboratory: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
- L. Trades: Except as otherwise indicated, the use of titles, such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.

**1.5 DRAWING SYMBOLS:**

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

**1.6 INDUSTRY STANDARDS:**

- A. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herewith. Refer to other contract documents for resolution of overlapping and conflicting requirements which result from the application of several different industry standards to the same unit of work. Refer to individual unit of work sections for indications of which specialized codes and standards the Contractor must keep at the project site, available for reference.
- B. Referenced Standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
- C. Non-referenced Standards are hereby defined as having no particular applicability to the work, except as a general requirement of whether the work complies with standards recognized in the construction industry.
- D. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

**DEFINITIONS AND STANDARDS**  
**SECTION 01 4216**  
**22-1551**

- E. Copies of Standards: The contract documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with recognized industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents.
1. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source.
  2. Although a certain number of copies of these standards may be required as a part of the submittal, the Architect/Engineer reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of the requirements.
- F. Acronyms: Where acronyms are used in the specifications or other contract documents they are defined to mean the industry recognized name of the trade association, standards generating organization, governing authority or other entity applicable to the context of the test provision.

**1.7 GOVERNING REGULATIONS/AUTHORITIES**

- A. General: The procedure followed by Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decisions having a bearing on performance of the work.
- B. "Regulations" is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.

**1.8 SUBMITTALS**

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipt for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 4216\_definitions and standards.docx*  
*Last Updated: December 16, 2021*





DOCUMENT 01 42 19

**REFERENCES**

**PART 1 - GENERAL**

**1.01 SCHEDULE OF REFERENCES:**

**The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.**

AA	The Aluminum Association 1400 Crystal Drive, Suite 430 Arlington, VA 22202 <a href="http://www.aluminum.org">www.aluminum.org</a>	703/358-2960
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005 <a href="http://www.aabc.com">www.aabc.com</a>	202/737-0202
AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 550 Schaumburg, IL 60173-4268 <a href="http://www.aamanet.org">www.aamanet.org</a>	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 N Capitol St. NW - Suite 249 Washington, DC 20001 <a href="http://www.transportation.org">www.transportation.org</a>	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709 2215 <a href="http://www.aatcc.org">www.aatcc.org</a>	919/549-8141
ACA	American Coatings Association 1500 Rhode Island Ave., NW Washington DC, 20005 <a href="http://www.paint.org">www.paint.org</a>	202/462-6272



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



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



APA	Architectural Precast Association 325 John Know Rd, Ste L103 Tallahassee, FL 32303 <a href="http://www.archprecast.org">www.archprecast.org</a>	850/205.5637
ARI	Air Conditioning and Refrigeration Institute (now Air-Conditioning, Heating, & Refrigeration Institute) 2111 Wilson Blvd, Suite 500 Arlington, VA 22201 <a href="http://www.ahrinet.org">www.ahrinet.org</a>	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association Public Information Department 750 National Press Building 529 14th Street, NW Washington, DC 20045 <a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a>	202/591-2450
ASA	The Acoustical Society of America ASA Office Manager Suite 1N01 2 Huntington Quadrangle Melville, NY 11747-4502 <a href="http://asa.aip.org">http://asa.aip.org</a>	516/576-2360
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 <a href="http://www.asce.org">www.asce.org</a>	800/548-2723 703/295-6300
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 <a href="http://www.ashrae.org">www.ashrae.org</a>	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 <a href="http://www.asla.org">www.asla.org</a>	202/898-2444
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990 <a href="http://www.asme.org">www.asme.org</a>	800/434-2763
ASPE	American Society of Plumbing Engineers 2980 S River Rd. Des Plaines, IL 60018 <a href="http://aspe.org">http://aspe.org</a>	847/296-0002



ASQ	American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 <a href="http://asq.org">http://asq.org</a>	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 901 Canterbury, Suite A Westlake, Ohio 44145 <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	440/835-3040
ASTM	ASTM International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 <a href="http://www.astm.org">www.astm.org</a>	610/832-9500
AWCI	Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 <a href="http://www.awci.org">www.awci.org</a>	703/538-1600
AWPA	American Wood Protection Association P.O. Box 361784 Birmingham, AL 35236-1784 <a href="http://www.awpa.com">www.awpa.com</a>	205/733-4077
AWPI	American Wood Preservers Institute 2750 Prosperity Ave. Suite 550 Fairfax, VA 22031-4312 <a href="http://www.arcat.com">www.arcat.com</a>	800/356-AWPI 703/204-0500
AWS	American Welding Society 8669 Doral Boulevard, Suite 130 Doral, Florida 33166 <a href="http://www.aws.org">www.aws.org</a>	800/443-9353 305/443-9353
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 <a href="http://www.awinet.org">www.awinet.org</a>	571/323-3636
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 <a href="http://www.awwa.org">www.awwa.org</a>	800/926-7337 303/794 7711



BHMA	Builders Hardware Manufacturers Association 355 Lexington Avenue, 15th floor New York, NY 10017 <a href="http://www.buildershardware.com">www.buildershardware.com</a>	212/297-2122
BIA	The Brick Industry Association 1850 Centennial Park Drive, Suite 301 Reston, VA 20191 <a href="http://www.gobrick.com">www.gobrick.com</a>	703/620-0010
CGA	Compressed Gas Association 14501 George Carter Way, Suite 103 Chantilly VA 20151-2923 <a href="http://www.cganet.com">www.cganet.com</a>	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 <a href="http://www.cisca.org">www.cisca.org</a>	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 1064 Delaware Avenue SE Atlanta, GA 30316 <a href="http://www.cispi.org">www.cispi.org</a>	404/622-0073
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 <a href="http://www.associationsites.com/main-pub.cfm?usr=clfma">www.associationsites.com/main-pub.cfm?usr=clfma</a>	410/290-6267
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 <a href="http://www.compositepanel.org">www.compositepanel.org</a>	703/724-1128
CPSC	Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814 <a href="http://www.cpsc.gov">www.cpsc.gov</a>	301/504-7923 800/638-2772
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949 <a href="http://www.calredwood.org">www.calredwood.org</a>	415/382-0662



CRI	Carpet and Rug Institute P.O. Box 2048 Dalton, Georgia 30722-2048 <a href="http://www.carpet-rug.org">www.carpet-rug.org</a>	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 4758 <a href="http://www.crsi.org">www.crsi.org</a>	847/517-1200
CSI	The Construction Specifications Institute 110 South Union Street, Suite 100 Alexandria VA 22314 <a href="http://www.csinet.org">www.csinet.org</a>	800/689-2900
CTIOA	Ceramic Tile Institute of America 12061 Jefferson Blvd. Culver City, CA 90230-6219 <a href="http://www.ctioa.org">www.ctioa.org</a>	310/574-7800
DHI	Door and Hardware Institute (formerly National Builders Hardware Association) 14150 Newbrook Dr. Chantilly, VA 20151 <a href="http://www.dhi.org">www.dhi.org</a>	703/222-2010
DIPRA	Ductile Iron Pipe Research Association 2000 2nd Avenue, South Suite 429 Birmingham, AL 35233 <a href="http://www.dipra.org">www.dipra.org</a>	205/402-8700
DOC	U.S. Department of Commerce 1401 Constitution Ave., NW Washington, D.C. 20230 <a href="http://www.commerce.gov">www.commerce.gov</a>	202/482-2000
DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 <a href="http://www.dot.gov">www.dot.gov</a>	855/368-4200
EJMA	Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 <a href="http://www.ejma.org">www.ejma.org</a>	914/332-0040



EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 <a href="http://www.epa.gov">www.epa.gov</a>	202/272-0167
FCICA	Floor Covering Installation Contractors Association 7439 Millwood Drive West Bloomfield, MI 48322 <a href="http://www.fcica.com">www.fcica.com</a>	248/661-5015 877/TO-FCICA
FM Global	Factory Mutual Insurance Company Amy Daley Global Practice Leader – Education, Public Entities, Health Care FM Global 270 Central Avenue Johnston, RI 02919-4949 <a href="http://www.fmglobal.com">www.fmglobal.com</a>	401/275-3000 401/275-3029
FS	General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 <a href="http://www.gsa.gov">www.gsa.gov</a>	202/619-8925
GA	The Gypsum Association 6525 Belcrest Road, Suite 480 Hyattsville, MD 20782 <a href="http://www.gypsum.org">www.gypsum.org</a>	301/277-8686
GANA	Glass Association of North America 800 SW Jackson St., Suite 1500 Topeka, KS 66612-1200 <a href="http://www.glasswebsite.com">www.glasswebsite.com</a>	785/271-0208
HMA	Hardwood Manufacturers Association 665 Rodi Road, Suite 305 Pittsburgh, PA 15235 <a href="http://hmamembers.org">http://hmamembers.org</a>	412/244-0440
HPVA	Hardwood Plywood & Veneer Association 1825 Michael Faraday Drive Reston, Virginia 20190 <a href="http://www.hpva.org">www.hpva.org</a>	703/435-2900





IAPMO	International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 <a href="http://www.iapmo.org">www.iapmo.org</a>	909/472-4100
ICC	International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 <a href="http://www.iccsafe.org">www.iccsafe.org</a>	888/422-7233
IEEE	Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 <a href="http://www.ieee.org">www.ieee.org</a>	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 <a href="http://www.ies.org">www.ies.org</a>	212/248-5000
ITRK	Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 <a href="http://www.intertek.com">www.intertek.com</a>	607/753-6711
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850 <a href="http://www.mcaa.org">www.mcaa.org</a>	301/869-5800
MIA	Marble Institute of America 28901 Clemens Rd, Ste 100 Cleveland, OH 44145 <a href="http://www.marble-institute.com">www.marble-institute.com</a>	440/250-9222
MMPA (formerly WMMPA)	Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 <a href="http://www.wmmpa.com">www.wmmpa.com</a>	530/661-9591 800/550-7889



MSS	Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602 <a href="http://mss-hq.org">http://mss-hq.org</a>	703/281-6613
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 <a href="http://www.naamm.org">www.naamm.org</a>	630/942-6591
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 <a href="http://www.naima.org">www.naima.org</a>	703/684-0084
NAPA	National Asphalt Pavement Association 5100 Forbes Blvd. Lanham, MD USA 20706-4407 <a href="http://www.asphaltpavement.org">www.asphaltpavement.org</a>	888/468-6499 301/731-4748
NCSPA	National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 LB9 Dallas, TX 75244 <a href="http://www.ncspa.org">www.ncspa.org</a>	972/850-1907
NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 <a href="http://www.ncma.org">www.ncma.org</a>	703/713-1900
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 <a href="http://www.nebb.org">www.nebb.org</a>	301/977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814 <a href="http://www.necanet.org">www.necanet.org</a>	301/657-3110
NEMA	National Electrical Manufacturers Association 1300 North 17th Street, Suite 1752 Rosslyn, Virginia 22209 <a href="http://www.nema.org">www.nema.org</a>	703/841-3200



NEII	National Elevator Industry, Inc. 1677 County Route 64 P.O. Box 838 Salem, New York 12865-0838 <a href="http://www.neii.org">www.neii.org</a>	518/854-3100
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, Massachusetts USA 02169-7471 <a href="http://www.nfpa.org">www.nfpa.org</a>	617/770-3000
NHLA	National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 <a href="http://www.nhla.com">www.nhla.com</a>	901/377-1818
NIA	National Insulation Association 12100 Sunset Hills Road, Suite 330 Reston, VA 20190 <a href="http://www.insulation.org">www.insulation.org</a>	703/464-6422
NRCA	National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 <a href="http://www.nrca.net">www.nrca.net</a>	847/299-9070
NSF	NSF International P.O. Box 130140 789 N. Dixboro Road Ann Arbor, MI 48113-0140, USA <a href="http://www.nsf.org">www.nsf.org</a>	800/673-6275 734/769-8010
NTMA	National Terrazzo and Mosaic Association PO Box 2605 Fredericksburg, TX 78624 <a href="http://www.ntma.com">www.ntma.com</a>	800/323-9736
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Washington, D.C. 20210 <a href="http://www.osha.gov">www.osha.gov</a>	800/321-OSHA (6742)



PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 or 500 New Jersey Ave., N.W. 7 <sup>th</sup> Floor Washington, D.C. 20001 <a href="http://www.cement.org">www.cement.org</a>	847/966-6200 202/408-9494
PCI	Precast/Prestressed Concrete Institute 200 W. Adams St. #2100 Chicago, IL 60606 <a href="http://www.pci.org">www.pci.org</a>	312/786-0300
PDCA	Painting and Decorating Contractors of America 2316 Millpark Drive, Ste 220 Maryland Heights, MO 63043 <a href="http://www.pdca.com">www.pdca.com</a>	800/332-PDCA (7322) 314/514-7322
PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 <a href="http://pdionline.org">http://pdionline.org</a>	978/557-0720 800/589-8956
PEI	Porcelain Enamel Institute, Inc. P.O. Box 920220 Norcross, GA 30010 <a href="http://www.porcelainenamel.com">www.porcelainenamel.com</a>	770/676-9366
PG&E	Pacific Gas & Electric Company <a href="http://www.pge.com">www.pge.com</a>	800/743-5000
PLANET	Professional Landcare Network 950 Herndon Parkway, Suite 450 Herndon, Virginia 20170 <a href="http://www.landcarenetwork.org">www.landcarenetwork.org</a>	703/736-9666 800/395-2522 703/736-9668
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange GA 30240 <a href="http://www.rfci.com">www.rfci.com</a>	706/882-3833
RIS	Redwood Inspection Service 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523 <a href="http://www.redwoodinspection.com">www.redwoodinspection.com</a>	925/935-1499
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60021 <a href="http://www.sdi.org">www.sdi.org</a>	847/458-4647



SDI	Steel Door Institute 30200 Detroit Road Westlake, Ohio 44145 <a href="http://www.steeldoor.org">www.steeldoor.org</a>	440/899-0010
SJI	Steel Joist Institute 234 W. Cheves Street Florence, SC 29501 <a href="http://steeljoist.org">http://steeljoist.org</a>	843/407-4091
SMA	Stucco Manufacturers Association 500 East Yale Loop Irvine, CA 92614 <a href="http://www.stuccomfgassoc.com">www.stuccomfgassoc.com</a>	949/387.7611
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, Virginia 20151-1219 <a href="http://www.smacna.org">www.smacna.org</a>	703/803-2980
SPI	SPI: The Plastics Industry Trade Association, Inc. 1667 K St., NW, Suite 1000 Washington, DC 20006 <a href="http://www.plasticsindustry.org">www.plasticsindustry.org</a>	202/974-5200
SSPC	Society for Protective Coatings (formerly the Steel Structures Painting Council) 40 24th St 6th Fl Pittsburgh, PA 15222 <a href="http://www.sspc.org">www.sspc.org</a>	412/281-2331 877/281-7772
TCA	The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 <a href="http://www.tcnatile.com">www.tcnatile.com</a>	864/646-8453
TPI	Truss Plate Institute 218 North Lee Street, Suite 312 Alexandria, VA 22314 <a href="http://www.tpinst.org">www.tpinst.org</a>	703/683-1010
TPI	Turfgrass Producers International 2 East Main Street East Dundee, IL 60118 <a href="http://www.turfgrasssod.org">www.turfgrasssod.org</a>	800/405-8873 847/649-5555



TCIA	Tree Care Industry Association (formerly the National Arborist Association) 136 Harvey Road, Suite 101 Londonderry, NH 03053 <a href="http://www.tcia.org">www.tcia.org</a>	800/733-2622
TVI	The Vermiculite Institute c/o The Schundler Company 150 Whitman Avenue Edison, NJ. 08817 <a href="http://www.vermiculiteinstitute.org">www.vermiculiteinstitute.org</a>	732/287-2244
UL	Underwriters Laboratories Inc. 333 Pfingsten Road Northbrook, IL 60062-2096 <a href="http://www.ul.com">www.ul.com</a>	847/272-8800 877/854-3577
UNI	Uni-Bell PVC Pipe Association 2711 LBJ Freeway, Suite 1000 Dallas, TX 75234 <a href="http://www.uni-bell.org">www.uni-bell.org</a>	972/243-3902
USDA	U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 <a href="http://www.usda.gov">www.usda.gov</a>	202/720-2791
WA	Wallcoverings Association 401 North Michigan Avenue Suite 2200 Chicago, IL 60611 <a href="http://www.wallcoverings.org">www.wallcoverings.org</a>	312/321-5166



WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281 or 6980 S.W. Varns Tigard, OR 97223 www.wclib.org	503/639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, New York 10017 www.wcmanet.org	212/297-2122
WDMA	Window & Door Manufacturers Association 401 N. Michigan Avenue, Suite 2200 Chicago, IL 60611 or 2025 M Street, NW, Ste. 800 Washington, D.C. 20036-3309 www.wdma.com	312/321-6802 202/367-1157
WI	Woodwork Institute P.O. Box 980247 West Sacramento, CA 95798 www.wicnet.org	916/372-9943
WRI	Wire Reinforcement Institute 942 Main Street Hartford, CT 06103 www.wirereinforcementinstitute.org	860/240-9545
WWCA	Western Wall & Ceiling Contractors Association 1910 N. Lime St. Orange, California 92865 www.wwcca.org	714/221-5520
WWPA	Western Wood Products Association 522 SW Fifth Ave., Suite 500 Portland, OR 97204-2122 www2.wwpa.org	503/224-3930

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT



DOCUMENT 01 43 00

## **MATERIALS AND EQUIPMENT**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

#### **1.02 MATERIAL AND EQUIPMENT**

- A. Only items approved by the District and/or Design Professional shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

#### **1.03 MATERIAL AND EQUIPMENT COLORS**

- A. The District and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

#### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.





- D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

### **2.02 FACILITIES AND EQUIPMENT**

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

### **2.03 MATERIAL REFERENCE STANDARDS**

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.



## **PART 3 - EXECUTION**

### **3.01 WORKMANSHIP**

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

### **3.02 COORDINATION**

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

### **3.03 COMPLETENESS**

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

### **3.04 APPROVED INSTALLER OR APPLICATOR**

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.



### **3.05 MANUFACTURER'S RECOMMENDATIONS**

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements related to inspections, tests, and related quality control procedures required to be performed by the Contractor and that facilitate the Contractor's compliance with the Contract Documents.

### **1.2 RELATED REQUIREMENTS**

- A. Section 01 3300, Submittal Procedures; submission of manufacturers' instructions and certificates.
- B. Section 01 4523, Testing and Inspecting Services, and DSA 103; Special Tests and Inspections required by authorities having jurisdiction and are the responsibility of Owner.
- C. Section 01 7700, Closeout Procedures.
- D. Specific requirements for testing, inspections, mockups, and other quality control requirements as described in the various Sections of the Specifications.

### **1.3 DEFINITIONS**

- A. Experienced: When used with an entity or individual, and unless otherwise specified, means having successfully completed a minimum of three 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.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. 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, assembly, and similar operations.
- D. Mockups: Full-size, physical assemblies that are constructed on-site and in-place mockups to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, interface, testing, and operation of various building components. Mockups are not samples.
- E. Tests: Procedures intended to establish the quality, performance, or reliability of a product or system conducted by a qualified Testing Agency.
- F. Source Quality-Control Tests: Tests and inspections related to materials manufactured or fabricated away from the jobsite that will be incorporated into the work.

**FIELD QUALITY CONTROL PROCEDURES**  
**SECTION 01 4516**  
**22-1551**

- G. Testing Agency: An independent entity engaged to perform specific tests, inspections, or both, is qualified to operate in California, and meets the additional requirements specified.
  - 1. Testing laboratory shall mean the same as Testing Agency.
- H. 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.
- I. 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. Contractor's quality-control services do not include Contract administration activities performed by Architect.

**1.4 REFERENCES AND STANDARD SPECIFICATIONS**

- A. General:
  - 1. The Contract Documents contain references to various standard specifications, codes, practices, and requirements for materials, work quality, installation, inspections, and tests published and issued by the organizations, societies, and associations.
  - 2. Contractor shall obtain its own copies of required specified referenced publications.
  - 3. The specification or standard referred to shall have full force and effect as though printed in these Specifications.
  - 4. When the effective date of a reference standard is not specified, it shall be understood that the current edition or latest revision thereof and any amendments or supplements thereto in effect on the date of the DSA approval, shall govern the Work.
  - 5. The contractual relationships, duties, and responsibilities of the parties in Contract or those of the Architect shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- B. Products or workmanship specified by association, trade, or other consensus standards shall comply with requirements of the referenced standard or specification except when more rigid requirements are specified or are required by applicable codes.
- C. Conflicting Requirements:
  - 1. If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
  - 2. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

**1.5 ADMINISTRATIVE REQUIREMENTS**

- A. Submittal Procedures:
  - 1. Informational Submittals shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  - 2. Closeout Submittals shall be submitted in accordance with Section 01 7700, Closeout Procedures.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Schedule of Tests and Inspections.
- B. Field Superintendent's Quality Control Responsibilities.
- C. Procedures for inspection prior to subsequent Work or cover up.
- D. Qualifications of Contractor's Testing Agencies.
- E. Certified copies of Reports and Documents.

**1.7 CLOSEOUT SUBMITTALS**

- A. Permits, Licenses, and Certificates: 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.
- B. Test and Inspection Log including final record for each test and inspection as specified in Part 3 and in accordance with Section 01 7839, Project Record Documents.

**1.8 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports where specified in the Specification 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.

**FIELD QUALITY CONTROL PROCEDURES**  
**SECTION 01 4516**  
**22-1551**

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.

**1.9 QUALITY ASSURANCE**

- A. Minimum Quantity or Quality Levels:
1. 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.
  2. Refer uncertainties to Architect for a decision before proceeding.
- B. 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(s).
- C. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- D. Correct conditions or workmanship not in conformance with specified standards or quality. Do so immediately after non-conformance item is discovered or within a reasonable time frame agreed upon with Construction Manager.
- E. Comply with manufacturers' instructions, including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from the Architect before proceeding.
- F. Comply with specified standards as minimum quality for the Work, except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- G. Perform Work by persons qualified to produce required and specified quality.
- H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- I. Upon delivery to the jobsite, materials and products shall be inspected for compliance with the Project Specifications.
1. Nonconforming materials, products, equipment, hardware, tools and/or safety devices shall be removed immediately from the general work area and stored within a secured area approved by the Owner as "NON CONFORMING MATERIALS AREA" to ensure that defective or nonconforming materials are not incorporated into or used on the project
  2. Materials or products shall not be removed from the designated area until they are deemed by the Architect to be in compliance, or until they are modified or fixed to

**FIELD QUALITY CONTROL PROCEDURES**  
**SECTION 01 4516**  
**22-1551**

meet the project specifications, or until they are removed from the jobsite for the purposes of disposal or shipment back to the manufacturer.

**1.10 CONTRACTORS TESTING AGENCY**

- A. Qualifications: At Contractor's expense, provide an independent testing laboratory nationally recognized according to 29 CFR 1910.7 and accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP,) or other independent agency with the experience and capability to conduct testing and inspecting indicated, documented according to ASTM E329; with additional qualifications specified in individual Sections; and, where required, that is acceptable to authorities having jurisdiction.
- B. Testing Agency shall cooperate with Architect, Owner's Project Inspector, and Contractor in performance of duties.
- C. Testing Agency shall provide qualified personnel to perform required tests and inspections.
- D. Testing Agency shall not be authorized to release, revoke, alter, or increase the Contract Document requirements, approve or accept any portion of the Work, or perform any duties of Contractor.

**1.11 TESTS AND INSPECTIONS**

- A. Preconstruction Testing: Where preconstruction testing is specified to verify performance requirements, comply with the following as applicable:
  - 1. Contractor Responsibilities:
    - 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. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project unless approved by Architect in writing.
- B. Tests and Inspections indicated in individual Specification Sections shall be conducted by a qualified Testing Agency. The responsibilities of the Testing Agency shall be as follows:



**FIELD QUALITY CONTROL PROCEDURES**  
**SECTION 01 4516**  
**22-1551**

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect, Owner's Project Inspector, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submit a certified written report of each test, inspection, and similar quality-control service to Architect and Owner's Project Inspector with copy to Contractor and to DSA.
  4. Submit a final report of tests and inspections at Substantial Completion which includes a list of unresolved deficiencies.
  5. Interpret tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retest and reinspect corrected work.
- C. Monitoring and Documentation: Contractor shall maintain testing and inspection reports including log of approved and rejected results as specified in Part 3.
1. Include work Architect has indicated as nonconforming or defective.
  2. Indicate corrective actions taken to bring nonconforming work into compliance with requirements.
  3. Comply with requirements of the California Division of the State Architect (DSA).

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.1 NOTIFICATIONS**

- A. Contractor shall provide the following notifications;
1. Owner's Project Inspector writing:
    - a. 24 hours in advance of starting new Work
    - b. 24 hours in advance of each test or inspection
  2. 48 hours' prior notice, minimum, to the Testing Agency for required tests and inspections.

**3.2 TEST AND INSPECTION FIELD BINDER**

- A. Contractor shall maintain in the Field Office a Test and Inspection Field Binder that includes a hard copy of the following documents:
1. Approved Quality Control Plan.
  2. Specification Sections that apply to the respective portions of work.
  3. RFI's, CCD's or other approved document that changes the work.

4. Manufacturer's Installation Instructions (MII).
5. Specific details of the Work as requested by the Inspector.
6. Test and Inspection Log.

### **3.3 TEST AND INSPECTION LOG**

- A. Prepare and maintain a record of tests and inspections using an electronic spreadsheet.
- B. Include the following information:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. List pertinent detail/sheet number.
  4. List pertinent Specification Section.
  5. Attach manufacturer's installation inspections if applicable.
  6. List and attach RFI's, ASI's or CCD's affecting the Work.
  7. Date Inspector verified work is acceptable.
- C. Final record for each test and inspection shall be submitted on Contractors letterhead and include the name of the responsible person to verify Work was in accordance with the approved Contract Documents.

### **3.4 MANUFACTURERS' FIELD SERVICES**

- A. When specified in respective Specification Sections, Contractor shall require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting and balancing of equipment as applicable, and to make appropriate recommendations. Contractor is responsible for proper notification of manufacturer's representative before installation of applicable work and for obtaining necessary inspection certificate stating that installation was observed and approved.
- B. Product Performance Verification: The supplier of products specified based on performance criteria shall, at the request of the Agency, inspect the installed product and certify conformance of the product to specified criteria under the installed conditions.
- C. Manufacturer's representative shall submit written report to the Architect listing observations and recommendations.

### **3.5 TOLERANCES - GENERAL**

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

**FIELD QUALITY CONTROL PROCEDURES**  
**SECTION 01 4516**  
**22-1551**

**3.6 DIMENSIONING AND TOLERANCES FOR ACCESSIBILITY**

- A. While it is recognized that construction practices generally permit a level of reasonable dimensional tolerance, the installation of items subject to compliance with the Americans with Disabilities Act Accessibility Guidelines and Chapter 11B of the California Building Code, typically does not allow such tolerances. Therefore, these dimensions are to be considered absolute and will be strictly enforced. Items found to be out of tolerance may require modification and/or replacement at Contractor's expense.

**3.7 REPAIR AND PROTECTION**

- A. 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.
  - 2. 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 Section 01 7329, Cutting and Patching.
- 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**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 4516\_field quality control procedures.docx*  
*Last Updated: August 28, 2020*

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Requirements for Testing Laboratory.
  - 2. Contractor's responsibilities for facilitation of Testing and Inspections.

### **1.2 RELATED SECTIONS AND DOCUMENTS**

- A. Geologic Hazards & Soils Report.
- B. DSA 103 - Structural Test & Inspections List.
- C. Section 31 0000, Earthwork.
- D. Individual Specification Sections: Inspections and tests required, and standards for testing.

### **1.3 REFERENCES**

- A. California Administrative Code (CAC), edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).
- B. California Building Code (CBC), edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).

### **1.4 SELECTION AND PAYMENT**

- A. Testing laboratory shall be approved by both the Architect and the Division of the State Architect.
- B. Owner will employ and pay for services of an independent testing laboratory to perform specified inspection and testing. Retesting costs for failed tests will be the Contractors responsibility and will be back-charged against the contract.
- C. Under provisions for Relocatable Building construction, Owner limits his exposure to in-plant inspection and testing costs. Refer to other Specification Sections related to such specific construction.
- D. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

### **1.5 LABORATORY REPORTS**

- A. After each inspection and test, promptly submit two copies of laboratory report to Owner, Architect, Contractor and DSA.
- B. Include:

## **TESTING AND INSPECTION SERVICES**

### **SECTION 01 4523**

**22-1551**

1. Date of issue,
2. DSA Application and File numbers,
3. Project title and number,
4. Name of inspector,
5. Date and time of sampling or inspection,
6. Identification of product and Specification Section,
7. Location in the Project,
8. Type of inspection or test,
9. Date of test,
10. Results of test,
11. Conformance with Contract Documents.

C. When requested by Architect, provide interpretation of test results.

#### **1.6 LIMITS ON TESTING LABORATORY AUTHORITY**

- A. Laboratory may not release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the work.

#### **1.7 CONTRACTOR RESPONSIBILITIES**

- A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs. Allow reasonable time for review and testing.
- B. Arrange for, and coordinate with, laboratory for all required testing and inspection. Provide adequate notice, in advance, for proper scheduling and processing of testing. The Inspector will not be responsible for scheduling or arranging for testing and inspection services.
- C. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.
- D. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at the source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

**TESTING AND INSPECTION SERVICES**

**SECTION 01 4523**

**22-1551**

- E. Notify Architect, Inspector, Structural Engineer (when applicable) and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 4523\_testing and inspection services.docx  
Last Updated: December 16, 2021*



DOCUMENT 01 50 00

## **TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Site Standards; and
- D. Construction Waste Management and Disposal.

#### **1.02 TEMPORARY UTILITIES:**

A. Electric Power and Lighting:

- (1) Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
- (2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
- (3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
- (4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.

B. Heat and Ventilation:

- (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to



protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

- (1) Contractor shall pay for water used during the course of the Work. Contractor shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s), on the Site, or other location approved by the local water agency, to point of intended use.
- (2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

- (1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service:

- (1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.
- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.





F. Fire Protection:

- (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

- (1) Contractor shall provide trash removal on a timely basis. Under no circumstance shall Contractor use District trash service.

H. Field Office:

- (1) If Contractor chooses to provide a field office, it shall be an acceptable construction trailer that is well-lit and ventilated. The construction trailer shall be equipped with shelves, desks, filing cabinet, chairs, and such other items of equipment needed. Trailer and equipment are the property of the Contractor and must be removed from the Site upon completion of the Work.
- (2) Contractor shall provide any additional electric lighting and power required for the trailer. Contractor shall make adequate provisions for heating and cooling as required.

I. Temporary Facilities:

- (1) Contractor to provide temporary perimeter fencing necessary to secure the work site.

**1.03 CONSTRUCTION AIDS:**

A. Plant and Equipment:

- (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
- (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

- B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.



#### **1.04 BARRIERS AND ENCLOSURES:**

- A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection:
  - (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
  - (2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.
  - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
  - (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.
  - (5) Excavation around Trees:
    - (a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
    - (b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and



larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

- (c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
- (d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
- (e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
- (f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

#### **1.05 SECURITY:**

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

#### **1.06 TEMPORARY CONTROLS:**

##### **A. Noise Control:**

- (1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

##### **B. Noise and Vibration:**

- (1) Equipment and impact tools shall have intake and exhaust mufflers.



- (2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

- (1) Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution:

- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

**1.07 JOB SIGN(S):**

A. General:

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



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

B. Materials:

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

C. Fabrication:

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

**1.08 PUBLICITY RELEASES:**

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the District.

**PART 2 – PRODUCTS Not used.**

**PART 3 – EXECUTION Not used.**

END OF DOCUMENT



DOCUMENT 01 52 13

**FIELD OFFICES**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

**1.02 SECTION INCLUDES:**

- A. Requirements for Field Offices and Field Office Trailers.

**1.03 SUMMARY:**

- A. General: Contractor shall provide District's Field Office Trailer and contents, for District's use exclusively, during the term of the Contract.
- B. Property: Trailer, furniture, furnishings, equipment, and the like, supplied by the Contractor with the Office Trailer shall remain the property of the Contractor; District property items installed, delivered, and the like by District within the Office Trailer will remain District's property.
- C. Modifications: District reserves the right to modify the trailer or contents, or both, as may be deemed proper by District.
- D. Condition: Trailer and contents shall be clean, neat, substantially finished, in good, proper, and safe condition for use, operation, and the like; the trailer and contents shall not be required to be new.
- E. Installation Timing: Provide safe, fully furnished, functional, proper, complete, and finished trailer properly ready for entire use, within fourteen (14) calendar days of District's notification of the issuance of Notice to Proceed.

**1.04 SUBMITTALS:**

- A. General: Submit submittals to District in quantity, format, type, and the like, as specified herein.
- B. Office Trailer Data: One (1) copy of manufacturer's descriptive data, technical descriptions, regulatory compliance, industry standards, installation, removal, and maintenance instructions.



- C. Equipment Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- D. Furniture and Furnishings Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- E. Plans: One (1) reproducible copy of appropriately scaled plans of trailer layout. Plans shall include, but not be limited to: lighting; furniture; equipment; telephone and electrical outlets; and the like.
- F. Product Samples: One (1) complete and entire unit of each type, if directed by District.

### **1.05 QUALITY ASSURANCE**

- A. Standards: In the event that provisions of codes, regulations, safety orders, Contract Documents, referenced manufacturer's specifications, manufacturer's instructions, industry standards, and the like, are in conflict, the more restrictive and higher quality shall govern.
- B. Installer: Installer or Installers engaged by Contractor must have a minimum of five (5) years of documented and properly authenticated successful experience of specialization in the installation of the items or systems, or both, specified herein.
- C. Manufacturer: Contractor shall obtain products from nationally and industry recognized Manufacturer with five (5) years minimum, of immediately recent, continuous, documented and properly authenticated successful experience of specialization in the manufacture of the product specified herein.
- D. State Personnel Training: Provide proper training for maintenance and operations, including emergency procedures, and the like, as directed by District.
- E. Units: Shall be sound and free of defects, and shall not include any damage or defect that will impair the safety, installation, performance, or the durability of the entire Office Trailer and appurtenant systems.

### **1.06 REGULATORY REQUIREMENTS**

- A. General: Work shall be executed in accordance with applicable Codes, Regulations, Statutes, Enactments, Rulings, Laws, each authority having jurisdiction, and including, but not limited to, Regulatory Requirements specified herein.
- B. California Building Standards Code ("CBSC").
- C. California Code of Regulations, Title 25, Chapter 3, Sub Chapter 2, Article 3 ("CCR").
- D. Coach Insignia: Trailer shall display California Commercial Coach Insignia; such insignia shall be deemed to show that the trailer is in accordance with the Construction and Fire Safety requirements of CCR.



## **PART 2 – PRODUCTS**

### **2.01 FIELD OFFICE TRAILER**

- A. General: Provide entire Field Office Trailer of type, function, operation, capacity, size, complete with controls, safety devices, accessories, and the like, for proper and durable installation. Partitions, walls, ceiling, and other interior and exterior surfaces shall be appropriately finished, including, but not limited to, trim, painting, wall base, floor covering, suspended or similar ceiling, and the like; provide systems, components, units, nuts, bolts, screws, anchoring devices, fastening devices, washers, accessories, adhesives, sealants, and other items of type, grade, and class required for the particular use, not identified but required for a complete, weather-tight, appropriately operating, and finished installation.
- B. Manufacturers: General Electric Capital Modular Space; The Space Place, Inc.; or equal.
- C. Program: Provide a wheel-mounted trailer with stairs, landings, platforms, ramps, and the like, in good, proper, safe, clean, and properly finished condition; with proper heavy duty locks, and other proper and effective security at all doors, windows, and the like. Trailer shall be maintained in good, proper, safe, clean, and properly finished condition during the Contract.
  - (1) Nominal Trailer Size: Four hundred eighty (480) square feet, minimum.
  - (2) Stairs, Platform: Properly finished stairs, platforms, and ramps.
  - (3) Doors: Two (2), three (3) foot wide exterior doors with locksets; finished ramp, steps, and entry platform at each exterior door.
  - (4) Keys: Submit five (5) keys for each door, window, furniture unit, and the like. There shall be no other key copies or originals available; each key shall be identified for District; and shall be labeled, or tagged or both, as directed by District.
  - (5) HVAC: NOT USED
  - (6) Lighting: Sixty-five (65) foot-candles illumination minimum at any point, at thirty (30) inches above finished floor throughout from fluorescent light source, exclusively, or as directed by District.
  - (7) Electrical Outlets: One (1) duplex outlet evenly spaced every twelve (12) linear horizontal feet of wall face, and electrical service ready for use.
  - (8) Telephones and Telephone Outlets: Two (2) telephone lines wired, connected to telephone utility service, and ready for use, and two (2) telephone instruments, each with two (2)-line capability, speed dial and hands-free feature. Locate each outlet as directed by District.





- (9) Voicemail Messaging System or Answering Machine: One (1) unit, two (2)-line; digital.

## **2.02 FIELD OFFICE TRAILER ITEMS**

- A. General: Provide the Field Office Trailer with the following arranged into two (2) workstations:
- (1) Desks: Two (2) desks: thirty-six (36) inches by sixty (60) inches; steel, laminated plastic top; locking, one (1) or two (2) file drawers single pedestal; steel; provide five (5) keys to District.
  - (2) Tables: Two (2) tables; thirty-six (36) inches by sixty (60) inches; twenty-nine (29) inches high; steel, laminated plastic top tables; one (1) at each desk.
  - (3) Chairs: Two (2) chairs: swivel; steel; with seat cushion and arms; one (1) at each desk.
  - (4) Waste Baskets: Two (2) waste baskets, one at each desk.
- B. Furniture and Equipment: Provide in the space located to effect efficient and logical use.
- (1) File cabinet: One (1); four (4) drawer; lateral; steel locking.
  - (2) Plan Table: One (1) plan table: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawers.
  - (3) Drafting Stool: One (1) drafting stool; swiveling; steel; padded; adjustable; with footrest and casters.
  - (4) Bookshelf: One (1) bookshelf: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawer.
  - (5) Plan Rack: One (1) wheel mounted plan rack.
  - (6) Waste Baskets: One (1) large waste basket.
  - (7) Coat/Hat Hanger: Wall mounted with minimum capacity for four (4) garments and ten (10) hats.
  - (8) Document Management System: Shall include an integrated high-volume printer, copier, and facsimile machine, including stand, base, and storage cabinet; and shall include the following features:
    - (a) Type: Laser, dry electrostatic transfer, plain paper, digital, multi-function imaging system.
    - (b) Network: Ethernet or Token Ring network ready, Plug-and-Play.



- (c) Print, send/receive facsimile from any connected workstation.
- (d) Resolution: Six hundred (600) dots per inch by six hundred (600) dots per inch, minimum.
- (e) Print Speed: Twenty (20) pages per minute, minimum.
- (f) Copies: Twenty (20) copies per minute, minimum.
- (g) Document Handler: Forty (40) sheet, minimum
- (h) Collator: Forty (40) bin, minimum, with stapling.
- (i) Duplexing: Capable.
- (j) Paper Size: Capable of handling paper sizes to eleven (11) inches by seventeen (17) inches.
- (k) Paper Cassettes: One (1) each for eight and one half (8.5) inches by eleven (11) inches, eight and one half (8.5) inches by fourteen (14) inches, and eleven (11) inches by seventeen (17) inches paper sizes; minimum two hundred fifty (250) sheets per cassette.
- (l) Reduction/Enlargement: Capable of reduction to twenty-five percent (25%) and enlargement to two hundred percent (200%).
- (m) Facsimile Electronic Storage: Capable of storing minimum of fifty (50) speed dial numbers, group faxing and broadcast faxing.
- (n) Facsimile Scanning: Capable of scanning into memory a minimum of one hundred (100) pages with maximum scan time of three (3) seconds per page.
- (o) Halftone: Sixty-four (64) levels.
- (p) Redial: Automatic and Manual.
- (9) Maintenance: Contractor shall purchase service agreements for each unit of equipment for the duration of the project plus two (2) months, and shall maintain all equipment in proper working condition. Service agreements shall include provision for replacement of toner cartridges and other items required to effect proper unit use. Service agreements shall also provide for:
  - (a) Unlimited Service Calls.
  - (b) Same Day Response.
  - (c) All parts, labor, preventative maintenance and mileage.



- (d) All chemicals, such as toner, fixing agent, and the like.
- (e) System training and setup.
- (10) Portable Toilets: Two (2); each shall include a urinal; each unit shall be a properly enclosed chemical unit conforming to ANSI Z4.3.
  - (a) Location: As directed by District.
  - (b) Maintenance: Maintain each unit and surrounding areas in a clean, hygienic and orderly manner, at all time. Empty, clean, and sanitize each unit each day at a location and time as directed by District.
  - (c) Removal: Relocate, or remove from the site, each Portable Toilet. Upon such directive by District, the Contractor shall forthwith relocate or remove each Portable Toilet and submit the affected areas to a condition which existed prior to the installation of each Portable Toilet, within three (3) calendar days, or as directed by District in writing, at no cost to District.

## **2.03 UTILITY AND SERVICES**

- A. Telephone Service: Contractor shall provide and interface the entire telephone service, and shall properly and timely pay for telephone service for District's non-long-distance use.
- B. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the Work.

## **2.04 FINISHES**

- A. General: Manufacturer standard finish system over surfaces properly cleaned, pretreated, and prepared to obtain proper bond; all visible surfaces shall be coated.
- B. Finish: Color as selected by District from manufacturer standard palette.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. General: Properly prepare area and affected items to receive the Work. Set Work accurately in location, alignment, and elevation; rigidly, securely, and firmly anchor to appropriate structure; install plumb, straight, square, level, true, without racking, rigidly anchored to proper solid blocking, substrate, and the like; provide appropriate type and quantity of reinforcements, fasteners, adhesives, self-adhesive and other tapes; lubricants, coatings, accessories, and the like, as required for a complete, structurally rigid, stable, sound, and appropriately finished installation, in accordance with manufacturer's published instructions, and as indicated. The more restrictive and higher quality requirement shall govern. Moving parts shall be properly secured, without binding, looseness, noise, and the like.



- B. Installation: Install in accordance with 25 CCR 3.2.3 and as directed by District; jack up trailer and level both ways; mount on proper concrete piers with all load off wheels; provide required tie down and accessories per Section 4368 of referenced CCR, and as directed by District.
- C. Rejected Work: Work, materials, unit, items, systems, and the like, not accepted by District shall be deemed rejected, and shall forthwith be removed and replaced with proper and new Work, materials, unit, items, systems, and the like at no cost to District.
- D. Standard: Comply with manufacturer's published instructions, or with instructions as shown or indicated; the more restrictive and higher quality requirement shall govern.
- E. Location: As directed by District.
- F. Fire Resistance: Construct and install in accordance with UL requirements.
- G. Maintenance: Contractor shall maintain trailer and adjacent areas in a safe, clean and hygienic condition throughout the duration of the Work, and as directed by District. Properly repair or replace furniture or other items, as directed by District. Properly remove unsafe, damaged, or broken furniture, or similar items, and replace with safe and proper items. Contractor shall pay cost of all services, repair, and maintenance, or replacement of each item.
- H. Janitorial Service: Provide professional janitorial services, including, but not limited to, trash, waste paper baskets, fill paper dispensers; clean and dust all furniture, files, and the like; sweep and mop resilient and similar flooring; and vacuum carpeting and similar flooring.
  - (1) Frequency: Two (2) times per week, minimum.
- I. Removal: Properly remove the Office Trailer and contents from the Site upon completion of the Contract, or as directed by District in writing. Forthwith properly patch and repair affected areas; replace damaged items with new items. Carefully and properly inventory, clean, pack, store, and protect District property; submit District property to District at a date, time and location as directed by District.

END OF DOCUMENT

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes: VOC restrictions for product categories listed below under Article "DEFINITIONS" and in compliance with the following.
  - 1. California Code of Regulations, Title 24, Part 11 California Green Building Standards Code.
  - 2. No Rating System is applicable.
- B. Products of each category that are installed in the project must comply; applicable laws and ordinances do not allow for partial compliance.
- C. Listing of a product in these Specifications shall not be construed as a solicitation or requirement to use any product or combination of products in violation of the requirements of South Coast Air Quality Management District Rule No.1168, as described in Rule 1168(g).
  - 1. If a listed product does not meet the requirements of this rule, request approval for use of an alternate product by the same or another manufacturer meeting the requirements of this rule.
  - 2. Do not use products which do not meet the requirements of this rule.

### **1.2 RELATED REQUIREMENTS**

- A. Divisions 01 through 33 contain related requirements specific to the work of each of these Sections. Requirements may or may not include reference to this Section.

### **1.3 REFERENCES**

- A. California Green Building Standards Code (CALGreen), edition as noted on the Drawings, as adopted by the California Division of the State Architect (DSA).
- B. Low-Emitting Materials Product List; California Collaborative for High Performance Schools (CHPS); current edition at [www.chps.net/](http://www.chps.net/).
- C. CRI (GLCC) - Green Label Testing Program - Approved Product Categories for Carpet Cushion; Carpet and Rug Institute; current edition.
- D. CRI (GLP) - Green Label Plus Carpet Testing Program - Approved Products; Carpet and Rug Institute; current edition.
- E. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute; current listings at [www.greenguard.org](http://www.greenguard.org).
- F. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.
- G. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; [www.aqmd.gov](http://www.aqmd.gov).

## **VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS**

### **SECTION 01 6116**

**22-1551**

- H. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at [www.scscertified.com](http://www.scscertified.com).

#### **1.4 DEFINITIONS**

- A. VOC-Restricted Products: Products of each of the following categories when installed or applied on-site:
  - 1. Adhesives, sealants, and sealer coatings, regardless of specification Section or Division.
  - 2. Paints and coatings.
  - 3. Carpet and resilient flooring.
  - 4. Composite wood products; plywood, particleboard, wood fiberboard.
- B. Adhesives: Gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- C. Sealants: Gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

#### **1.5 SUBMITTAL REQUIREMENTS**

- A. Product Data: For each VOC-restricted product used in the project, submit product data showing compliance, except when another type of evidence of compliance is required.
- B. Verification of Compliance: Submit for each different product in each applicable category.
  - 1. Identify evidence submittals with the words "CALGreen VOC Compliance Report".
- C. Installer Certifications for Accessory Materials:
  - 1. Require each installer of any type of product, not just the products for which VOC restrictions are specified, to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of their products, or 2) that such products used comply with these requirements.
  - 2. Use the form following at the end of Part 3 in this Section for Installer certifications.

#### **1.6 QUALITY ASSURANCE**

- A. Manufacturer's Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this Section.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General:

## VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS

SECTION 01 6116

22-1551

1. Provide products conforming to local, State and Federal government requirements limiting the amount of volatile organic compounds contained in the product, for its intended application. If specified product exceeds current requirement, provide conforming product at no additional cost.
  2. Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168 and less where required by code.
  3. Products are specified in multiple Sections throughout these Specifications.
- B. Composite Wood Products: Comply with CALGreen Section 5.504 and Table 5.504.4.5 formaldehyde limits for hardwood plywood, particleboard, and medium density fiberboard composite wood products used on the interior and exterior of the building.
1. Verification of Compliance: Acceptable types are:
    - a. Certification by manufacturer that product complies with requirements.
    - b. Published product data showing compliance with requirements.
    - c. Chain of custody certifications.
    - d. Product labeled and invoiced as meeting the Composite Wood Products regulation (CCR, Title 17, Section 93120, et seq.).
    - e. Products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269, or European 636 3S standards.
    - f. Other method acceptable to enforcing agency.

Table 5.504.4.5 FORMALDEHYDE LIMITS	
Maximum Formaldehyde Emissions in Parts per Million	
Product	Current Limit
Hardwood plywood veneer core	0.05
Hardwood plywood composite core	0.05
Particleboard	0.09
Medium density fiberboard	0.11
Thin medium density fiberboard <sup>1</sup>	0.13
Note 1: Thin medium density fiberboard has a maximum thickness of 5/16 inch (8 mm).	

- C. Insulation: Comply with CALGreen Section 5.504.4.8.2 formaldehyde limits for insulation.
1. Verification of Compliance: Documentation from manufacturer verifying thermal insulation materials meet the pollutant emission limits of one of the following.
    - a. The VOC-emission limits defined in 2014 CACHPS criteria and listed on its High Performance Products Database.
    - b. California Department of Public Health 2010 Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, Version 1.1, February 2010 (also known as Specification 01350.)

**VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS**  
**SECTION 01 6116**  
**22-1551**

D. Adhesives, Including Carpet and Cushion Adhesives: Comply with CALGreen Section 5.504 and Table 5.504.4.1.

1. Verification of Compliance: Acceptable types are:
  - a. Report of laboratory testing performed in accordance with requirements.
  - b. Published product data showing compliance with requirements.
  - c. Certification by manufacturer that product complies with requirements.
2. Aerosol Adhesives: Comply with Table 5.504.4.1 of CalGreen Section 5.504, and California Code of Regulations Title 17, Section 94507.
  - a. Verification of Compliance: Acceptable types are:
    - 1) Current GreenSeal Certification.
    - 2) Report of laboratory testing performed in accordance with GreenSeal GS-36 requirements.
    - 3) Published product data showing compliance with requirements.
3. Products used shall comply with the following limits.

<b>Table 5.504.4.1 ADHESIVE VOC LIMIT</b>	
<b>Architectural Applications</b>	<b>Current VOC Limit</b>
Indoor Carpet Adhesives	50
Carpet Pad Adhesives	50
Outdoor Carpet Adhesives	150
Wood Flooring Adhesive	100
Rubber Floor Adhesives	60
Subfloor Adhesives	50
Ceramic Tile Adhesives	65
VCT and Asphalt Tile Adhesives	50
Dry Wall and Panel Adhesives	50
Cove Base Adhesives	50
Multipurpose Construction Adhesives	70
Structural Glazing Adhesives	100
Single Ply Roof Membrane Adhesives	250
Other adhesives not specifically listed	250
<b>VOC Limits and Effective Dates**</b>	
<b>Specialty Applications</b>	<b>Current VOC Limit</b>
PVC Welding	510
CPVC Welding	490
ABS Welding	325
Plastic Cement Welding	250
Adhesive Primer for Plastic	550
Contact Adhesive	80
Special Purpose Contact Adhesive	250
Structural Wood Member Adhesive	140
Top and Trim Adhesive	250



# VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS

SECTION 01 6116

22-1551

<b>Table 5.504.4.1 ADHESIVE VOC LIMIT</b>	
** The specified limits remain in effect unless revised limits are listed in the current governing edition of CalGreen.	
For adhesives, adhesive bonding primers, or any other primer not regulated by the above two Tables and applied to the following substrates, the following limits shall apply:	
<b>Substrate Specific Applications</b>	<b>Current VOC Limit</b>
Metal to Metal	30
Plastic Foams	50
Porous Material (except wood)	50
Wood	30
Fiberglass 80	80
Note: If an adhesive is used to bond dissimilar substrates together the adhesive with the highest VOC content shall be allowed.	

E. Joint Sealants: Comply with CALGreen Section 5.504 and Table 5.504.4.2.

1. Verification of Compliance: Acceptable types are:
  - a. Report of laboratory testing performed in accordance with requirements.
  - b. Published product data showing compliance with requirements.
  - c. Certification by manufacturer that product complies with requirements.
2. Products used shall comply with the following limits.

<b>Table 5.504.4.2 SEALANT VOC LIMIT</b>	
Less Water and Less Exempt Compounds in Grams per Liter	
<b>Sealant</b>	<b>Current VOC Limit</b>
Architectural	250
Marine Deck	760
Non-Membrane Roof	300
Roadway	250
Single-Ply Roof Membrane	450
Other	420
<b>Sealant Primers</b>	
	<b>Current VOC Limit</b>
Architectural	
Non-Porous	250
Porous	775
Modified Bituminous	500
Marine Deck	760
Other	750
For low-solid adhesives or sealants the VOC limit is expressed in grams per liter of material; for all other adhesives and sealants, VOC limits are expressed as grams of VOC per liter of adhesive or sealant less water and less exempt compounds.	

## **VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS**

### **SECTION 01 6116**

**22-1551**

- F. Resilient Flooring Products: Comply with CALGreen 5.504.4.6.
  - 1. Eighty percent of floor area receiving resilient flooring shall meet one of the following:
    - a. Certified under the Resilient Floor Covering Institute (RFCI) FloorScore program.
    - b. Compliant with the VOC-emission limits and testing requirements specified in the California Department of Public Health's 2010 Standard Method for the Testing and Evaluation Chambers, Version 1.1, February 2010;
    - c. Complying with VOC emission limits in CHPS 2009 criteria and listed on the Low Emitting Materials List or Product Registry.
    - d. Products certified under UL GREENGUARD Gold (formerly the Greenguard Children's & Schools Program).
  - 2. Verification of Compliance:
    - a. Documentation shall be provided verifying that resilient flooring materials meet the pollutant emission limits.
- G. Carpet: Comply with CALGreen 5.504.4.4.
  - 1. Verification of Compliance: Meet testing and product requirements of one of the following:
    - a. Carpet & Rug Institute "Green Label Plus".
    - b. California Department of Public Health Standard Practice for testing of VOC's (Specification 01 350).
    - c. NSF/ANSI 140 at Gold Level or higher.
    - d. Scientific Certification Systems Sustainable Choice or Compliant with the Collaborative for High Performance Schools California (2014 CA-CHPS) Criteria and listed in the CHPS High Performance Product Database.
- H. Carpet Cushion: Comply with CALGreen Section 5.504 and Table 5.504.4.1.
  - 1. Verification of Compliance:
    - a. Meet requirements of Carpet & Rug Institute's "Green Label Program."
- I. Paints and Coatings: Comply with CALGreen Section 5.504 and Table 5.504.4.3 based on the California Air Resources Board, Architectural Coatings Suggested Control Measure.
  - 1. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at Project site; or other method acceptable to authorities having jurisdiction.
    - a. Verification of Compliance: Acceptable types are:
      - 1) Report of laboratory testing performed in accordance with requirements.
      - 2) Published product data showing compliance with requirements.
      - 3) Certification by manufacturer that product complies with requirements.

**VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS**  
**SECTION 01 6116**  
**22-1551**

2. Provide coatings that comply with the most stringent requirements specified in the following:
  - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - b. South Coast Air Quality Management District Rule No.1168.
3. Products used shall comply with the following limits.

<b>Table 5.504.4.3 VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS</b> (See Notes 2 & 3 below)	
<b>Grams of VOC per Liter of Coating, less water and less exempt compounds</b>	
<b>Coating Category</b>	<b>Current VOC Limit 1/1/2012</b>
Flat Coatings	50
Non-Flat Coatings	100
Non-Flat High Gloss Coatings	150
<b>Specialty Coatings</b>	
Aluminum Roof Coatings	400
Basement Specialty Coatings	400
Bituminous Roof Coatings	50
Bituminous Roof Primers	350
Bond Breakers	350
Concrete Curing Compounds	350
Concrete / Masonry Sealers	100
Driveway Sealers	50
Dry Fog Coatings	150
Faux Finishing Coatings	350
Fire Resistive Coatings	350
Floor Coatings	100
Form-Release Compounds	250
Graphic Arts Coatings (Sign Paints)	500
High-Temperature Coatings	420
Industrial Maintenance Coatings	250
Low Solids Coatings (See Note 1 below)	120
Magnesite Cement Coatings	450
Mastic Texture Coatings	100
Metallic Pigmented Coatings	500
Multicolor Coatings	250
Pretreatment Wash Primers	420
Primers, Sealers and Undercoaters	100
Reactive Penetrating Sealers	350
Recycled Coatings	250
Roof Coatings	50
Rust Preventative Coatings	250

**VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS**  
**SECTION 01 6116**  
**22-1551**

<b>Table 5.504.4.3 VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS</b> (See Notes 2 & 3 below)	
<b>Grams of VOC per Liter of Coating, less water and less exempt compounds</b>	
<b>Coating Category</b>	<b>Current VOC Limit 1/1/2012</b>
Shellacs:	
Clear	730
Opaque	550
Specialty Primers, Sealers and Undercoaters	100
Stains	250
Stone Consolidants	450
Swimming Pool Coatings	340
Traffic Marking Coatings	100
Waterproofing Membranes	250
Wood Coatings	275
Wood Preservatives	350
Zinc Rich Primers	340
Note 1: Grams of VOC per liter of coating including water and including exempt compounds	
Note 2: Not Applicable	
Note 3: Values in this table are derived from those specified by the California Air Resources Board, Architectural Coatings Suggested Control Measure, February 1, 2008. More information is available from the Air Resources Board.	

4. Restricted Components: In addition to the specified VOC limits, paints and coatings shall not contain any of the following:
- Acrolein.
  - Acrylonitrile.
  - Antimony.
  - Benzene.
  - Butyl benzyl phthalate.
  - Cadmium.
  - Di (2-ethylhexyl) phthalate.
  - Di-n-butyl phthalate.
  - Di-n-octyl phthalate.
  - 1,2-dichlorobenzene.
  - Diethyl phthalate.
  - Dimethyl phthalate.
  - Ethylbenzene.
  - Formaldehyde.
  - Hexavalent chromium.
  - Isophorone.
  - Lead.
  - Mercury.

- s. Methyl ethyl ketone.
- t. Methyl isobutyl ketone.
- u. Methylene chloride.
- v. Naphthalene.
- w. Toluene (methylbenzene).
- x. 1,1,1-trichloroethane.
- y. Vinyl chloride.

### **PART 3 - EXECUTION**

#### **3.1 FIELD QUALITY CONTROL**

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality, including fines by authorities, due to installation of non-compliant products shall be borne by Contractor.

#### **3.2 CERTIFICATION FORM**

- A. Use of this Form:
  - 1. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, there is a possibility that such accessory materials might contain VOC content in excess of that permitted, especially where such materials have not been explicitly specified.
  - 2. Contractor is required to obtain and submit this Form from each installer of work on this project.
  - 3. For each product category listed, circle the correct words in brackets: either [HAS] or [HAS NOT].
  - 4. If these accessory materials have been used, attach to this form product data and MSDS sheet for each such product.

*(The Remainder of this Page is Intentionally Left Blank)*

**VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS**  
**SECTION 01 6116**  
**22-1551**

**ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM**

**IDENTIFICATION:**

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

Project No.: \_\_\_\_\_

Architect: \_\_\_\_\_

**PRODUCT CERTIFICATION:** I certify that the installation work of my firm on this project:

1. [HAS] [HAS NOT] required the use of any ADHESIVES.
2. [HAS] [HAS NOT] required the use of any JOINT SEALANTS.
3. [HAS] [HAS NOT] required the use of any PAINTS OR COATINGS.
4. [HAS] [HAS NOT] required the use of any COMPOSITE WOOD or AGRIFIBER PRODUCTS.

Product data and MSDS sheets are attached.

**CERTIFIED BY (Installer/Manufacturer/Supplier Firm):**

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

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

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

Title: \_\_\_\_\_ (officer of company)

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

**VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS**  
**SECTION 01 6116**  
**22-1551**

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 6116.10\_volatile organic compound (voc) restrictions.docx*  
*Last Updated: January 18, 2022*



DOCUMENT 01 64 00

**OWNER-FURNISHED PRODUCTS**

**NOT USED**

END OF DOCUMENT





SECTION 01 66 00

**PRODUCT DELIVERY, STORAGE AND HANDLING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

**1.02 PRODUCTS**

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

**1.03 TRANSPORTATION AND HANDLING**

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

**1.04 STORAGE AND PROTECTION**

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.



- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

**PART 2 – PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

**FIELD ENGINEERING AND  
CONSTRUCTION SURVEYING  
SECTION 01 7123  
22-1545**

**PART 1 - GENERAL**

**1.1 INCLUSION OF OTHER CONTRACT DOCUMENTS**

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

**1.2 SECTION INCLUDES**

- A. Contractor to provide and pay for field engineering services required for the execution of work, including, but not limited to:
  - 1. Survey Work required in execution of the Bid Package Work scope.
  - 2. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
- B. Provide field staking of site improvements included in Bid Package; identify existing survey reference points and property line corner stakes indicated on Drawings.
- C. Locate and be aware of all existing on-site utility lines and improvements.

**1.3 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. Qualified California registered professional engineer or registered land surveyor, acceptable to Contractor and the District Representative.
- B. Registered professional engineer of discipline required for specific service on Project, licensed in State of California.

**1.4 SUBMITTALS**

- A. Submit name, address, and license of surveyor and/or professional engineer to the District Representative.

**1.5 PROJECT SURVEY REQUIREMENTS**

- A. Establish and maintain lines and levels as necessary to locate and layout entire scope of Work in Bid Package.
- B. Preserve and protect all on-site underground utility lines and existing on-site improvements in the area of construction.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Cutting and patching:
    - a. For construction that is defective, or as required to install incomplete work shown in the Contract Documents.
    - b. To extend work or restore existing construction to its original condition, unless otherwise specified or shown on the drawings.

### **1.2 RELATED REQUIREMENTS**

- A. Section 01 6116, Volatile Organic Compound (VOC) Restrictions, for VOC limits pertaining to adhesives, sealants, fillers, primers, and coatings.
- B. Section 31 2333, Trenching and Backfilling.

### **1.3 REFERENCES**

- A. California Building Code (CBC), edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).
- B. California Green Building Standards Code (CALGreen), edition as noted on the Drawings, as adopted by the California Division of the State Architect (DSA).

### **1.4 ADMINISTRATION REQUIREMENTS**

- A. Submittal Procedures:
  - 1. Action Submittals and Informational Submittals shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  - 2. Closeout Submittals shall be submitted in accordance with Section 01 7700, Closeout Procedures.
  - 3. Sustainable Design Submittals shall comply with the additional requirements of Section 01 8113, Sustainable Design Requirements.

### **1.5 ACTION SUBMITTALS**

- A. Manufacturer's Data: For products not included in the specifications, submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, and installation instructions.
- B. Samples: As requested by the Architect.
- C. Request for Cutting and Patching:

## **CUTTING AND PATCHING**

### **SECTION 01 7329**

**22-1551**

1. Submit a written request to Architect well in advance of executing any cutting or alteration which affects:
    - a. Work of the Owner or any separate contractor.
    - b. Structural value or integrity of any element of the Project.
    - c. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
    - d. Efficiency, operational life, maintenance or safety of operational elements.
    - e. Visual qualities of sight-exposed elements.
    - f. No cutting of structural elements is allowed unless shown on the Division of the State Architect's approved drawings
  2. Request shall include:
    - a. Project identification.
    - b. Description of affected work.
    - c. Necessity for cutting, alteration or excavation.
    - d. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
    - e. Description of proposed work:
      - 1) Scope of cutting, patching, alteration, or excavation.
      - 2) Trades who will execute the work.
      - 3) Products proposed to be used.
      - 4) Extent of refinishing to be done.
    - f. Alternatives to cutting and patching.
    - g. Cost proposal, when applicable.
    - h. Written permission of any separate contractor whose work will be affected.
- D. Should conditions of work or schedule indicate change of products from original installation, Contractor shall submit request for substitution.
- E. Submit written notice to Architect designating date and time work will be uncovered.

## **1.6 INFORMATIONAL SUBMITTALS**

- A. Sample of manufacturer's warranty, where applicable.
- B. Sustainable Design:
  1. General:
    - a. Submit information necessary to establish and document compliance with the California Green Building Standards Code.
    - b. Sustainable design submittals are in addition to other submittals.
  2. The following information shall be provided:
    - a. Adhesives and Sealants: Evidence of compliance that products meet maximum VOC content limits specified in Section 01 6116.
    - b. Paints and Coatings: Evidence of compliance that products meet maximum VOC content limits specified in Section 01 6116.

**1.7 CLOSEOUT SUBMITTALS**

- A. Warranty/Guarantee: Submit executed warranties and Subcontractors' guarantees for products not included in the specifications.

**1.8 QUALITY ASSURANCE**

- A. Qualifications for Installers:
  - 1. General: As specified in the product specifications.
  - 2. Employ specially qualified installers or fabricators to perform cutting and patching for:
    - a. Weather-exposed or moisture-resistant elements.
    - b. Sight-exposed finished surfaces.
- B. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- C. Single-Source Responsibility: Use materials and products of one manufacturer whenever possible.
- D. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Project Inspector. Work not so inspected is subject to uncovering and replacement.

**1.9 FIELD CONDITIONS**

- A. Make and be responsible for all field dimensions necessary for proper fitting and completion of work. Report discrepancies to Architect before proceeding.

**1.10 WARRANTY**

- A. Manufacturer: In addition to the Contractor's and Subcontractor's Guarantee, furnish Owner with manufacturers' available fully executed written warranties for products not included in the specifications against defects in materials and workmanship

**PART 2 - PRODUCTS**

**2.1 DESIGN AND PERFORMANCE CRITERIA**

- A. Sustainable Design:
  - 1. VOC emissions for field-applied adhesives, sealants, and sealant primers must comply with limits specified in Section 01 6116.
  - 2. VOC emissions for field-applied paints and coatings must comply with limits specified in Section 01 6116.

**CUTTING AND PATCHING**  
**SECTION 01 7329**  
**22-1551**

**2.2 MATERIALS**

- A. Comply with these specifications, standards and manufacturer's recommendations for each specific product involved.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Inspect conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products, or performance of work.
- C. Verify that specified items may be installed in accordance with the approved design.
- D. In event of discrepancy, immediately notify Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

**3.2 PREPARATION**

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of Project which may be exposed by cutting and patching work, and maintain excavations free from water.

**3.3 INSTALLATION**

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
  - 1. Removal or cutting of concrete paving shall occur at adjacent expansion joint or control joint.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work, and in accordance with Section 31 2333, Trenching and Backfilling.
- C. Execute fitting and adjustment of products to provide finished installation to comply with specified products, functions, tolerances and finishes.
- D. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- E. Fit work airtight to pipe, sleeves, ducts, conduit and other penetrations through surfaces.
- F. Refinish entire surfaces as necessary to provide even finish to match adjacent finishes:

1. For continuous surfaces, refinish to nearest intersection.
2. For an assembly, refinish entire unit.

### **3.4 CLEANING AND ADJUSTING**

- A. In the event of damage, make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.
- B. Upon completion of installation, thoroughly wash surfaces and remove foreign material. Leave entire work in neat, orderly, clean and acceptable condition.

### **3.5 PROTECTION**

- A. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.
- B. Exposed finishes shall be free from scratches, dents, permanent discolorations and other defects in workmanship or material.

### **END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 7329\_cutting and patching.docx*  
*Last Updated: December 16, 2021*



## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section includes: Requirements and procedures for ensuring optimal diversion of construction waste materials generated by the Work from landfill disposal within the limits of the Construction Schedule and Contract Sum.
  - 1. The Work of this Contract requires that a minimum of **[65%]** by weight of the construction and demolition materials generated in the Work is diverted from landfill disposal through a combination of re-use and recycling activities.
  - 2. CAL-Green: Alternate waste reduction methods developed in cooperation with local agencies if diversion or recycle facilities capable of compliance with CAL-Green requirements do not exist within the haul boundary of the jobsite (California Code of Regulations, Title 24, Part 11, 5.408).
  - 3. Requirements for submittal of Contractor's Construction Waste and Recycling Plan prior to the commencement of the Work.
  - 4. Contractor's quantitative reports for construction waste materials as a condition of approval of progress payments submitted to the Architect.

### **1.2 RELATED REQUIREMENTS**

- A. Section 01 3516, Alteration Project Procedures.
- B. Section 01 7329, Cutting and Patching.
- C. Section 02 2600, Hazardous Material Abatement (Various Materials).
- D. Section 02 2623, Asbestos Assessment.
- E. Section 02 2626, Lead Assessment.
- F. Section 02 2629, Hazardous Materials Assessment - PCB Ballast & Fluorescent Lamps.
- G. Section 02 4116, Building Demolition.
- H. Section 02 4119, Selective Demolition.
- I. Section 31 1000, Site Clearing.

### **1.3 REFERENCES AND STANDARDS**

- A. California Green Building Standards Code (CALGreen), edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).

### **1.4 DEFINITIONS**

- A. Class III Landfill: A landfill that accepts non-hazardous resources such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and

**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**  
**SECTION 01 7419**  
**22-1551**

demolition operations. A Class III landfill must have a solid waste facilities permit from the California Integrated Waste Management Board (CIWMB) and is regulated by the Enforcement Agency (EA).

- B. Construction and Demolition Debris: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, Section 66261.3 et seq. This term includes, but is not limited to, asphalt concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The debris may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- C. C&D Recycling Center: A facility that receives only construction and demolition debris material that has been separated for reuse prior to receipt, in which the residual (disposed) amount of waste in the material is less than 10% of the amount separated for reuse by weight.
- D. Disposal: Final deposition of construction and demolition or inert debris into land, including stockpiling onto land of construction and demolition debris that has not been sorted for further processing or resale, if such stockpiling is for a period of time greater than 30 days; and construction and demolition debris that has been sorted for further processing or resale, if such stockpiling is for a period of time greater than one year, or stockpiling onto land of inert debris that is for a period of time greater than one year.
- E. Enforcement Agency (EA): Enforcement agency is the authority having jurisdiction within the Project location.
- F. Inert Disposal Facility or Inert Waste Landfill: A disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick, glass, and ceramics, for land disposal.
- G. Mixed Debris: Loads that include commingled recyclable and non-recyclable materials generated at the construction site.
- H. Mixed Debris Recycling Facility: A processing facility that accepts loads of commingled construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing the non-recyclable residual materials.
- I. Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- J. Reuse. The use, in the same or similar form as it was produced, of a material which might otherwise be discarded.
- K. Separated for Reuse. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream for the purpose of additional sorting or processing those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted

**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**  
**SECTION 01 7419**  
**22-1551**

products which meet the quality standards necessary to be used in the marketplace, and includes materials that have been "source separated".

- L. Solid Waste: All putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by State law.
- M. Source-Separated: Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation, for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- N. Waste Hauler: A company that possesses a valid permit from the local waste management authority having jurisdiction to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.

**1.5 ADMINISTRATIVE REQUIREMENTS**

- A. Submittal Procedures:
  - 1. Action Submittals and Informational Submittals shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  - 2. Closeout Submittals shall be submitted in accordance with Section 01 7700, Closeout Procedures.
  - 3. Sustainable Design Submittals shall comply with the additional requirements of Section 01 8113, Sustainable Design Requirements.

**1.6 ACTION SUBMITTALS**

- A. Contractor's Construction Waste and Recycling Plan:
  - 1. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, source separation for re-use or recycling. Indicate the procedures that will be implemented in this program to effect jobsite source separation, such as, identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.
  - 2. Prior to commencing the Work, submit Contractor's Construction Waste and Recycling Plan. Submit in format provided with this specification section. The Plan must include, but is not limited to the following:
    - a. Contractor's name and project identification information;
    - b. Procedures to be used;
    - c. Materials to be re-used and recycled;

**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**  
**SECTION 01 7419**  
**22-1551**

- d. Estimated quantities of materials;
  - e. Names and locations of re-use and recycling facilities/sites;
  - f. Tonnage calculations that demonstrate that Contractor will re-use and recycle a minimum of **[65%]** by weight of the construction waste materials generated by the Work.
- 3. Contractor's Construction Waste and Recycling Plan must be approved by the Architect prior to the start of Work.
  - 4. Contractor's Construction Waste and Recycling Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures

**1.7 INFORMATIONAL SUBMITTALS**

**A. Contractor's Reuse, Recycling, and Disposal Report:**

- 1. Submit Contractor's Reuse, Recycling, and Disposal Report on the form provided with this specification section with each Application & Certificate for Payment. Failure to submit the form and its supporting documentation will render the Application & Certificate for Payment incomplete and delay progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the Project for re-used and recycled materials:
  - a. Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick).
  - b. Salvaging building materials or salvage items at an offsite salvage or reuse center (i.e. lighting, fixtures).
  - c. Recycling source separated materials on site (i.e. crushing asphalt/concrete for base course, or grinding for mulch).
  - d. Recycling source separated material at an offsite recycling center (i.e. scrap metal or green materials).
  - e. Use of material as Alternative Daily Cover (ADC) at landfills.
  - f. Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
  - g. Disposal at a landfill or transfer station (where no recycling takes place).
  - h. Other (describe).
- 2. Contractor's Reuse, Recycling, and Disposal Report must quantify all materials generated in the Work, disposed in Class III landfills, or diverted from disposal through recycling. Indicate zero (0) if there is no quantity to report for a type of material. As indicated on the form:
  - a. Report disposal or recycling either in tons or in cubic yards. If scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
  - b. Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.
  - c. Provide legible copies of weight tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from

**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**  
**SECTION 01 7419**  
**22-1551**

recyclers and/or disposal site operators that can legally accept the materials for the purpose of re-use, recycling, or disposal.

- 1) Indicate project title, project number, progress payment number, name of the company completing the Contractor's Report and compiling backup documentation, the printed name, signature, and daytime phone number of the person completing the form, the beginning and ending dates of the period covered on the Contractor's Report, and the date that the Contractor's Report is completed.
3. Demonstrate compliance with California Code of Regulations, Title 24, Part 11 California Green Building Standards Code, "CAL-Green" 5.408.2, to the satisfaction of the enforcing agency.
  - a. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
  - b. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

**PART 2 - PRODUCTS-NOT USED**

**PART 3 - EXECUTION**

**3.1 WASTE MANAGEMENT PLAN**

- A. Implement procedures for disposal of materials, as specified in Contractor's Construction Waste and Recycling Plan, which are not diverted for re-use, salvage or recycling.
  1. Identify materials to be diverted from disposal by efficient usage, recycling, reuse on the project, or salvage for future use or sale.
  2. Determine if materials will be sorted on-site or mixed.
  3. Identify diversion facilities where material collected will be taken.
  4. Specify that quantities of diverted material will be calculated by weight or volume, but not both.

**3.2 SALVAGE, RE-USE, RECYCLING AND PROCEDURES**

- A. Re-use, Salvage, and Recycling Facilities: As specified in Contractor's Construction Waste and Recycling Plan.
- B. Develop and implement procedures to re-use, salvage, and recycle new construction and excavation materials, based on the Contract Documents, the Contractor's Construction Waste and Recycling Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source separated recycling, and/or mixed debris recycling efforts.
  1. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.

## **CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

### **SECTION 01 7419**

**22-1551**

2. Source separate new construction, excavation and demolition materials including, but not limited to the following types.
  - a. Asphalt.
  - b. Concrete, concrete block, slump stone (decorative concrete block), and rocks.
  - c. Drywall.
  - d. Green materials (i.e. tree trimmings and land clearing debris).
  - e. Metal (ferrous and non-ferrous).
  - f. Miscellaneous Construction Debris.
  - g. Paper or cardboard.
  - h. Red Clay Brick.
  - i. Reuse or Salvage Materials
  - j. Soils.
  - k. Wire and Cable.
  - l. Wood.
  - m. Other (describe)
3. Miscellaneous Construction Debris: Develop and implement a program to transport loads of mixed (commingled) new construction materials that cannot be feasibly source separated to a mixed materials recycling facility

### **3.3 DISPOSAL OPERATIONS AND WASTE HAULING**

- A. Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- B. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact the local solid waste authority having jurisdiction.
- C. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials.
- D. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
- E. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

### **3.4 RE-USE AND DONATION OPTIONS**

- A. Implement a re-use program to the greatest extent feasible. Options may include:
  1. California Materials Exchange (CAL-MAX) Program is sponsored by the California Integrated Waste Management Board. CAL-MAX is a free service provided by the California Integrated Waste Management Board, designed to help businesses find markets for materials that traditionally would be discarded. The premise of the CAL-MAX Program is that material discarded by one business may be a resource for another business. To obtain a current Materials Listings Catalog, call CAL-

**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**  
**SECTION 01 7419**  
**22-1551**

MAX/California Integrated Waste Management Board at (916) 255-2369 or send a FAX to (916) 255-2200. The CALMAX Catalog is available through the Internet Site at <http://www.ciwmb/ca.gov/calmax>.

**3.5 REVENUE**

- A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 7419\_construction waste management and disposal.docx*  
*Last Updated: December 16, 2021*

SECTION 01 7419A  
**CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN**  
*(Submit After Award of Contract and Prior to Start of Work)*

Project Title:		
Contract or Work Order No.:		
Contractor's Name:		
Street Address:		
City:	State:	Zip:
Phone: ( )	Fax: ( )	
E-Mail Address:		
Prepared by: (Print Name)		

Date Submitted:		
Project Period:	From:	TO:

**Reuse, Recycling or Disposal Processes To Be Used**

*Describe the types of recycling processes or disposal activities that will be used for material generated in the project. Indicate the type of process or activity by number, types of materials, and estimated quantities that will be recycled or disposed in the sections below:*

- 01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
- 02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
- 03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
- 04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green matls)
- 05 - Recycling commingled loads of C&D matls at an off site mixed debris recycling center or transfer station
- 06 - Recycling material as Alternative Daily Cover at landfills
- 07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
- 08 - Disposal at a landfill or transfer station.
- 09 - Other (please describe) \_\_\_\_\_

**Types of Material To Be Generated**

*Use these codes to indicate the types of material that will be generated on the project*

A = Asphalt	C = Concrete	M = Metals	I = Mixed Inert	G = Green Matls
D = Drywall	P/C=Paper/Cardboard	W/C = Wire/Cable	S= Soils (Non Hazardous)	
M/C = Miscellaneous Construction Debris	R = Reuse/Salvage	W = Wood	O = Other (describe)	

Facilities Used: Provide Name of Facility and Location (City)

Total Truck Loads: Provide Number of Trucks Hauled from Site During Reporting Period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

**SECTION I - RE-USED/RECYCLED MATERIALS**

*Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.*

Type of Material	Type of Activity	Facility to be Used/Location	Total Truck Loads	Total Quantities		
(ex.) M	04	ABC Metals, Los Angeles	24	Tons	Cubic YD	Other Wt.
a. Total Diversion			0	0	0	0

[PROJECT TITLE]  
[DATE]

Contractor's Construction Waste and Recycling Plan  
Section 01 7419A-1



SECTION 01 7419A  
CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN  
Continued

SECTION II - DISPOSED MATERIALS						
<i>Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling will occur.</i>						
Type of Material	Type of Activity	Facility to be Used/Location	Total Truck Loads	Total Quantities		
				Tons	Cubic YD	Other Wt.
(ex.) D	08	DEF Landfill, Los Angeles	2	35		
b. Total Disposal				0	0	0

SECTION III - TOTAL MATERIALS GENERATED						
<i>This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation)</i>						
				Tons	Cubic YD	Other Wt.
a. Total Reused/Recycled				0	0	0
b. Total Disposed				0	0	0
c. Total Generated				0	0	0

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION						
<i>Add totals from Section I + Section II</i>						
		Tons	Cubic Yards	Other Wt.		
a. Materials Re-Used and Recycled		0				
b. Materials Disposed		0				
c. Total Materials Generated (a. + b. = c.)		0	0	0		
d. Landfill Diversion Rate (Tons Only)*		#DIV/0!				

\* Use tons only to calculate recycling percentages: Tons Reused/Recycled/Tons Generated = % Recycled

Contractor's Comments (Provide any additional information pertinent to planned reuse, recycling, or disposal activities):						

Notes:

1. Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)

Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)

Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)

Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)

Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)

Drywall Scrap: .20

Wood Scrap: .16

SECTION 01 7419B  
CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT  
(Submit With Each Progress Payment)

Project Title:		
Contract or Work Order No.:		
Contractor's Name:		
Street Address:		
City:	State:	Zip:
Phone: ( )	Fax: ( )	
E-Mail Address:		
Prepared by: (Print Name)		

Date Submitted:		
Period Covered:	From:	To:

**Reuse, Recycling or Disposal Processes Used**

*Describe the types of recycling processes or disposal activities used for material generated in the project. Indicate the type of process or activity by number, types of materials, and quantities that were recycled or disposed in the sections below:*

- 01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
- 02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
- 03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
- 04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green matls)
- 05 - Recycling commingled loads of C&D matls at an off site mixed debris recycling center or transfer station
- 06 - Recycling material as Alternative Daily Cover at landfills
- 07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
- 08 - Disposal at a landfill or transfer station.
- 09 - Other (please describe) \_\_\_\_\_

**Types of Material Generated**

*Use these codes to indicate the types of material that were generated on the project*

A = Asphalt	C = Concrete	M = Metals	I = Mixed Inert	G = Green Matls
D = Drywall	P/C=Paper/Cardboard	W/C = Wire/Cable	S= Soils (Non Hazardous)	
M/C = Miscellaneous Construction Debris	R = Reuse/Salvage	W = Wood	O = Other (describe)	

Facilities Used: Provide Name of Facility and Location (City)

Total Truck Loads: Provide Number of Trucks Hauled from Site During Reporting Period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

**SECTION I - RE-USED/RECYCLED MATERIALS**

*Include all recycling activities for source separated or mixed material recycling centers where recycling occurred.*

Type of Material	Type of Activity	Facilities Used/Location	Total Truck Loads	Total Quantities		
(ex.) M	04	ABC Metals, Los Angeles	24	Tons	Cubic YD	Other Wt.
a. Total Diversion			0	0	0	0

[PROJECT TITLE]  
[DATE]

Contractor's Reuse, Recycling, and Disposal Report  
Section 01 7419B-1

SECTION 01 7419B  
CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT  
Continued

SECTION II - DISPOSED MATERIALS						
<i>Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling occurred.</i>						
Type of Material	Type of Activity	Facilities Used/Location	Total Truck Loads	Total Quantities		
				Tons	Cubic YD	Other Wt.
(ex.) D	08	DEF Landfill, Los Angeles	2	35		
b. Total Disposal				0	0	0

SECTION III - TOTAL MATERIALS GENERATED						
<i>This section calculates the total materials generated during the project period (Reuse/Recycle + Disposal = Generation)</i>						
				Tons	Cubic YD	Other Wt.
a. Total Reused/Recycled				0	0	0
b. Total Disposed				0	0	0
c. Total Generated				0	0	0

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION						
<i>Add totals from Section I + Section II</i>						
	Tons	Cubic Yards	Other Wt.			
a. Materials Re-Used and Recycled	0					
b. Materials Disposed	0					
c. Total Materials Generated (a. + b. = c.)	0	0	0			
d. Landfill Diversion Rate (Tons Only)*	#DIV/0!					

\* Use tons only to calculate recycling percentages: Tons Reused/Recycled/Tons Generated = % Recycled

Contractor's Comments ( <i>Provide any additional information pertinent to planned reuse, recycling, or disposal activities</i> ):						

Notes:

1. Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)

Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)

Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)

Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)

Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)

Drywall Scrap: .20

Wood Scrap: .16

**1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for Contract closeout.
- B. These requirements supplement those included in the General Conditions and are subject to modification upon mutual agreement between the Architect, Owner, and Contractor.

**1.2 FINAL CLEANING**

- A. Immediately prior to completion and occupancy, remove marks, stains, fingerprints, dust, dirt and paint drippings resulting from work of this project, both interior and exterior including roofs, walls, floors, sidewalks, paving and other finished surfaces.
- B. Contractor shall engage the services of an independent, professional cleaning service to perform final cleaning after Contractor's final clean-up is completed.
- C. Materials:
  - 1. Use only those cleaning materials that will neither create hazards to health or property, damage surfaces, and are in compliance with Proposition 65.
  - 2. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
  - 3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
  - 4. Use only environmentally acceptable "green" cleaning products.
- D. Wash tile, plumbing and other fixtures clean.
- E. Clean and polish hardware and other unpainted metals.
- F. Remove temporary labels, tags and paper covering.
- G. Glass, both interior and exterior, and mirrors shall be cleaned to the level expected by a professional window washer.

**1.3 REQUIREMENTS PREPARATORY TO FINAL ACCEPTANCE**

- A. Temporary facilities shall be removed from site.
- B. Plumbing equipment shall operate quietly and free from vibration. Properly adjust, repair, balance, or replace equipment producing objectionable noise or vibration in occupied areas of building. Provide additional brackets, bracing, etc., to prevent objectionable noise or vibration. Systems shall operate without humming, surging, or rapid cycling.
- C. Operating instructions for equipment shall be properly mounted and posted.

**CLOSEOUT PROCEDURES**  
**SECTION 01 7700**  
**22-1551**

- D. Training: Provide training and orientation of Owner's operating staff in proper care and operation of equipment, systems and controls including:
  - 1. Plumbing equipment.
  - 2. Other systems as required in the specifications or needed to properly instruct Owner's representatives.
  - 3. Three copies of certificate, signed by the Owner's representative, attesting to their having been instructed.
- E. Record Survey shall be submitted as specified in Section 01 7839, Project Record Documents.
- F. The following shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  - 1. Completed Record Drawings signed by Contractor and Inspector.
  - 2. Maintenance and Operating instructions and manuals.
  - 3. Certifications completed and signed.
  - 4. Guarantees and warranties as specified and required by the General Conditions.
- G. Contractor's Final Verified Report (Form DSA 6-C) and other Reports and Affidavits required by Division of State Architect shall be submitted; originals and one copy.
- H. Extra Stock shall be delivered and acknowledged by the Owner in quantities specified.

**1.4 PUNCH LIST**

- A. Prior to Architect's punch list, Contractor shall prepare and address initial deficiencies list for all work. Upon completion, this list shall be sent to the Architect.
- B. Contractor shall notify Architect when Contractor, with concurrence of Inspector, feels project is complete enough for preparation of Architect's punch list.
- C. Architect will then notify appropriate consultants including civil, mechanical and electrical engineers, landscape architect, food service designer and others as needed, to make their inspections and prepare "punch lists". Consultant "punch lists" will be completed before Architect will make its "punch list".
- D. Architect will prepare a "punch list".
- E. Punch lists will be published and site within 14 days of Architect's walk through.
- F. Work on the punch list, except minor items as determined by the Architect, shall be completed prior to completion and occupancy.

**1.5 FINAL ACCEPTANCE**

- A. After requirements preparatory to Final Acceptance have been completed as hereinbefore specified, Contractor shall notify Architect to perform acceptance tour.

**CLOSEOUT PROCEDURES**  
**SECTION 01 7700**  
**22-1551**

Notice shall be given at least three days in advance of the time the acceptance tour is to be performed.

- B. Contractor or its principal superintendents authorized to act in behalf of Contractor, shall accompany Architect and Inspector on acceptance tour, as well as any principal subcontractors that Architect may request to be present.
- C. If work has been completed in accordance with Contract Documents, and no further corrective measures are required, Architect will recommend Final Acceptance to the Owner and initiate the filing of the Notice of Completion.
- D. If work has been substantially completed in accordance with Contract Documents, and only minor corrective measures are required, Architect will recommend that Owner conditionally accept Project and file Notice of Completion based upon Contractor's assurance that corrective measures will be completed within shortest practicable time period (but absolutely not later than 30 days).
- E. If work has not been substantially completed in accordance with Contract Documents, and several or many corrective measures are still required, Architect will recommend one or the other of the following:
  - 1. That Owner accept Project and file Notice of Completion only upon receiving from Contractor a Cashier's Check in amount sufficient to account for corrective measures still required, in the event that Owner had to have others complete the work.
  - 2. That Owner not accept project and not file Notice of Completion. Instead, based on information gathered from acceptance tour, Contractor will be required to complete all corrective measures and then call for another project acceptance tour following procedure outlined above.
- F. Should any corrective measures remain incomplete at time final payment is due, Contractor shall provide Owner with Money Order(s) or Cashier's Check in exchange for retention. Money Order(s) or Cashier's Check shall be in an amount one and one-half times the agreed estimated cost as determined by the Architect.
- G. Upon Final Acceptance of Project by Owner, Contractor shall submit his request for final payment, less retention. Retention payment will not be made by Owner until 35 days after board acceptance and filing of Notice of Completion with County Recorder, as specified in General Conditions.
- H. Retention payment will not be made until Contractor has filed the required Form DSA 6-C with DSA with two original copies to the Architect.

**1.6 CLOSEOUT CHECKLIST**

- A. The following items are to be fully completed and/or submitted as a condition for final acceptance of the project (as applicable)
  - 1. Specifications and Plans Review for Closeout
  - 2. Certificate of Chlorination and Sterilization

**CLOSEOUT PROCEDURES**  
**SECTION 01 7700**  
**22-1551**

3. Certificate of Compliance for Building Materials
4. Contractor's Reuse, Recycling and Disposal Report
5. Environmental Product Certification as required under Section 01 3543
6. Roofing Certification
7. Certifications as required under Section 01 3300.
8. Operation & Maintenance Manuals
9. Guarantees/Warranties
10. Training
11. Record Drawings
12. Keys (from Contractor - properly labeled):
  - a. toilet accessories
  - b. extra door keys as required by specifications
13. Punch List Items Completed
14. Extra Stock of Specified Items, delivered to Owner (including documents)
15. Back charges Resolved
16. Removal of Stop Notices
17. Contractor's Final Verified Reports (DSA 6-C)

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 7700\_closeout procedures.docx*  
*Last Updated: July 13, 2018*



DOCUMENT 01 78 23

## **OPERATION AND MAINTENANCE DATA**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

#### **1.02 QUALITY ASSURANCE:**

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

#### **1.03 FORMAT:**

- A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

#### **1.04 CONTENTS, EACH VOLUME:**

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.





- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

#### **1.05 MANUAL FOR MATERIALS AND FINISHES:**

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### **1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:**

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.



- C. Contractor shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Contractor shall include manufacturer's printed operation and maintenance instructions.
- H. Contractor shall include sequence of operation by controls manufacturer.
- I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Contractor shall provide control diagrams by controls manufacturer as installed.
- K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### **1.07 SUBMITTAL:**

- A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.



- C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

**PART 2 – PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Requirements for explicit warranties, guarantees, bonds, and service and maintenance contracts specified in the individual Sections and supplementing the requirements included in the General Conditions and Supplementary Conditions.
  - 2. Guarantee and warranty period inspections.
  - 3. Forms for Guarantees/Warranties.

### **1.2 RELATED REQUIREMENTS**

- A. Section 01 3300, Submittal Procedures; additional requirements and submittal procedures for guarantees/warranties.

### **1.3 DEFINITIONS**

- A. General: The following definitions apply to the language used in these Specifications.
- B. Warranty: A representation or affirmative covenant that the work will be performed in accordance with certain standards stated in the Contract, such as in "a good and workmanlike manner," and otherwise be free of defects and in conformity with the Contract Documents for the duration noted or, if a duration is not indicated, the statute of limitations period for contract breaches will constitute the time frame for enforcement.
- C. Guarantee: A provision of the warranty which becomes operative after completion of the work under the Contract and requires replacement of defective or non-conforming materials or equipment, or remedy improper workmanship, at the guarantors own cost and expense, for the duration noted under the General Conditions of the Contract or in the Specifications.
- D. Standard Product Guarantees/Warranties: Preprinted written documents published by individual manufacturers for particular products and specifically endorsed by the manufacturer to the Owner.
- E. Contractor Standard Guarantee: The Contractor's guarantee for the term included in the General Conditions.
- F. Subcontractor Standard Guarantee: A Subcontractor's guarantee period that coincides with the term of the Contractor's guarantee included in the General Conditions.
- G. Special Guarantees/Warranties: Written guarantees/warranties required by or incorporated in the Contract Documents to be provided by the Contractor or its Subcontractors to either extend time limits of the Standard Guarantees/Warranties included in the General Conditions or to provide greater rights for the Owner.

**WARRANTIES**  
**SECTION 01 7836**  
**22-1551**

**1.4 GENERAL REQUIREMENTS**

- A. Guarantees/warranties between Contractor and manufacturers and between Contractor and suppliers shall not affect those issued to the Owner.
- B. Contractor shall not be held responsible for defects due to misuse, negligence, willful damage, improper maintenance, or accident caused by others nor shall it be responsible for damaged parts whose replacement is necessitated by failure of Owner's maintenance forces to properly clean and service them, provided that Contractor has furnished complete operating and maintenance instructions to Owner.
- C. By terms of each guarantee/warranty, unless otherwise specified or stipulated, also agree to remove and replace other work, as required, that has been connected to or superimposed on substrate material to be replaced.
- D. In addition to other requirements specified:
  - 1. Compile specified service and maintenance contracts.
  - 2. Coexecute submittals when specified.
  - 3. Review submittals to verify compliance with Contract Documents.
  - 4. Submit to Architect for review and transmittal to Owner.
- E. In case of items remaining incomplete after date of filing of the Notice of Completion, the guarantee/warranty period shall run from the date of acceptance of such items.
- F. Special guarantees/warranties applicable to definite parts of the Work and as specifically stipulated in the respective Sections of the Specifications or other Contract Documents shall be subject to the terms of this Section.
- G. If repairs or changes are required in connection with the work within a guarantee/warranty period, the Contractor shall, promptly upon receipt of notice from the Owner and without expense to the Owner, comply with the following:
  - 1. Correct defects and place in satisfactory condition the work covered by the respective guarantee/warranty.
  - 2. Repair, to the satisfaction of the Owner, damage to the Buildings and/or site that is the result of the cause for said repairs and changes.
  - 3. Repairs and corrective work shall be made to the satisfaction of the Owner including the equipment and contents of the Buildings and/or site disturbed during performance of the guarantee/warranty work.
- H. The Owner may, at its sole discretion, proceed with the correction work at Contractor's expense if Contractor does not proceed with the corrective work within a reasonable time fixed by a written notice from the Owner.
  - 1. As part of the corrective work, the Owner reserves the right to remove and store or dispose of defective equipment or material at Contractor's expense.
  - 2. If Contractor does not pay the costs of such removal and storage within ten days thereafter, the Owner may, upon ten additional days' written notice, sell such

**WARRANTIES**  
**SECTION 01 7836**  
**22-1551**

defective items and shall account for the net proceeds after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services.

3. If the proceeds from the sale are insufficient to cover all amounts chargeable to Contractor, Contractor shall pay the difference to the Owner.
- I. If repairs or changes are required in connection with guarantee/warranty work and notice is given within the guarantee/warranty period, the warranty shall continue until the corrective work has been completed, regardless of the termination of the specified guarantee/warranty period.
- J. In case of work performed by subcontractors and where a special guarantee/warranty is required, guarantees/warranties addressed to and in favor of the Owner shall be secured from said subcontractors.
- K. No provision in the Contract Documents or in any special or general guarantee/warranty shall be held to limit, as to time or scope of liability, the Contractor's liability for defects or the liability of its sureties to less than the legal limit of liability under laws having jurisdiction.
- L. The delivery of any guarantees/warranties shall not relieve the Contractor from any obligation assumed under any other provision of the Contract Documents.
- M. The obligation of the Contractor under this Section shall survive the termination of the Contract.

**1.5 SUBMITTAL REQUIREMENTS**

- A. Assemble guarantees/warranties, bonds, and service and maintenance contracts executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Format:
  1. Size: 8-1/2-inch-by 11-inch sheets, punched for three-ring binder. Fold larger sheets to fit into binders.
  2. Binders: Commercial quality, three-ring, "View" type, with durable and cleanable plastic covers.
  3. Cover: Identify each packet with typed or printed title, "GUARANTEES/WARRANTIES," and list the title of Project and name of Contractor.
- C. Contents:
  1. Neatly typed, in orderly sequence.
  2. Provide complete information for each item including:
    - a. Product or work item.
    - b. Firm name with name of principal, address, and telephone number.
    - c. Beginning date and duration of warranty, bond, or service and maintenance contract.

**WARRANTIES**  
**SECTION 01 7836**  
**22-1551**

3. Provide the following information for Owner's personnel:
    - a. Proper procedure in case of failure.
    - b. Circumstances that might affect the validity of guarantee/warranty or bond.
  4. Contractor's name, name of responsible principal, address, and telephone number.
- D. Refer to Section 01 3300, Submittal Procedures, for additional requirements.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.1 TIME OF SUBMITTALS**

- A. Typical: Within 30 days after filing date of Notice of Completion.
- B. Equipment or component parts of equipment put into service during progress of construction; submit documents within 10 days after inspection and acceptance.
- C. Items of work, where acceptance is delayed materially beyond date of filing date of Notice of Completion; provide updated submittal within 14 days after acceptance, listing date of acceptance as start of guarantee/warranty period.

**3.2 GUARANTEE PERIOD INSPECTIONS**

- A. Contractor and subcontractors performing the construction work are required to guarantee workmanship and materials for the period noted in the Contract. Within a month of the end of such guarantee period, Contractor's agent shall prepare an inspection report indicating the condition of the Owner's facility and related common facility, itemizing the work to be completed, performed and/or corrected. Such guarantee period shall be continued in effect and extended until such time as Owner submits to Contractor written confirmation of the satisfactory completion of the itemized work, which confirmation shall be submitted within a reasonable period of time.

**3.3 GUARANTEE/WARRANTY FORMS**

- A. Contractor Standard Guarantee: Submit the following written Standard Guarantee/Warranty form for the overall Work against defects in materials and workmanship for the period of guarantee/warranty required under the Contract after the filing of the Notice of Completion (included with this section).
- B. Subcontractor Standard Guarantee: Submit the following written Standard Guarantee/Warranty form for Subcontracted Work against defects in materials and workmanship for the period of guarantee/warranty required under the Contract after the filing of the Notice of Completion (included with this section).
- C. Subcontractor Special or Extended Guarantee/Warranty: Contractor shall have its Subcontractor submit the following Special Extended Written Guarantee/Warranty, typed

**WARRANTIES**  
**SECTION 01 7836**  
**22-1551**

on Subcontractor's letterhead, when required by a Specification Section for a period in excess of 2 years (included with this section).

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\01 7836\_warranties.docx*  
*Last Updated: February 13, 2019*



*(Letterhead of Contractor)*

STANDARD GUARANTEE / WARRANTY

for

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Contract No.

We hereby warrant that the Work we have provided under the above reference Contract has been completed in accordance with the Drawings, Specifications, and other Contract Documents.

Under the terms of this warranty, we agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced or damaged by so doing, which may prove to be either patently defective in its workmanship or latently defective in its workmanship or materials within the period of 24 months from the date of filing of the Notice of Completion of the above named Project by the Board of Trustees of the School District, and we also agree to repair any and all damages resulting from such defects, without any expense whatsoever to said Board of Trustees, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with above-mentioned guarantee conditions within ten (10) day after being notified in writing by the Owner, we collectively and separately do hereby authorize the Owner to have said defective work and damages repaired or replaced and made good at our expense and will honor and pay the costs and charges therefore upon demand.

SIGNED (Contractor) \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Date of Signing)

COUNTERSIGNED (Owner) \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
Signature

Date of Filing or Notice of Completion: \_\_\_\_\_

(Letterhead of Company)

**SUBCONTRACTOR STANDARD GUARANTEE / WARRANTY**

We hereby warrant that \_\_\_\_\_

which we have provided in \_\_\_\_\_  
Name of Project

for \_\_\_\_\_  
District

has been completed in accordance with Specification Section \_\_\_\_\_ and requirements of the Contract Documents.

Under the terms of this warranty, we agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced or damaged by so doing, which may prove to be either patently defective in its workmanship or latently defective in its workmanship or materials within a period of 24 months from date of filing the Notice of Completion of the above-named Project by the Board of Trustees of the School District without any expense whatsoever to said Board of Trustees, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with above-mentioned guarantee conditions within ten (10) day after being notified in writing by the Owner, we collectively and separately do hereby authorize the Owner to have said defective work and damages repaired or replaced and made good at our expense and will honor and pay the costs and charges therefore upon demand.

**SIGNED (Subcontractor)**

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Date of Signing)

**COUNTERSIGNED (General Contractor)**

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Date of Signing)

(Letterhead of Company)

SPECIAL EXTENDED WRITTEN GUARANTEE / WARRANTY

We hereby warrant that

\_\_\_\_\_

which we have provided in \_\_\_\_\_

\_\_\_\_\_  
Name of Project

for \_\_\_\_\_

\_\_\_\_\_  
District

has been completed in accordance with Specification Section \_\_\_\_\_ and requirements of the Contract Documents.

Under the terms of this warranty, we agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced or damaged by so doing, which may prove to be either patently defective in its workmanship or latently defective in its workmanship or materials within a period of \_\_\_\_\_ year(s) from date of filing the Notice of Completion of the above-named Project by the Board of Trustees of the School District without any expense whatsoever to said Board of Trustees, ordinary wear and tear and unusual abuse or neglect excepted. We also agree to repair any and all damages resulting from such defects.

In the event of our failure to comply with above-mentioned conditions within a reasonable time but in no case longer than ten (10) calendar days after being notified in writing by the Owner, we collectively and separately do hereby authorize the Owner to have said defective work and damages repaired or replaced and made good at our expense and will honor and pay the costs and charges therefore upon demand.

SIGNED (Subcontractor)

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Date of Signing)

COUNTERSIGNED (General Contractor)

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Date of Signing)



DOCUMENT 01 78 39

## **RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

### **PART 2 - RECORD DRAWINGS**

#### **2.01 GENERAL:**

- A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible, full size original Contract Drawings (mylars).
- B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Built") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Built shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blue-line prints.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.
- E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

#### **2.02 RECORD DRAWING INFORMATION:**

- A. Contractor shall record the following information:
  - (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.



- (2) Actual numbering of each electrical circuit to match panel schedule.
- (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
- (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
- (5) Installed location of all cathodic protection anodes.
- (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
- (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
- (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Contractor shall provide additional drawings as necessary for clarification.
- C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."
- D. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

### **PART 3 - RECORD SPECIFICATIONS**

#### **3.01 GENERAL:**

- A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
- B. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

### **PART 4 - MAINTENANCE OF RECORD DOCUMENTS**

#### **4.01 GENERAL**

- A. Contractor shall store Record Documents apart from documents used for construction as follows:



- (1) Provide files and racks for storage of Record Documents.
  - (2) Maintain Record Documents in a clean, dry, legible condition and in good order.
- B. Contractor shall not use Record Documents for construction purposes.

**PART 5 – PRODUCTS Not Used.**

END OF DOCUMENT

**LEAD ASSESSMENT  
SECTION 02 2626  
22-1551**

**PART 1 - GENERAL**

**1.1 INCLUSION OF OTHER CONTRACT DOCUMENTS**

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 02 4119, Selective Demolition.
- B. Section 09 9100, Painting.

**1.3 SCOPE OF WORK**

- A. This specification section includes the Scope of Work and Lead-Based Paint Specification Requirements for the handling, monitoring and clean-up of lead paint.
- B. Contractor shall assume all existing paint on this project contains lead.
- C. Contractor is to prepare existing painted surfaces for application of new painting or finishing systems where called for elsewhere in these documents as described herein.
- D. Contractor shall be responsible for properly disposing of all removed hazardous material and provide certification of such to the Owner.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**- END OF SECTION -**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\02 2626\_lead assessment.docx  
Last Updated: April 29, 2004*

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes: Painting and painter's finish on all exposed exterior and interior surfaces, except prefinished items and unless otherwise noted, as required to complete finishing of the Work. The Work includes, but is not necessarily limited to, the following specific items:
  - 1. Paint, stain or otherwise finish all new surfaces.
  - 2. Back priming of concealed surfaces, except as otherwise specified.
  - 3. Paint, repaint or finish of existing painted surfaces altered, defaced or damaged as a result of work of this Contract.
  - 4. Paint site items which are not prefinished, including posts, screens, panels, bollards, supports, rails and other similar improvements.
  - 5. Unpainted or unfinished exposed building components, pipes and conduit, including sprinkler piping, and metal ductwork, which run exposed across finished or painted surfaces.
- B. Surface treatment, priming and coats of paint specified in this Section are in addition to shop priming and surface treatment specified under other Sections unless otherwise noted.
- C. Items Not Included in This Section:
  - 1. Factory and shop-prefinished items as specified in various Sections.
  - 2. Painting specified elsewhere and included in respective Sections, including but not necessarily limited to shop priming.

### **1.2 WORK NOT TO BE PAINTED UNLESS OTHERWISE INDICATED**

- A. Exposed exterior concrete and concrete slab surfaces, except as noted.
- B. Unfinished masonry, except where noted.
- C. Suspended acoustical ceilings and acoustical tile, except as noted.
- D. Pre-finished casework and other factory and shop-prefinished items as specified in various Sections.
- E. Finish hardware except prime coated items.
- F. Items typically not to be painted including, but not limited to, the following:
  - 1. Glass.
  - 2. Ceramic tile.
  - 3. Membrane roofing.
  - 4. Safety nosings.



**PAINTING**  
**SECTION 09 9100**  
**22-1551**

5. Resilient floor covering and base.
  6. Carpet.
  7. Pre-finished paneling.
  8. Plastic laminate.
  9. Porcelain enamel.
  10. Vinyl wallcovering, except where noted.
- G. Aluminum doors, windows, frames and railings.
- H. Metal or plastic toilet partitions.
- I. Items of chromium, copper, nickel, brass, bronze or stainless steel.
- J. Surfaces in concealed areas such as furred spaces.
- K. Tops of gravel stop flanges (including priming) where roofing material will be adhered to.
- L. Wall areas concealed by cases, counters, cabinets, chalkboards, tackboards (prime coat only required).
- M. Piping or conduit including brackets and similar items therewith running on or across unpainted or otherwise unfinished walls or ceilings.
- N. Galvanized gratings, recessed foot grilles, and thresholds.
- O. Structural steel scheduled to receive fireproofing.
- P. Existing rooms or areas not affected by work of this project, unless specifically noted otherwise.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 6116, Volatile Organic Compound (VOC) Restrictions; for VOC limits pertaining to adhesives, sealants, fillers, primers, and coatings.
- B. Section 01 8113, Sustainable Design Requirements, for CAL-Green general requirements and procedures.
- C. Section 07 9200, Joint Sealants.

**1.4 REFERENCES AND STANDARDS**

- A. California Building Code (CBC), edition as noted on the Drawings, as adopted by the California Division of the State Architect (DSA).
- B. California Green Building Standards Code (CAL Green), edition as noted on the Drawings, as adopted by the California Division of the State Architect (DSA).
- C. ASTM International (ASTM):
  1. D523: Standard Test Method for Specular Gloss.

2. D4263: Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
  3. D6386: Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting.
  4. D7396: Standard Guide for Preparation of New, Continuous Zinc-Coated (Galvanized) Steel Surfaces for Painting.
- D. Master Painters Institute (MPI):
1. Architectural Painting Manual Guide Specification.
- E. The Association for Materials Protection and Performance (AMPP):
1. SSPC-Society for Protective Coatings/ National Association of Corrosion Engineers International (NACE):
    - a. SSPC-SP 1: Solvent Cleaning.
    - b. SSPC SP-10/NACE No. 2: Near-White Metal Blast Cleaning.
    - c. SSPC-SP 16: Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals.

## **1.5 ADMINISTRATIVE REQUIREMENTS**

- A. Submittal Procedures:
1. Action Submittals and Informational Submittals shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  2. Closeout Submittals shall be submitted in accordance with Section 01 7700, Closeout Procedures.
  3. Sustainable Design Submittals shall comply with the additional requirement of Section 01 8113, Sustainable Design Requirements.

## **1.6 ACTION SUBMITTALS**

- A. Product Data: Submit list and complete descriptive data of products proposed for use. Include manufacturer's specifications, published warranty or guarantee, and application instructions. Cross-reference to paint system and locations of application areas.
- B. Samples:
1. Appropriately label and identify each sample, including location and application. Include Architect's number as scheduled on the Drawings, manufacturer's name, color number, and gloss units.
  2. Prepare on 8 inch x 10 inch card stock for selected colors and finishes.
  3. Submit sufficiently ahead of work progress to allow for color board assembly and distribution.
  4. Resubmit as requested until required sheen, color, and texture are approved.

**PAINTING**  
**SECTION 09 9100**  
**22-1551**

**1.7 INFORMATIONAL SUBMITTALS**

- A. Statement of applicator qualifications.
- B. Sustainable Design:
  - 1. General:
    - a. Submit information necessary to establish and document compliance with the California Green Building Standards Code.
    - b. Sustainable design submittals are in addition to other submittals.
  - 2. The following information shall be provided:
    - a. Paints and Coatings: Evidence of compliance that products meet maximum VOC content limits specified in Section 01 6116.

**1.8 CLOSEOUT SUBMITTALS**

- A. Guarantee: Submit Subcontractor's guarantee.

**1.9 MAINTENANCE MATERIAL SUBMITTALS**

- A. At completion of the Work, deliver to Owner extra stock of paint of each color used in each coating material used.
- B. Containers shall be full, tightly sealed, and clearly marked.
- C. Provide the following quantities:
  - 1. Field Colors: 1 one-gallon container.
  - 2. Accent Colors: 1 one-gallon container.

**1.10 QUALITY ASSURANCE**

- A. Use only new materials and products.
- B. Single-Source Responsibility:
  - 1. To the maximum extent practicable, select a single manufacturer to provide all materials required by this Section, using additional manufacturers to provide systems not offered by the selected principal manufacturer.
  - 2. For each individual system:
    - a. Provide primer and other undercoat paint produced by same manufacturer as finish coat.
    - b. Use thinner within manufacturer's recommended limits.
- C. Source Quality Control: Material shall be best grade products of type specified and listed below as regularly manufactured by these manufacturers. Materials not bearing manufacturer's identification as standard "best grade product" of their regular line will not be considered for use.

- D. Materials, components, assemblies, workmanship and installation are to be observed by the Owner's Project Inspector. Work not so inspected is subject to uncovering and replacement.
- E. Materials and application procedures shall comply with local, state and federal air pollution control regulations.
- F. Manufacturer's representative from coating supplier shall visit the site prior to application to review and approve the specified systems. Discrepancies or recommended changes shall be submitted to the Architect for consideration prior to finalization of submittal.

**1.11 DELIVERY, STORAGE AND HANDLING**

- A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.
- B. Store materials in protected, clean, dry conditions off of ground and in areas which will not interfere with the progress of the Work.
- C. Transport, store and handle in strict accordance with the manufacturer's written recommendations and as specified below.
- D. Remove paint-soiled rags and waste from premises at end of each day's work or store in metal containers with metal covers.
- E. Paint stored at site, shall be in separate structure not less than 60 feet from any other building or structure. Remove empty containers and soiled rags as they accumulate. At completion, remove structure, cleanup area, and leave in original condition.

**1.12 FIELD CONDITIONS**

- A. Do not apply paints and coatings under conditions which jeopardize quality or appearance of painting or finishing.
- B. Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.
- C. Exterior:
  - 1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be stored and applied.
  - 2. Do not apply exterior paint when air or surface temperature is under 50 degrees F or when air or surface temperature will be below 50 degrees F for 48 hours after painting.
  - 3. Do not apply immediately following snow, rain, dew or during foggy weather.
  - 4. Do not apply when temperature is over 85 degrees F except in protected or shaded areas.
- D. Interior:

**PAINTING**  
**SECTION 09 9100**  
**22-1551**

1. Do not apply interior paint when air or surface temperature is below 50 degrees F unless temperature is maintained constantly.
  2. Do not apply when ventilation is inadequate to maintain humidity lower than dew point of coldest wall.
- E. Use moisture meter for determining proper moisture levels of surfaces for painting.
- F. Report to Architect in writing upon discovery of any prime coat painting specified in other Sections of Specifications that would prevent proper application of specified finish.
- G. Furnish, erect and remove scaffolding and planks required for work under this Section. Conform to state and local codes, rules and regulations.

**1.13 EXISTING CONDITIONS**

- A. Existing Surfaces:
1. Paint, stain or otherwise finish all existing surfaces as indicated or scheduled on the Drawings.
  2. Work includes primer, paint, repaint or finish of existing painted surfaces altered, defaced or damaged as a result of work under this Contract.
- B. Existing surfaces with paint, stain, varnish or similar type coating shall be assumed to contain various concentrations of lead. Cal/OSHA regulations are therefore applicable during disturbance, preparation or repainting of these surfaces.
- C. Existing surfaces to be painted include:
1. Exterior wall surfaces, including fascia, trim.
  2. Soffits and exterior ceilings including exposed roof framing.
  3. Doors and frames, both wood and metal.
  4. Window frames, trim and solid infill panels except unpainted or prefinished aluminum.
  5. Exposed conduit, piping, brackets, supports, and similar metal fabrications.
  6. Downspouts and gutters.
  7. Parapet caps and exposed flashings.
  8. Mechanical well walls, all surfaces.
  9. Concrete foundation where exposed below painted wall surfaces.
  10. Roll-up doors and frames.
  11. Closure panels between relocatable buildings.
  12. Enclosure walls, screen walls, equipment yards.
  13. Other work as shown on the Drawings, specified, or as required for a complete Project.

**1.14 GUARANTEE**

- A. Contractor: Under conditions of its Guarantee under the Contract, paint colors shall be substantially unchanged and finishes shall maintain their original adherence without

showing blisters, flaking, peeling, scaling, staining or unusual deterioration or other defects.

## **PART 2 - PRODUCTS**

### **2.1 DESIGN AND PERFORMANCE CRITERIA**

#### **A. Sustainable Design:**

1. VOC emissions for field-applied paints and coatings must comply with limits specified in Section 01 6116.

### **2.2 MANUFACTURERS AND COATING PRODUCTS**

- A. Products are specified under "Paint Systems" in Part 3 below and are manufactured by Kelly-Moore, except as otherwise indicated. Equivalent products to those scheduled manufactured by Sherwin-Williams, PPG Architectural Finishes, Glidden Professional, Benjamin Moore & Co., Dunn-Edwards, Vista, or equal, are acceptable.
- B. Materials selected for coating systems for each type surface shall be the product of a single manufacturer or shall be acceptable to manufacturer of finish coating for system.
- C. If more than one quality level of product type is marketed, use material of highest quality.

### **2.3 MIXING AND TINTING**

- A. Deliver paints and stains ready mixed to jobsite. On-site color mixing or tinting will not be allowed.
- B. Each kind of coating for paint finishes shall be factory-mixed to match approved samples, colors, and ready for immediate application.
- C. Mix proprietary products in strict accordance with manufacturer's printed directions.
- D. Thinning, if permitted by manufacturer for a specific coating, shall be in accordance with manufacturer's instructions. Thinning of other products shall be in accordance with standard practice.

### **2.4 COLORS**

- A. Architect will prepare a color schedule with samples for guidance of painter and reserves right to select, allocate, and vary colors on different surfaces throughout building.
  1. Colors selected by Architect may be from manufacturer's full range standard palette or be custom mixed.
  2. Unless otherwise indicated on the Drawings, different colors will be selected for different materials such as walls, trim, and doors.
- B. Colors to be selected by the Architect, or where scheduled on the Drawings, are solely for the purpose of conveying color information and do not imply manufacturer's approval

**PAINTING**  
**SECTION 09 9100**  
**22-1551**

or waiver of the requirement that all coatings be from the same manufacturer, unless a specific system is not available from the primary manufacturer.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Prior to the work of this Section, carefully inspect and verify that the installed work of all other trades is complete to the point where this work may properly commence.
- B. Verify that painting may be performed in accordance with the approved design.
- C. In the event of discrepancy, immediately notify Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

**3.2 PREPARATION**

- A. General:
  - 1. Surface preparation and product application shall be in accordance with manufacturer's printed instructions.
  - 2. In addition to prime coats indicated (primer, sealer, filler, undercoat), use two finish coats minimum, and additional coats as required for complete coverage and good appearance of scheduled finish coat.
  - 3. Surfaces to receive new finish shall be properly prepared prior to application of finish coatings.
  - 4. Do not apply paint, enamel, stains or varnishes to wet, damp, dusty, finger-marked, rough, unfinished, or defective surfaces until such defects have been corrected.
- B. Wood - Interior:
  - 1. Thoroughly sandpaper and dust off woodwork; putty nail holes, cracks, and other defects after first coat to match color of paint. Putty where finish will be clear.
  - 2. First coat on wood surfaces shall be sanded smooth. Other coats, except finish coat, shall be lightly sanded and dusted before and between each coat.
  - 3. Smoothing, rubbing and sand-papering shall be sufficient to insure good results. Sand down all raised grain or rough surfaces and re-coat. Knots, pitch pockets and sappy portion of wood, all nail holes, cuts, cracks and other defects in wood shall have any necessary extra treatment to provide proper paint base.
- C. Wood – Exterior:
  - 1. Surfaces shall be dry and free of grease and splatters.
  - 2. Rough surfaces shall be sanded smooth. Do not sandpaper resawn surfaces.
  - 3. At opaque finish, fill nail holes, cracks, open joints, and other defects with filler after priming coat has dried. Exposed nail heads shall be spot primed.
  - 4. Avoid painting surfaces while exposed directly to hot sun.

5. Smooth surfaces shall be sanded thoroughly to allow proper penetration and adhesion. Areas exhibiting tannic acid staining shall receive two coats of primer waiting 24 hours between coats. Sand and prime as soon as possible after installation to avoid UV degradation of unpainted wood surface.
6. Mildew, if present, shall be removed by scrubbing with a commercial mildew wash in accordance with manufacturer's directions.

**D. Metals-General:**

1. On metal work, only such sanding will be required as is necessary to provide for complete bonding of coats.
2. Steel and ironwork shall be scraped clean of scale, and rust and any grease shall be entirely removed.
3. Touch-up scratched and damaged places on metal priming coats.
4. Galvanized or zinc-coated metal shall be given an approved acid treatment 48 hours before paint is applied.
5. Prep and prime coat factory or shop primed metal products, including metal doors and frames, exposed framing, and other exposed metal if material was not shop primed.
6. Metal surfaces receiving epoxy coatings shall have stripe coat applied at all welds, edges, joints, etc., with epoxy primer prior to application of primer.

**E. Metals—Galvanized Surfaces:**

1. Surfaces shall be cleaned, and profiled where specified, prior to receiving applied coatings in accordance with ASTM D6386 or ASTM D7396 for sheet products.
  - a. Methods shall be selected based on age of galvanized coating, condition of surface and intended paint coating.
  - b. Care shall be taken not to damage the zinc coating.
  - c. Do not use phosphate treatment on galvanized surfaces scheduled to receive zinc-rich primers.
2. Comply with additional recommendations included in the AGA document "Duplex Systems: Painting Over Hot Dip Galvanized Steel."
3. Comply with any additional procedures required by the coating manufacturer.

**F. Gypsum Board:**

1. General:
  - a. Fill narrow, shallow cracks and small holes with spackling compound.
    - 1) Rake deep, wide cracks and deep holes.
    - 2) Dampen with clear water.
  - b. Fill with thin layers of drywall joint cement.
  - c. Allow to dry.
  - d. Sand smooth after drying. Do not raise nap of paper on gypsum board.
2. Gypsum Board to Receive Wall Covering and Carpeting:



**PAINTING**  
**SECTION 09 9100**  
**22-1551**

- a. Prep and prime surfaces scheduled to receive wall covering with scheduled primer. Refer to Section 09 7200, Wall Covering, for clear acrylic primer to be used at vinyl wall covering.
- b. Sprayed applications of primer shall be back rolled to assure that the primer has thoroughly sealed the surface.

**G. Concrete:**

1. Cracks, gaps, hollow areas, bug holes, honey combs, voids, fins, form marks and other protrusions or rough edges are to be ground or stoned to provide a smooth continuous surface.
2. Imperfections may require filling.
  - a. Patch concrete areas with cracks, gaps, hollow areas or other imperfections with compatible material to provide smooth continuous surface.
  - b. Material shall be compatible with and as recommended by the coating manufacturer.
3. Moisture Content:
  - a. Prepared surfaces shall not be painted until they have completely cured and have stabilized moisture content within limits required by the coating manufacturer.
  - b. Testing for Moisture Vapor Emission Rate (MVER) shall be performed to verify suitability using a moisture meter, Delmhorst or equal, or method described in ASTM D4263.
4. Surface shall be reviewed by Architect after surface preparation is complete and prior to application of primer. Additional patching and/or grinding necessary to provide a visually acceptable surface after application of paint coatings shall be accomplished at no additional cost.

**H. Surfaces that cannot be prepared or painted as specified, or to level required by the coating manufacturer, shall be immediately brought to the attention of the Architect, in writing.**

1. Starting of work without such notification will be considered acceptance by the Contractor of surfaces involved.
2. Replace unsatisfactory work caused by improper or defective surfaces, as directed by Architect.

**3.3 REPAINTING EXISTING INTERIOR SURFACES**

**A. Interior surfaces required to be repainted, except acoustic tile, shall be prepared as follows.**

1. Wash clean with solution of trisodium phosphate in water and thoroughly rinse or wash with approved self-neutralizing detergent.
2. Spackle, patch, sandpaper, repair, spot or partially prime to provide "hold out" for finish coats of paint and otherwise properly prepare as necessary to provide suitable surfaces, reasonably equal to new, over which to apply specified paints.

**B. Wall Covering:**

1. Check wall covering for adhesion. Loose seams and/or edges shall be reattached prior to painting.
2. Holes, cracks and imperfections shall be filled flush with surface.

### **3.4 REPAINTING EXISTING EXTERIOR SURFACES**

#### **A. General:**

1. Exterior surfaces required to be re-painted, shall be power washed with surfactant, followed by rinsing to remove all loose coatings, chalk, dirt, efflorescence, oils, and other contaminants that would inhibit bond of new coating.
2. Mold or mildew shall be treated with bleach solution followed by thorough rinsing.
3. Protect openings into interior spaces during power washing including louvers, vents, vent screeds, grilles, to prevent water from entering interior areas including, attics and soffits.

#### **B. Ferrous Metal: Steel framing, metal doors and frames, louvers, metal ductwork, and similar Items:**

1. Remove all flaking, peeling and poorly bonded coatings, including rust from metal surfaces using power tool sanders or equivalent equipment. Feather edge remaining coatings.
2. Solvent scrub with MEK, all exposed bare metal, shop applied pretreatment and chalked coatings.
3. Spot prime exposed bare metal and metal pre-treatment prior to application of specified prime coat.

#### **C. Galvanized Metal: Down spouts, wall caps, and Other Exposed Galvanized Metal.**

1. Remove all loose, flaking or peeling coatings by scraping, chipping or sanding. Feather all rough edges by sanding.
2. Apply phosphoric acid etch pre-treatment to exposed galvanized metal.

#### **D. Plaster and Concrete Masonry:**

1. Remove loose coatings using hand or power tools.
2. Patch plaster areas where original material has cracked, spalled or otherwise been removed with compatible material. Fill areas completely to provide smooth, even surface for refinishing. Spot prime patches prior to proceeding.
3. Patch masonry joints with cracks or missing material with compatible materials.

#### **E. Wood Siding and Trim:**

1. Remove loose, flaking or peeling coatings by scraping, chipping or sanding. Feather rough edges by sanding.
2. Surfaces that exhibit moderate to heavy chalk deposits shall be thoroughly cleaned to sound substrate by wire brushing, sanding, or power washing.
3. Spot prime bare wood, exposed nail and fastener heads prior to application of specified prime coat.

**PAINTING**  
**SECTION 09 9100**  
**22-1551**

4. Glossy surfaces shall be dulled by sanding. Crystalline deposits shall be removed by flushing with water from a hose.
5. Mildew, if present, shall be removed by scrubbing with a commercial mildew wash in accordance with manufacturer's directions.

**F. Concrete:**

1. Existing exposed concrete scheduled to receive new finish shall be pressure washed or scrubbed to completely remove all bond breakers and oils.
2. Remove loose coatings not removed by pressure washing using hand or power tools.
3. Efflorescence to be removed following procedures recommended by the paint manufacturer.
4. Cracks, gaps, hollow areas, bug holes, honey combs, voids, fins, form marks and other protrusions or rough edges are to be ground or stoned to provide a smooth continuous surface.
5. Imperfections may require filling.
  - a. Patch concrete areas with cracks, gaps, hollow areas or other imperfections with compatible material to provide smooth continuous surface.
  - b. Material shall be compatible with and as recommended by paint manufacturer.
6. Test for moisture as specified for new concrete.
7. Surface shall be reviewed by Architect after patching is complete and primer is applied. Additional patching and/or grinding necessary to provide a visually acceptable surface shall be accomplished at no additional cost.

**G. Stained Wood Surfaces:**

1. Thoroughly sand all surfaces.
2. Fill holes, cracks and defects after first coat with color matched putty.
3. Sand between coats to ensure proper adhesion.

**H. Casework to be Refinished:** For painted casework, refer to Article 3.2. For lacquer or varnish systems, sand all exposed surfaces and both sides of all doors thoroughly.

**I. Exterior Ceramic Tile:** Abrade surface to receive paint. Thoroughly power-sand all surfaces to remove smooth and/or glossy finish.

**3.5 CAULKING**

- A. Caulk all cracks in finished surfaces.
- B. Seal around any wall openings where original sealant is not fully sealing.
- C. Provide 3/8 inch sealant around all steel columns at concrete base prior to painting.
- D. Provide sealant at material transitions and intersections as required.

### **3.6 PROTECTION**

- A. Hardware, fixture canopies, outlet covers, switch plates and other such items shall be removed or loosened and replaced after completing work as required for painting and finishing. Protect items until reinstalled.
- B. Protect work and work of others during progress against damage. Leave such work clean and whole. Correct damage by cleaning, repairing, replacing or repainting as directed.
- C. Provide necessary drop cloths for protection of work. Cover finished surfaces adjacent to work.

### **3.7 APPLICATION**

- A. General:
  - 1. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.
  - 2. Apply coatings in accordance with manufacturer's recommendations and the additional requirements, as applicable, of the Architectural Painting Manual Guide Specifications for application methods and paint systems.
  - 3. Flow coat on evenly and well brushed in. Should dead spots occur, touch-up before next coat is applied. Should spots or cracks burn through after final coat is applied, apply additional coats to entire surface as necessary to remedy defects.
  - 4. Rate of application shall be within limits recommended by paint manufacturer for surface involved.
- B. Thicknesses: Rate of application shall be within limits recommended by paint manufacturer for surface involved and comply with the following.
  - 1. Paint materials shall be applied in manner to average 1.5 to 3 Dry Mills in thickness for the total number of coats scheduled.
  - 2. Provide Tooke Dry Mill Coating Inspection Gauge manufactured by Micro Metrics Company to the Project Inspector for inspection of finished coating systems, if requested.
- C. Refinish whole area where portion of finish is not acceptable.
- D. Adjust natural finishes as necessary to obtain identical appearance on veneers and solid stock.
- E. Equipment adjacent to walls shall be disconnected, using workers skilled in appropriate trades, and moved to permit wall surfaces to be painted. Following completion of painting, they shall be expertly replaced and reconnected.
- F. Top and bottom edges of all doors shall receive same paint system finish required for door faces.
- G. Do not paint over fire-rating labels, fusible links, or sprinkler heads.

**PAINTING**  
**SECTION 09 9100**  
**22-1551**

**3.8 DEFECTIVE WORK**

- A. Painter shall be responsible for damage or unsuitable work, including that caused by improperly prepared surfaces. Refinishing shall be at no cost to the Owner. Repair work damaged during construction; touch-up or refinish as necessary any abraded, stained or otherwise damaged surfaces.

**3.9 CLEANING AND PROTECTION**

- A. Thoroughly clean any drips, splatters, spills, splashes, etc., from walls, floor or other surfaces, with no damage to those surfaces.
- B. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.
- C. In the event of damage, make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.

**3.10 PAINT SYSTEMS**

- A. General:
1. Only major areas are scheduled, but miscellaneous and similar items and areas within room or space shall be treated with suitable system.
  2. This Specification shall serve as guide and is meant to establish procedure and quality. Confer with the Architect to determine exact finish desired.
  3. Number of coats scheduled is minimum. Additional coats shall be applied at no additional cost as required to hide base material completely, produce uniform color, and provide required and satisfactory finish.
- B. Gloss and Sheen Ratings: Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following limits in conformance with Master Painters Institute, Inc. (MPI) Standards according to ASTM D523. Not all of the Gloss Levels are necessarily scheduled or used on this Project.

Gloss Level	Description	Units @ 60 degrees	Units @ 85 degrees
G1	Matte or Flat finish	0 to 5	10 max.
G2	Velvet finish	0 to 10	10 to 35
G3	Eggshell finish	10 to 25	10 to 35
G4	Satin finish	20 to 35	35 min.
G5	Semi-Gloss finish	35 to 70	
G6	Gloss finish	70 to 85	
G7	High-Gloss finish	> 85	

- C. Clarification of System Terminology:
1. Interior paint Systems are specified and identified herein by initial letters "INT."
  2. Exterior paint Systems are specified and identified herein by initial letters "EXT."

3. The numbers following "INT" and "EXT" for each System identifies the substrate to be coated.
4. Initial numbers for each System identify the substrate to be coated summarized as follows with further clarification included with the System description:

CODE	DESCRIPTION
3.1	Concrete
3.2	Cement Plaster
4	Masonry
5	Metal
6	Wood
9.2	Gypsum Board
9.3	Acoustical Panels and Tile

5. The letter following substrate number identifies the general finish coat chemistry summarized as follows:

CODE	DESCRIPTION
A	Standard acrylic
B	Non-bridging vinyl acrylic
C	Epoxy-like acrylic
D	Semi-transparent stain
E	Elastomeric
F	High performance epoxy-like acrylic
G	Lacquer
H	Aliphatic urethane
I	Fire Retardant Intumescent
J	Acrylic Urethane
K	PVA primer
L	Acrylic primer
M	Premium performance acrylic polymer

6. Hyphenated suffix identifies the topcoat gloss level.

### **3.11 INTERIOR PAINTING SYSTEMS**

#### **INT 3.1A-3**

Acrylic on Concrete - Gloss Level 3

1 coat	971 AcryPlex	Vinyl Acrylic Primer (if not previously painted)
2 coats	1010 Premium Professional	Latex Eggshell

#### **INT 3.2A-3**

Acrylic on Interior Cement Plaster- Gloss Level 3

1 coat	971 AcryPlex	Vinyl Acrylic Primer (if not previously painted)
2 coats	1010 Premium Professional	Latex Eggshell

**PAINTING**  
**SECTION 09 9100**  
**22-1551**

INT 4.1A-1

Acrylic on Concrete Unit Masonry - Gloss Level 1; at theater stage

1 coat	521 Color Shield	Acrylic Block Filler (if not previously painted)
2 coats	Speedhide 6-753 by PPG Architectural Finishes	Acrylic Latex Flat Black

INT 4.1A-3

Acrylic on Concrete Unit Masonry - Gloss Level 3; unless otherwise indicated.

1 coat	521 Color Shield	Acrylic Block Filler (if not previously painted)
2 coats	1010 Premium Professional	Latex Eggshell

INT 4.1A-5

Acrylic on Concrete Unit Masonry - Gloss Level 5; in toilet rooms / food service areas

1 coat	521 Color Shield	Acrylic Block Filler (if not previously painted)
2 coats	1050 Premium Professional	Latex Semi-Gloss

INT 5.1A-5

Acrylic on Exposed Steel, Not Shop Primed - Gloss Level 5

1 coat	5725 DTM	Acrylic Primer
2 coats	1050 Premium Professional	Latex Semi-Gloss

Note: Modify scheduled finish coat if lower gloss level is selected by Architect.

INT 5.2A-5

Acrylic on Shop Primed Metal Including Hollow Metal Doors & Frames - Gloss Level 5

2 coats	1050 Premium Professional	Latex Semi-Gloss
---------	---------------------------	------------------

Note: Modify scheduled finish coat if higher or lower gloss level is selected by Architect.

INT 9.2A-3

Acrylic on Gypsum Board, textured finish - Gloss Level 3

1 coat	971 AcryPlex	PVA Primer/Sealer
2 coats	1010 Premium Professional	Latex Eggshell

INT 9.2A-5

Acrylic on Gypsum Board, smooth finish - Gloss Level 5

1 coat	971 AcryPlex	PVA Primer/Sealer
2 coats	1050 Premium Professional	Latex Semi-Gloss

Note: Provide additional topcoat at toilet rooms and food service areas.

**3.12 EXTERIOR PAINTING SYSTEMS**

EXT 3.1A-2

Acrylic on Concrete - Gloss Level 2

1 coat	247 AcryShield	Acrylic Masonry Primer
2 coats	1210 Premium Professional	100% Acrylic Low Sheen

**EXT 3.2A-2**

Acrylic on Cement Plaster - Gloss Level 2

1 coat	247 AcryShield	Acrylic Masonry Primer
2 coats	1210 Premium Professional	100% Acrylic Low Sheen

**EXT 3.1F-3**

Elastomeric on Portland Cement Plaster: As specified in Section 09 9653, Elastomeric Coatings.

**EXT 4.1A-2**

Acrylic on Concrete Unit Masonry - Gloss Level 2

1 coat	247 AcryShield	Acrylic Masonry Primer
2 coats	1210 Premium Professional	100% Acrylic Low Sheen

**EXT 5.1A-5**

Acrylic over Unprimed Steel - Gloss Level 5

1 coat	5725 DTM	Metal Primer
2 coats	1215 Premium Professional	100% Acrylic Semi-Gloss

**EXT 5.2A-5**

Acrylic over Shop Primed Metal Doors and Frames, Steel Frame, Mechanical and Electrical Equipment, and Panels - Gloss Level 5

2 coats	2888 DuraPoxy HP	Acrylic Urethane Semi-Gloss
---------	------------------	-----------------------------

**EXT 5.3A-5**

Premium Acrylic over Waterborne Primer on Galvanized Metal – Gloss Level 5

Pretreatment	SSPC SP-1	Heavy-duty cleaner
1 coat	5725 DTM	Acrylic Primer
2 coats	1215 Premium Professional	100% Acrylic Semi-Gloss

Note: Provide pretreatment and primer if preparation and primer not applied in shop.

**EXT 5.4A-5**

Acrylic over Waterborne Primer on Aluminum – Gloss Level 5

Pretreatment	Devco Devprep 88	Heavy-duty cleaner
1 coat	5725 DTM	Acrylic Primer
2 coats	1215 Premium Professional	100% Acrylic Semi-Gloss

Note: Provide pretreatment and primer if preparation and primer not applied in shop.

**EXT 5.5A-5**

Acrylic over Thermoplastic Olefin (TPO) Coated Metal – Gloss Level 5

1 coat	Carlisle "Low VOC TPO Primer"	Solvent based as provided by roofing manufacturer
2 coats	1250 AcryShield	100% Acrylic Semi-Gloss

**EXT 6.3A-5**

Acrylic on Dressed Lumber - Gloss Level 5

1 coat	255 AcryShield	100% Acrylic Wood Primer
2 coats	1215 Premium Professional	100% Acrylic Semi-Gloss

Note: Provide primer if not applied in shop.



**PAINTING**  
**SECTION 09 9100**  
**22-1551**

**3.13 MISCELLANEOUS PAINTING**

- A. Mechanical and Electrical Equipment, Conduits and Piping: Paint exposed items as scheduled using appropriate system for material and whether or not item has been factory-primed.
- B. Exposed Insulation-Covered Piping: Size with Arabol, or equal latex type adhesive, and apply 2 coats of semi-gloss enamel.
- C. Material Visible through Grilles, Screens, Louvers, Vents and Screens and Exposed Hardware Cloth Screening: Painted flat black to make them as unnoticeable as possible.
- D. Mechanical Equipment: Paint mechanical equipment housings where indicated on the Drawings.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\09 9100\_painting.docx*  
*Last Updated: January 26, 2022*

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Code required signage.
  - 2. Exterior building identification and other non-code signage.

### **1.2 RELATED REQUIREMENTS**

- A. Section 01 6116, Volatile Organic Compound (VOC) Restrictions; for VOC limits pertaining to adhesives, sealants, fillers, primers, and coatings.
- B. Section 01 8113, Sustainable Design Requirements, for CAL-Green general requirements and procedures.
- C. Signage requirements included on the Drawings.

### **1.3 REFERENCES AND STANDARDS**

- A. California Building Code, edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).
- B. California Green Building Standards Code (CAL Green), edition as noted on drawings, as adopted by the California Division of the State Architect (DSA).
- C. Title 19, CCR, Article 33.01(i).
- D. American National Standards Institute (ANSI):
  - 1. A-117.1: Accessible and Usable Buildings and Facilities.
- E. ASTM International (ASTM):
  - 1. A53/A53M: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 2. A153/A153M: Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

### **1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Submittal Procedures:
  - 1. Action Submittals and Informational Submittals shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  - 2. Closeout Submittals shall be submitted in accordance with Section 01 7700, Closeout Procedures.

**SIGNAGE**  
**SECTION 10 1400**  
**22-1551**

3. Sustainable Design Submittals shall comply with the additional requirement of Section 01 8113, Sustainable Design Requirements.

B. Coordination:

1. Prior to production of shop drawings and samples, coordinate a pre-submittal conference with Architect to confirm submittal requirements, schedule, and sign review process.
2. For signs supported by or anchored to permanent construction, advise installers of anchorage devices about specific requirements for placement of anchorage devices and similar items to be used for attaching signs. Provide template for placement of sign-anchorage devices **[and electrical service]** embedded in permanent construction by other installers.

**1.5 ACTION SUBMITTALS**

A. Shop Drawings:

1. Scaled drawings and signage schedule for each sign indicating materials, lettering layout, and colors.
2. Font Style. 18 point graphical example of alphabet and numerical numbers 0 through 9 of signage font style, upper and lower case letters, punctuation, 18 point scale, and black text on white paper.

B. Product Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

C. Samples:

1. Submit three samples of specified signage fonts to be used for visual and tactile characters including braille below the raised characters.
2. Color Verification: Provide physical sample of each available color from the manufacturer. Include color system name and serial number, code and name as applicable.
3. Control Samples. Samples shall be prepared on same base material to be used in fabrication. Submit one sample of each sign type. Signage types are indicated in Construction Document details. Interior signs shall be full size.
4. Dimensional Letters: One full-size representative samples of each dimensional letter type required, showing letter style, color, and material finish and method of attachment.
5. Symbol of Accessibility and Pictograms. Full scale sample of pictograms and symbol of accessibility to be used on sign panels and graphics.

**1.6 INFORMATIONAL SUBMITTALS**

A. Qualification Data: For installer.

B. Sustainable Design:

1. General:
    - a. Submit information necessary to establish and document compliance with the California Green Building Standards Code.
    - b. Sustainable design submittals are in addition to other submittals.
  2. The following information shall be provided:
    - a. Adhesives and Sealants: Evidence of compliance that products meet maximum VOC content limits specified in Section 01 6116.
- C. Sample of manufacturer's warranty.
- D. Signage Schedule and Alphanumeric Nomenclature. As a component of shop drawings and informational submittals, verify with Architect the sign nomenclature; room names and numbers; wording of way-finding, directional and informational signage; text; and orientation of wayfinding pictorial graphics.

#### **1.7 CLOSEOUT SUBMITTALS**

- A. Warranty/Guarantee: Submit executed warranty and Subcontractor's guarantee.
- B. Maintenance data for signs and sign types including maintenance manuals.

#### **1.8 QUALITY ASSURANCE**

- A. Contractor shall assure that the vendor shall be responsible for the quality of materials and workmanship of any firm acting as the vendor's subcontractor.
- B. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- C. Use materials and products of one manufacturer whenever possible.
- D. Materials, components, assemblies, workmanship and installation are to be observed by the Owner's Project Inspector. Work not so inspected is subject to uncovering and replacement.
- E. The adhesion of inlaid letters and symbols will be tested. See Article WARRANTY.

#### **1.9 DELIVERY, STORAGE AND HANDLING**

- A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.
- B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the work.
- C. Transport, store and handle in strict accord with the manufacturer's written recommendations.

**SIGNAGE**  
**SECTION 10 1400**  
**22-1551**

**1.10 FIELD MEASUREMENTS**

- A. Make and be responsible for all field dimensions necessary for proper fitting and completion of work. Report discrepancies to Architect before proceeding.

**1.11 WARRANTY**

- A. Manufacturer: In addition to the Contractor's and Subcontractor's Guarantee, furnish Owner with manufacturer's available fully executed written warranty for signage against all defects in materials and workmanship, including without limitation against yellowing, cracking, crazing, and other visible and performance defects for a period of 5 years.
  - 1. Text, pictograms or symbols that can be removed from the sign face utilizing a sharp object or other conventional methods will be considered a manufacturing defect.

**PART 2 - PRODUCTS**

**2.1 DESIGN AND PERFORMANCE CRITERIA**

- A. Regulatory Standards:
  - 1. Except as otherwise specified or shown, signage shall conform to the following:
    - a. ANSI A-117.1 and the Americans with Disabilities Act (ADA).
    - b. ATBCB Design Guidelines for Signage in relation to the Americans with Disabilities Act.
    - c. California Code of Regulations, Titles 19 and 24.
      - 1) Contracted Grade 2 Braille shall be used whenever Braille symbols are specifically required. Refer to CBC Section 11B-703.3.
      - 2) All signage shall conform to CBC Section 11B-703.
    - d. Uniform Sign Code.
  - 2. When there is a conflict between the CBC and ADA, comply with the most stringent.
- B. Design Criteria: Refer to Chapter 11B of the California Building Code.
  - 1. Raised Characters: Section 11B-703.2.
    - a. Depth: Section 11B-703.2.1.
    - b. Case: Section 11B-703.2.2.
    - c. Style: Section 11B-703.2.3.
    - d. Character Proportions: Section 11B703.2.4.
    - e. Character Height: Section 11B-703.2.5.
    - f. Stroke Thickness: Section 11B-703.2.6.
    - g. Character Spacing: Section 11B-703.2.7.
    - h. Line Spacing: Section 11B-703.2.8.
    - i. Installation Height and Location: Section 11B-703.4.

2. Braille: Section 11B-703.3.
    - a. Contracted (Grade 2) Braille with rounded or domed dots shall be used wherever Braille is required.
      - 1) Braille dimensions in accordance with Table 11B-703.3.1.
  3. Visual Characters: Section 11B-703.5.
    - a. Character Proportions: Section 11B-703.5.4.
    - b. Stroke Thickness: Section 11B-703.5.7.
    - c. Character Spacing: Section 11B-703.5.8.
    - d. Line Spacing: Section 11B-703.5.9.
  4. Pictograms: Section 11B-703.6.
    - a. Pictogram Field: 11B-703.6.1.
      - 1) Characters and Braille shall not be located in the pictogram field.
    - b. Finish and Contrast: Section 11B-703.6.2.
      - 1) Pictograms and their field shall have a non-glare finish. Pictograms shall contrast with their field with either a light pictogram on a dark field or a dark pictogram on a light field.
    - c. Text Descriptors: Section 11B-703.6.3.
      - 1) Locate text descriptors directly below the pictogram field.
      - 2) Text shall be raised characters with braille directly below.
  5. International Symbol of Accessibility: Section 11B-703.7.2.1.
  6. Toilet Room Door Symbols: Section 11B-703.7.2.6.
  7. Tactile Exit Signs: Tactile exit signage to comply with 1013.4 and 11B-703.4.
- C. Sustainable Design:
1. VOC emissions for field-applied adhesives, sealants, and sealant primers must comply with limits specified in Section 01 6116.

## **2.2 PLASTIC SIGNS - TACTILE**

- A. Materials, Unless Otherwise Noted:
1. Manufacturer and Product: "Inlaid Tactile Sign" by Accent Signage Systems, Inc. Minneapolis, MN, 800-215-9437 as specified and the basis of design; Ellis & Ellis Sign Systems, Sacramento, CA, 916-924-1936; ASI-Modulex, Los Altos, CA, 650-940-1354; Weidner Architectural Signage, Sacramento, CA; or equal.
    - a. Sign Face: Two 1/8-inch plies with eased edges; New Hermes "Gravo-Tac," or equal.
      - 1) Total Thickness: 1/4 inch.
      - 2) Painted signs will not be accepted.
    - b. Tactile Text: Provide tactile text and "Raster" Braille at plastic tactile signage.
      - 1) Tactile text shall be inlaid into sign face 1/32-inch and raised 1/32-inch minimum above sign face surface.

**SIGNAGE**  
**SECTION 10 1400**  
**22-1551**

- 2) Inlaid text shall be 1-ply, 1/16-inch thick material; "Gravo-Tac" Exterior or equal.
- 3) Provide text and graphics precisely formed, uniformly opaque to comply with relevant ADA regulations and requirements indicated for size, style, spacing, content, position and colors.
- 4) Symbols where specified shall be International Style.
- 5) Braille shall be Contracted (Grade 2) Braille.
  - a) Dots shall be 0.10-inch on centers in each cell, 0.30-inch on center between corresponding dots in adjacent cells, and 0.395-inch minimum to 0.400-inch maximum on center between corresponding dots in cell directly below.
  - b) Dots shall be raised a minimum of 0.025-inch and a maximum of 0.037-inch above the background, and a base diameter of 0.059-inch minimum and 0.063-inch maximum.
  - c) Dots with straight sides and flat tops are not acceptable.
- c. Colors: High contrast, non-glare, integral colors for graphics.
  - 1) Integral materials shall be U.V. stabilized.
  - 2) Characters, symbols and pictograms shall be in high contrast (light color) with background (dark) color and must conform to the CBC and the ADA Standards.

**B. Fabrication:**

1. Panel Appearance: Manufacturer's standard, high contrast, semi-matte colors.
2. Surface Texture: Matte Non-glare.
3. Character Style, Size and Layout Position:
  - a. Characters shall be 1-inch high, unless otherwise indicated.
  - b. The stroke of the uppercase letter "I" shall be 15 percent maximum of the height of the character.
  - c. The width of the uppercase letter "O" shall be 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I".
  - d. Character style to be Sans Serif, uppercase, accompanied by Braille directly below text at all locations where raised characters are required.
  - e. Spacing between baselines of separate lines of raised characters with a message shall be 135 percent minimum and 170 percent maximum of the raised character height.
4. Text Schedule: Confirm text, symbols and numbering with the Architect and Owner.
5. Sign Size: As indicated on the Drawings or, if not shown, as reasonably required to accommodate text, symbols and Braille.
  - a. Where signs are installed on window glazing, fabricate a blank sign back to match in size and shape to sign.
  - b. Sign backs shall cover back side of sign from view through window on opposite side of sign.

- c. Signs that are mounted back-to-back on glazing are to be matching in size; the smaller sign is to be increased in size as reasonably required to match the larger sign.
- 6. Sign Shape: As indicated on the Drawings.
  - a. Corners: Radiused, unless otherwise shown.
- 7. Inlaid Letter Adhesion Process: Inlaid material shall be adhered into 1/32-inch deep routed sign face utilizing the heat and pressure bonded/chemically welded process as developed by Accent Signage Systems for the specified "Inlaid Tactile Sign."
  - a. Sign manufacturers for the specified "Inlaid Tactile Sign" shall be familiar with and utilize the exact same manufacturing process developed by Accent Signage Systems.
  - b. Manufacturer must utilize the same and required equipment, products and techniques necessary to produce authentic "Inlaid Tactile Signs" as developed by Accent Signage Systems.
  - c. Other adhesive products and methods, including applied adhesive tapes will not be accepted.
- C. Sign Types: Provide braille translation directly below the raised characters.
  - 1. Room Identification Sign: Provide as shown on the Drawings.
    - a. Provide name and room number at each door indicated.
    - b. Names and numbers to be reviewed and approved by Architect and Owner prior to fabrication.
    - c. Allow an average of 4-numbers and 14-letters for each sign.
    - d. Sign to be provided adjacent to doors as shown.
  - 2. Toilet Room Identification Sign: In addition to the specified Door Symbol, provide a Toilet Room Identification Sign at the strike side of every toilet room door.
    - a. Sign shall include an International Symbol of Accessibility, pictogram, and raised characters, specifying the room name with Braille translation below pictogram.

## **2.3 PLASTIC SIGNS - NON-TACTILE**

### **A. Materials, Unless Otherwise Noted:**

Manufacturer and Product: Acrylic panel sign as manufactured and distributed by Ellis & Ellis Sign Systems, 916-924-1936, as specified and the basis of design, or equal.

- 1. Sign Face: 1/4-inch, matt finish, non-glare acrylic with subsurface vinyl and paint. Painted faces will not be accepted.
- 2. Colors: Colors shall match specified Tactile Signs and as selected by Architect and Owner.
  - a. Integral materials shall be U.V. stabilized.
  - b. Graphics and text shall be in high contrast (light color) with background (dark) color.



**SIGNAGE**  
**SECTION 10 1400**  
**22-1551**

**B. Fabrication:**

1. Sign Thickness: 1/4-inch.
2. Character Style, Size and Layout Position:
  - a. Characters shall be a minimum of 1-inch high, unless otherwise indicated.
  - b. The stroke thickness of the uppercase letter "I" shall be 10 percent minimum and 20 percent maximum of the height of the character.
  - c. The width of the uppercase letter "O" shall be 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I".
  - d. Letter style to be Sans Serif, uppercase.
  - e. Space characters 10 percent minimum and 35 percent maximum of height of characters, measured between two closest points of adjacent characters, excluding word spaces.
  - f. Spacing between baselines of separate lines of characters within a message shall be 135 percent minimum and 170 percent maximum of character height.
3. Text Schedule: Confirm text, symbols and numbering Architect and Owner using the shop drawing/submittal process.
4. Sign Size: As indicated on the Drawings or, if not shown, as reasonably required to accommodate text and symbols.
  - a. Where signs are installed on window glazing, fabricate a blank sign back to match in size and shape to sign.
  - b. Sign backs will cover back side of sign from view through window on opposite side of sign.
5. Sign Shape: As indicated on the Drawings or, as reasonably required to accommodate the specified text and size at lettering.
  - a. Corners: 1/4-inch radius, unless otherwise shown.

**C. Sign Types:**

1. Toilet Room Door Symbol: Provide one of the following symbols as appropriate to the toilet room type. Toilet Room Door Symbols shall have a color contrast that is distinctly different from the color of the door. Characters, as shown, to be flush with face of symbol. The entire background color must contrast with door. A thin contrasting border around the symbol, with remainder of sign background in a non-contrasting color is not allowed.
  - a. Girls: 12-inch diameter circle, with eased edges.
  - b. Boys: Equilateral triangle with sides 12-inches long, with eased edges.
  - c. Women: 12-inch diameter circle, with eased edges.
  - d. Men: Equilateral triangle with sides 12-inches long, with eased edges.
  - e. Unisex or Staff: equilateral triangle of contrasting color and super imposed on and geometrically inscribed within the face of 12-inch diameter circle, which is a contrasting color to the door. The vertices of the triangle symbol shall be located 1/4-inch maximum from the edge of the circle with the vertex pointing upward. Both the circle and triangle to have eased edges.

2. Disabled Accessible Entrance Signs: 6-inches high x 6-inches wide with International Symbol of Accessibility.

## **2.4 METAL SIGNS**

### **A. Letter Style:**

1. The stroke thickness of the uppercase letter "I" shall be 10 percent minimum and 20 percent maximum of the height of the character.
2. The width of the uppercase letter "O" shall be 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I".
3. Letter style to be Sans Serif, uppercase.

### **B. Metal Reflectorized Signs:**

1. Blue reflective vinyl background with white copy or symbol on 0.080 aluminum unless noted otherwise:
  - a. Disabled Accessible Parking Stall:
    - 1) International Symbol of Accessibility with text below to read "MINIMUM FINE \$250".
    - 2) Pole mounted.
  - b. Van Accessible Parking Stall:
    - 1) Same as Standard Accessible Parking Stall sign with text below to read "VAN ACCESSIBLE".
    - 2) Pole mounted.
2. Parking Lot Entrance: Text as shown on the Drawings, on dark blue background.
3. On-site Stop Sign: Red reflectorized vinyl background with white copy and border. Pole mounted; in compliance with State of California Business, Transportation and Housing Agency, Department of Transportation 1990 Uniform Sign Chart.
4. Directional Signs:
  - a. Colors: As selected by Architect and Owner.
  - b. Copy and locations as noted on Drawings.
  - c. Pole mounted.
5. Traffic Control Signs (On-site and Off-site): Signs shall comply with State of California Business, Transportation and Housing Agency, Department of Transportation 1990 Uniform Sign Chart, California Sign Chart and local ordinances. Colors as selected by Architect.

### **C. Metal Painted Signs: Baked enamel on steel.**

1. Gate Sign: 4-inch high lettering in all caps to read: "EXIT".
  - a. Provide at exit gate(s) as shown.
  - b. Colors: As selected by Architect.

**SIGNAGE  
SECTION 10 1400  
22-1551**

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Prior to installation, carefully inspect and verify that the installed work of other trades is complete to the point where this installation may properly commence.
- B. Verify that specified items may be installed in accordance with the approved design.
- C. In the event of discrepancy, immediately notify Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

**3.2 INSTALLATION OF SIGNS**

- A. General: Locations of signs must be in accordance with the Drawings and approved shop drawings.
- B. Plastic Signs:
  - 1. General:
    - a. Provide both mechanical fasteners and either adhesive or 2-sided adhesive tape as recommended by manufacturer for given mounting substrate.
    - b. Fasteners: Minimum 4-recessed flush head tamper-proof (vandal-resistant) screws per sign.
  - 2. Wood and Metal Framed Walls: Mechanical fasteners shall be of adequate length to penetrate exterior finishes and provide secure embedment into wall structure or sheathing.
  - 3. Masonry Walls:
    - a. At split-face concrete masonry (CMU) walls, Contractor shall be responsible for providing a "bushed-down," level, rectilinear, and smooth, area, 1/2-inch larger than sign all around for flush sign mounting.
    - b. Contractor shall not grind or prep CMU wall until signs are on site and exact sign size and location are verified and approved by Architect.
  - 4. Glass:
    - a. Utilize mounting adhesive and silicone where signs are mounted to glass.
    - b. Provide vinyl window sign backer to match sign face size, mounted on opposite side of glass.
    - c. Signs mounted back-to-back are to be matching in size.
    - d. Do not pre-drill signs for mechanical fastening where sign is to be mounted to glass.
- C. Pole Mounted:
  - 1. General:
    - a. Mount signs using galvanized steel carriage bolt with hex nut and washer.
    - b. Touch up bolt head with paint to match background.
  - 2. Accessible Parking Stall Sign:

- a. Provide one sign at each stall.
- 3. Parking Lot Entry Sign and Stop Sign: Provide sign at location and height as indicated on the Drawings.
- 4. Pole: ASTM A53, Grade B, hot-dip galvanized in accordance with ASTM A153.
  - a. Diameter and Height: As shown on the Drawings.
- 5. Foundations: Pole mounted signs shall be mounted in concrete footing as shown on the Drawings.
- D. Other Signs: Use mounting method that is permanent, vandal resistant, and has been approved by the Architect.

### **3.3 PROTECTION**

- A. Protect work and materials of this Section and other Sections prior to and during installation, and protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

### **3.4 ADJUSTING AND CLEANING**

- A. Remove all dust, dirt, finger marks, etc. from signs and letters using cleaning methods as recommended by manufacturer.

### **END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\10 1400\_ signage.docx*  
*Last Updated: March 30, 2021*

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Floor-supported, overhead-braced, solid plastic toilet partitions.
  - 2. Solid plastic urinal screens.

### **1.2 RELATED REQUIREMENTS**

- A. Section 01 6116, Volatile Organic Compound (VOC) Restrictions; for VOC limits pertaining to adhesives, sealants, fillers, primers, and coatings.
- B. Section 01 8113, Sustainable Design Requirements, for CAL-Green general requirements and procedures.
- C. Section 10 2800, Toilet Accessories.

### **1.3 REFERENCES AND STANDARDS**

- A. California Building Code (CBC), edition as noted on the Drawings, as adopted by the California Division of the State Architect (DSA).
- B. California Green Building Standards Code (CAL Green), edition as noted on the Drawings, as adopted by the California Division of the State Architect (DSA).
- C. National Fire Protection Agency (NFPA)
  - 1. NFPA 286: Fire Test for Evaluation Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.
- D. ASTM International (ASTM):
  - 1. A 167: Standard Specification for Stainless and Heat-Resisting Chromium. Nickel Steel Plate.
  - 2. B 221: Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
  - 3. E 84: Test Method for Surface Burning Characteristics of Building Materials.

### **1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Submittal Procedures:
  - 1. Action Submittals and Informational Submittals shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  - 2. Closeout Submittals shall be submitted in accordance with Section 01 7700, Closeout Procedures.

**PLASTIC TOILET COMPARTMENTS**  
**SECTION 10 2113**  
**22-1551**

3. Sustainable Design Submittals shall comply with the additional requirement of Section 01 8113, Sustainable Design Requirements.

B. Scheduling and Coordination:

1. Floor anchor plates for partitions shall be secured to structural subfloor prior to installation of mortar setting bed for tile floor.
2. Coordinate with placement of support framing and anchors in walls.

**1.5 ACTION SUBMITTALS**

- A. Shop Drawings: Submit plan, interior elevations and details showing components, connections and anchorages, adjacent materials, fully dimensioned and noted. Include blocking layout for use in structural framing.
- B. Product Data: Submit list and manufacturer's complete descriptive data of products proposed for use. Include manufacturer's installation and maintenance instructions.
- C. Samples:
  1. 6-inch-square or larger sample of panel corner in selected color, showing core, edge treatment, and corner treatment.
  2. Manufacturer's full range of colors for Architect's selection.
  3. Hardware samples, if requested by Architect.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For manufacturer and installer.
- B. Certification: Submit certification showing independent testing that compartments comply with NFPA 286.
- C. Evidence that plastic panels are Greenguard Certified
- D. Sample of manufacturer's warranty.

**1.7 CLOSEOUT SUBMITTALS**

- A. Warranty/Guarantee: Submit executed warranty and Subcontractor's guarantee.

**1.8 QUALITY ASSURANCE**

- A. Qualifications:
  1. Manufacturer: Minimum 5 years' experience in manufacturing of solid plastic (HDPE) toilet compartments with products in satisfactory use under similar service conditions.
  2. Installer: Minimum 5 years' experience in work of this Section.
- B. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.

- C. Single-Source Responsibility: Use materials and products of one manufacturer whenever possible.
- D. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Project Inspector. Work not so inspected is subject to uncovering and replacement.
- E. Mockups:
  - 1. First installed example of each type of toilet compartment and urinal screen shall serve as a mockup for review and approval by Architect of workmanship, visual effect, accessibility, and interface with adjacent construction.
  - 2. Toilet compartment shall be complete with hardware and with toilet accessories specified in Section 10 2813, Toilet Accessories.

### **1.9 DELIVERY, STORAGE AND HANDLING**

- A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.
- B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the work.
- C. Transport, store and handle in strict accord with the manufacturer's written recommendations to avoid deformation.

### **1.10 FIELD MEASUREMENTS**

- A. Make and be responsible for all field dimensions necessary for proper fitting and completion of work. Report discrepancies to Architect before proceeding.

### **1.11 WARRANTY**

- A. Manufacturer: In addition to the Contractor's and Subcontractor's Guarantee, furnish Owner with manufacturer's fully executed written warranty for plastic toilet partition system against defects in materials and workmanship including breakage, warpage, corrosion or delamination of installed plastic components, door latch and strike, integral hinge system and stainless steel shoes and wall brackets for a period of 25 years.
  - 1. Defective components shall be replaced.
  - 2. Labor for reinstallation shall be included.

## **PART 2 - PRODUCTS**

### **2.1 DESIGN AND PERFORMANCE CRITERIA**

- A. Comply with accessibility requirements of CBC Section 11B-604, "Water closets and toilet compartments," and ADA "Standards for Accessible Design." Comply with the most stringent where there is a conflict.
- B. Brace partitions to structure to meet seismic provisions of the CBC.

**PLASTIC TOILET COMPARTMENTS**  
**SECTION 10 2113**  
**22-1551**

C. Fire Resistance when Tested in accordance with ASTM E 84:

1. Smoke Developed Index: Not to exceed 450.
2. Flame Spread Index: Not to exceed 25.
3. Material Fire Ratings:
  - a. Test Method: NFPA 286.
  - b. Rating: International Code Council (ICC) Class A.

D. Sustainable Design:

1. Plastic panels shall be Greenguard Certified.

**2.2 TOILET COMPARTMENTS**

- A. Manufacturer and System: "Hiny Hiders" by Scranton Products, or equal:

**2.3 MOUNTING CONFIGURATIONS**

- A. Toilet Enclosures: Floor-supported, overhead-braced.
- B. Urinal-Screen Style: Post-to-ceiling supported flat panel.

**2.4 MATERIALS AND COMPONENTS**

A. Doors, Panels and Pilasters:

1. Material: High density polyethylene (HDPE), fabricated from polymer resins compounded under high pressure, forming single thickness panel.
  - a. Surface Characteristics: HDPE shall be waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
2. Minimum Finished Thickness:
  - a. Panels and Urinal Screens: 1 inch straight cut with fine radius edge.
  - b. Stiles: 1 inch straight cut with fine radius edge.
  - c. Doors: 1 inch straight cut with fine radius edge.
3. Door Width:
  - a. Typical: 24 inch minimum.
  - b. Accessible Stalls: Sized to provide minimum 36 inch clear opening.
4. Door and Panel Height: 55 inches mounted 14 inches above finish floor.
5. Urinal Screens:
  - a. Height: 42 inches mounted 14 inches above floor.
  - b. Depth: 18 inches.

- B. Leveling Device: 7-gauge (0.0874 inch) hot rolled steel bar; chromate-treated and zinc-plated; through-bolted to base of solid color reinforced composite stile.

- C. Stile Shoes: Type-304, 20-gauge (0.036 inch) stainless steel with satin finish.



1. Top shall have 90 degree return to stile.
  2. Shoe shall be one-piece and capable of being securing fastened to stiles.
- D. Headrails: 1-inch x 1-5/8-inch minimum, heavy-duty tubular stainless steel or extruded anodized aluminum, satin finish, anti-grip profile.
- E. Floor to Ceiling Posts: 1-1/4 inch square x 18 gauge stainless steel with satin finish, full height, where indicated.
- F. Other Components: Non-corroding metal.

## **2.5 HARDWARE AND FITTINGS**

- A. General:
1. Hardware shall be ADA and accessibility compliant.
  2. All hardware to be 18-8, type-304 stainless steel with satin finish.
  3. Hardware of chrome-plated "Zamak", aluminum, or plastic is unacceptable except as otherwise specified.
  4. All hardware to be Vandal-Resistant, Institutional Grade.
  5. Each through-bolted fasteners and threaded bass insert shall withstand direct pull force exceeding 1,500 pounds.
  6. Emergency Access: Hinges and door latch shall allow door to be lifted over keeper from outside compartment on inswing doors.
- B. Mounting Brackets:
1. Panels: 18-gauge (0.048 inches) stainless steel, full height of panel.
    - a. U-channels shall be furnished to secure panels to stiles.
    - b. Angle brackets shall be furnished to secure stiles to walls and panels to walls.
    - c. Fasteners at locations connecting panels-to-stiles shall utilize through bolted, stainless steel, pin-in-head Torx sex bolt fasteners.
  2. Urinal Screen: 11 gauge (0.120 inches) stainless steel, full height of panel.
- C. Hinges and Stops:
1. Hinges: Self-closing, 16-gauge (0.060 inch) continuous piano hinge.
    - a. Continuous piano hinge, self-closing gravity type, shall be attached to door and stile by theft-resistant, pin-in-head Torx stainless steel machine screws into factory-installed, threaded brass inserts. Fasteners secured directly into the core are not acceptable.
  2. Stops: Two 11-gauge (0.120 inch) stainless steel door stop plates with attached rubber bumpers to resist door from being kicked in/out beyond stile.
  3. Door stops and hinges shall be secured with stainless steel, pin-in-head Torx machine screws into threaded brass inserts.
- D. Latch, Strike, and Keeper:

## **PLASTIC TOILET COMPARTMENTS**

### **SECTION 10 2113**

**22-1551**

1. Stainless steel door latch shall slide into a stainless steel keeper.
    - a. Sliding door latch shall require less than 5-pound force to operate. Twisting latch operation is not acceptable.
    - b. Latch track shall be attached to door by machine screws into factory-installed threaded brass inserts.
  2. Through bolted, stainless steel, pin-in-head Torx sex bolt fasteners shall be used at attach keeper-to-stile.
  3. Mount latch at 42-inches above the finished floor in accessible stalls.
  4. Track of door latch shall prevent inswing doors from swinging out beyond stile.
  5. On outswing doors, door keeper shall prevents door from swinging in beyond stile.
  6. Bumper: Extruded black vinyl.
- E. Locking: Door locked from inside by sliding door latch into keeper.
- F. Coat Hook and Bumper:
1. Combination type.
  2. Equip outswing doors at accessible compartments with second door pull and door stop.
  3. Mount hook at 48-inches above the finished floor in center of door on the inside of the stall.
- G. Door Pulls:
1. Provide door pull and wall stop for outswinging doors.
  2. Equip doors to accessible stall with both inside and outside pulls.
  3. Pulls shall be "U" shaped.
- H. Fasteners: As recommended by partition manufacturer and the following:
1. Use stainless steel hardware to attach panel-to-stile brackets, coat hooks, and latch keepers.
  2. Exposed Bolts and Screws: Theft-resistant, one-way heads, stainless steel, ASTM A167; Type 304, pinhead Torx screws.

## **2.6 COLORS AND FINISHES**

- A. Color of HDPE: As selected by the Architect from the manufacturer's available standard colors for fire-rated HDPE. Doors, pilasters and panels may be of different colors.
- B. Stainless Steel: No. 4 satin finish.
- C. Aluminum: Clear Anodized.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Prior to installation, carefully inspect and verify that the installed work of other trades is complete to the point where this installation may properly commence.
- B. Verify that toilet partitions may be installed in complete accordance with the original design. Verify solid blocking has been provided in walls and ceilings at all partition and bracing connection locations. Do not install if blocking is missing.
- C. In the event of discrepancy, immediately notify the Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

#### **3.2 INSTALLATION**

- A. General:
  - 1. Install all toilet partitions and screens where indicated on the Drawings and reviewed shop drawings, anchoring into solid blocking in compliance with manufacturer's installation instructions.
  - 2. Install partitions and screens rigid, straight, plumb and level.
- B. Provide clearances of not more than 3/8 inch between pilasters and panels, and not more than 1/2 inch between panels and walls and not more than 3/8 inch between vertical edge of doors and pilasters.
- C. Secure panels to walls with full length, continuous wall brackets using stainless steel fasteners spaced maximum 12 inches on-center.
- D. Stile shoes shall be anchored to floor with 1-1/2 inch, #14 stainless steel screws and metal anchors. Secure pilaster within shoe with theft resistant sex bolt.
- E. Attach panels and pilasters to continuous brackets with theft resistant sex bolts.
- F. Secure overhead brace to face sheets with not less than 2 fasteners per face.
- G. Set tops of doors to be parallel with top of pilasters and overhead brace when doors are in closed position.
- H. Urinal Screens: Provide floor to ceiling post and wall brackets.

#### **3.3 ERECTION TOLERANCES**

- A. Maximum Variation From True Position: 1/4 inch.
- B. Maximum Variation From Plumb: 1/8 inch.

#### **3.4 ADJUSTING**

- A. Make final adjustments to leveling devices.

## **PLASTIC TOILET COMPARTMENTS**

### **SECTION 10 2113**

**22-1551**

- B. Adjust and lubricate hardware for proper operation after installation.
  - 1. Set hinges on in-swing doors to hold doors open approximately 30 degrees from closed position when unlatched.
  - 2. Set hinges on out-swing doors to return to fully closed position.
- C. Replace damaged parts, surfaces which are not free from imperfections. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

### **3.5 CLEANING**

- A. Upon completion, and as a condition of acceptance, visually inspect the entire work of this Section. Surfaces shall be free of imperfections, scratch marks, blemishes or color variations.
- B. Upon completion, thoroughly wash surfaces, remove foreign material, and polish surfaces.
- C. Leave entire work in neat, orderly, clean, acceptable condition as approved.

### **3.6 PROTECTION**

- A. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.
- B. In the event of damage, make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.
- C. Adequately protect products during and after installation against damage of every nature. Exposed finishes shall be free from scratches, dents, permanent discolorations and other defects in workmanship or materials.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\10 2113.10\_plastic toilet compartments.docx  
Last Updated: March 30, 2021*

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Toilet accessories.

### **1.2 RELATED REQUIREMENTS**

- A. Section 05 4000, Cold-Formed Metal Framing, for blocking and backing.
- B. Section 06 1000, Rough Carpentry, for blocking and backing.
- C. Section 09 3000, Tiling.
- D. Section 10 2113, Plastic Toilet Compartments.
- E. Division 26, Electrical.

### **1.3 REFERENCES AND STANDARDS**

- A. California Building Code (CBC), edition as noted on the Drawings, as adopted by the California Division of the state Architect (DSA).
- B. California Green Building Standards Code (CAL Green), edition as noted on the Drawings, as adopted by the California Division of the State Architect (DSA).

### **1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Submittal Procedures:
  - 1. Action Submittals and Informational Submittals shall be submitted in accordance with Section 01 3300, Submittal Procedures.
  - 2. Closeout Submittals shall be submitted in accordance with Section 01 7700, Closeout Procedures.
- B. Coordination: Coordinate with other trades as required to ensure proper and adequate provision in framing and wall finish for the installation of the selected toilet accessories in the locations required including recessed items)

### **1.5 ACTION SUBMITTALS**

- A. Shop Drawings: Submit showing parts, connections and anchorages, adjacent materials, fully dimensioned and noted.
- B. Product Data: Submit list of each required accessory and complete descriptive data of products proposed for use. Include manufacturer's specifications, published warranty, installation instructions, and maintenance instructions.

**TOILET ACCESSORIES**  
**SECTION 10 2813**  
**22-1551**

**1.6 INFORMATIONAL SUBMITTALS**

- A. Sample of manufacturer's warranty.

**1.7 CLOSEOUT SUBMITTALS**

- A. Warranty/Guarantee: Submit executed warranty and Subcontractor's guarantee.
- B. Keys for lockable accessories.
- C. Maintenance data and operating instructions.

**1.8 QUALITY ASSURANCE**

- A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- B. Use materials and products of one manufacturer whenever possible.
- C. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Project Inspector. Work not so inspected is subject to uncovering and replacement.

**1.9 DELIVERY, STORAGE AND HANDLING**

- A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.
- B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the Work.
- C. Transport, store and handle in strict accord with the manufacturer's written recommendations.

**1.10 FIELD CONDITIONS**

- A. Make and be responsible for field dimensions necessary for proper fitting and completion of Work. Report discrepancies to Architect before proceeding.
- B. Verify wall depths are adequate for each item prior to ordering. Notify Architect of conflicts or discrepancies.

**1.11 WARRANTY**

- A. Manufacturer: In addition to the Contractor's and Subcontractor's Guarantee, furnish Owner with manufacturer's fully executed written warranty for toilet accessories against defects in materials and workmanship, agreeing to replace and install toilet accessories at no additional cost to the Owner, within warranty period as follows:
  - 1. Hand and Hair Dryer:
    - a. Motor Brushes: For a period of 3 years.
    - b. All Other Parts: For a period of 10 years.

2. Glass Mirrors: For a period of 10 years.
3. All Other Accessories: For a period of 3 years.

## **PART 2 - PRODUCTS**

### **2.1 OWNER FURNISHED CONTRACTOR INSTALLED PRODUCTS**

- A. The following products will be furnished by the Owner for installation by Contractor. Provide adequate blocking for attachment. Miscellaneous items are to be provided and installed by Contractor.
  1. Soap Dispensers
  2. Paper Towel Dispensers.
  3. Toilet Tissue Dispensers (non-accessible locations only).

### **2.2 DESIGN AND PERFORMANCE CRITERIA**

- A. Conform to applicable requirements of ADA and CBC for accessibility. When in conflict, conform to the most stringent.

### **2.3 MANUFACTURERS**

- A. Accessories: Bobrick Washroom Equipment Inc. or Bradley Corporation as specified and the basis of design, unless otherwise noted, or equal.
  1. Manufactured accessories not specified shall require approval as a substitution to be considered equal. Refer to substitution requirements specified in Section 01 3300, Submittal Procedures.
  2. Although multiple manufacturers may be specified for a specific accessory, all accessories shall be the product of a single manufacturer, unless otherwise specified or approved.

### **2.4 MANUFACTURED UNITS**

- A. General:
  1. Locked Dispensing Units: Key alike for all accessories.
- B. Grab Bars: 18 gauge 1-1/2 inch outside diameter, type 304 stainless steel welded to 1/8 inch type 304 solid stainless steel wall plates; Bobrick Series B-6806, Bradley 812 Series, or equal.
  1. Configurations and Lengths: As shown.
  2. Grab bar shall withstand a 250 pound point load.
  3. Joints ground and polished.
  4. Finish on Exposed Surfaces: Satin.
  5. Fastening: Concealed, vandal resistant.

## TOILET ACCESSORIES

### SECTION 10 2813

22-1551

- C. Mirror, Glass: 1/4 inch thick No. 1 (mirror glazing) quality, clear polished float glass, with protective copper backing over silver coating and non-metallic elastic paint; Bobrick Series B-165, Bradley 781 Series, or equal.
  - 1. Edges shall be protected by friction-absorbing filler strips.
  - 2. Size, Unless Otherwise Shown:
    - a. Kindergarten and Elementary Toilet Rooms: 18 inches wide x 30 inches high.
    - b. Middle School/Junior High, High School, College and Staff Toilet Rooms: 18 inches wide x 36 inches high.
  - 3. Safety Backing: Full size, shock absorbing, water-resistant, non-abrasive, 3/16 inch thick polyethylene padding.
  - 4. Backs: Galvanized steel backing with formed edges, integral horizontal hanging brackets. Provide with theft-resistant concealed hangers.
  - 5. Frames: Stainless steel, 1/2 inch x 1/2 inch x 3/8 inch channel with bright polish finish.
    - a. Use theft-resistant screws in countersunk holes where screws are exposed.
    - b. Corners: Square and mitered, weld or mechanically fastened to tight hairline joint, or frame as one piece with rounded corners.
- D. Mirror, Stainless Steel: Vandal-resistant stainless steel, frameless mirror; type 430, minimum 20 gauge stainless steel with bright polished finish, and 1/4 inch return; Bobrick Model B-942, or Bradley Model SA05.
  - 1. Mounting: Tamper-resistant screws.
- E. Recessed Toilet Paper Dispenser at Disabled Accessible Locations: Multi-roll; Bobrick B-3888.
- F. Recessed Toilet Paper Dispenser at Disabled Accessible Locations - Kindergarten/Elementary: Dual-roll, with anti-theft spindle; Bobrick B-6977, Bradley 5124-52.
- G. Surface Mounted Toilet Paper Dispenser: 22 gauge, type-304 stainless steel, satin finish with vandal resistant tumbler lock; Bobrick B-272, Bradley 515.
- H. Surface-Mounted Toilet Seat Cover Dispenser: Bobrick "Contura Series" B-4221, Bradley 5A40-11.
- I. Liquid Soap Dispenser: Owner furnished, contractor installed.
- J. Paper Towel Dispenser: Owner furnished, contractor installed.
- K. Sanitary Napkin/Tampon Dispenser: Coin free operation. Provide semi-recessed unit except where obstruction precludes recessing.
  - 1. Semi-Recessed: Bobrick B-370634C.
  - 2. Surface-Mounted: Bobrick B-2706C.



- L. Sanitary Napkin Disposal:
  - 1. Partition Mounted for Two Toilet Compartments: Bobrick B-354, Bradley 4721-15.
  - 2. Surface Mounted for Single Compartment: Bobrick B-270, Bradley 4781-11.

## **2.5 FASTENINGS**

- A. Toilet accessories shall be complete with required fastenings.
- B. Fastenings shall either harmonize with the item being fastened, or be of the concealed type.
- C. Exposed fastenings shall be theft and vandal-resistant.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Prior to installation of the Work of this Section, carefully inspect and verify that the installed Work of other trades is complete to the point where this installation may properly commence.
- B. Verify that specified items may be installed in accordance with the approved design.
- C. In the event of discrepancy, immediately notify the Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

### **3.2 PREPARATION**

- A. The Contractor shall provide recesses, anchorage and back-up blocking in sizes and in locations as required for proper installation of accessories. Coordinate with other trades where necessary to make provisions for installation.
- B. Securely anchor items in place in locations and at mounting heights indicated. Where specific dimensions are not noted, installation shall be approved by the Architect.
- C. Securely fasten grab bar mounting plates to solid framing or blocking, in accordance with CBC.
- D. Provide cut-outs in toilet partitions for napkin disposal units as required.

### **3.3 INSTALLATION**

- A. Install fixtures, accessories and items in accordance with manufacturers' printed instructions where shown or as approved by Architect.
- B. Mount surface-mounted accessories to solid backing or blocking.
- C. Install plumb and level, securely and rigidly anchored to substrate.
- D. Use concealed vandal-resistant fastenings wherever possible.

**TOILET ACCESSORIES**  
**SECTION 10 2813**  
**22-1551**

1. Adhesive installation not permitted.
  2. Provide anchors, bolts and other necessary fasteners, and attach accessories securely to walls or toilet partitions as recommended by manufacturer for each item and each type of substrate condition.
- E. Grab bars: Solidly anchor grab bars to withstand minimum downward pull of 500 pounds between any 2 supports after installation.
- F. Verify type, location and attachment methods of items furnished by Owner to ensure proper preparation of substrate for solid attachment of accessories.
- G. Sealants: Comply with requirements of Section 07 9200, Joint Sealants.
1. Apply behind toilet accessories as necessary to ensure sanitary and watertight integrity of surfaces.
  2. Conceal sealants.

**3.4 CLEANING AND ADJUSTING**

- A. Upon completion of installation, remove manufacturer's temporary labels, marks of identification.
- B. Thoroughly wash surfaces, remove foreign materials, polish surfaces.
- C. Leave entire accessories in neat, orderly, clean, acceptable condition as approved.
- D. Replace damaged parts, surfaces which are not free from imperfections.

**3.5 PROTECTION**

- A. Protect Work and materials of this Section prior to and during installation, and protect the installed Work and materials of other trades.
- B. In the event of damage, make repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.
- C. Exposed finish shall be free from scratches, dents, permanent discolorations and other defects in workmanship or material.

**END OF SECTION**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\10 2813\_toilet accessories.docx*  
*Last Updated: April 1, 2021*

**PART 1 - GENERAL**

**1.1 SCOPE OF SERVICES**

- A. DESCRIPTION: Work to be done under this Section shall include all labor, materials, equipment, calculations, drawings, services, supervision and transportation necessary to design, furnish, deliver, and install pre-engineered shade structures as shown on the drawings and specified herein, complete including foundations and ready for use by Owner.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Pertinent Sections specifying Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 31 0000, Earthwork.
- C. Section 32 1600, Site Concrete

**1.3 PRODUCT QUALIFICATION - DSA PC REQUIRED**

- A. Each bidder shall submit with is duly executed Bid Form a set of Manufacturer's structural and architectural plans and structural calculations for this design bearing a PC previously approved by DSA under the 2022 CBC. Specifications from said previous job are not required. This set shall bear a stamp of approval by DSA. This set shall be provided for determining bidder's ability to perform within the time limits of this specific project, and shall show the PC number.
- B. Failure to submit DSA-approved PC plans with the bid shall constitute an incomplete submission of bid and be as basis for rejection of bid.
- C. The plans submitted must show capability of manufacturer to produce a product meeting all conditions shown on the drawings and specified herein.
- D. The manufacturer cited must have the legal rights to construct the representative design. Under no conditions will these submitted plans be considered to be design drawings called for under item 1.03 below, nor will the said plan submission be considered for the purpose of any substitution of the total requirements of the bid documents.

**1.4 APPROVAL PROCESS**

- A. Phase I:
  - 1. Signing of Contract
  - 2. Contractor's preparation of shade structure design drawings and calculations, and coordination of same with bid documents including architectural, mechanical and electrical plans and specifications. Drawings and calculations to be based on manufacturer's previously approved PC.

**PRE-ENGINEERED SHADE  
STRUCTURES  
SECTION 13 3411  
22-1551**

3. Presentation of the above Contractor documents for Architect's review and comment. Submit electronic copy of drawings and calculations.
4. Revisions of Contractor's drawings and calculations, if required by Architect to conform with bid documents.
5. Delivery to Architect of Contractor's original drawings, four copies of drawings and two copies of calculations.
6. Architect files all designs with DSA, application fee paid by Owner.
7. Processing of Contractor's submittals and shop drawings, ordering of materials (no physical construction on-site or in-factory can begin until Phase III).

**B. Phase II:**

1. DSA (Structural Safety Unit, Access Compliance Unit and Fire & Life Safety Unit) plan checking, returning same to Architect.
2. Contractor corrects drawings and Architect revises specifications pursuant to DSA comments; Architect arranges for backcheck with DSA.
3. DSA backcheck with subsequent approval of drawings and specifications.
4. Contractor and Architect continue processing of submittals and shop drawings, through Phase III.

**C. Phase III:**

1. Factory and on-site construction of the buildings and associated sitework.

**D. Work Schedule:** Work of this project will proceed on the following schedule. (The number of calendar days shown on Bid Form for project completion includes DSA Plan Checking).

1. Preparation of Contractor's Structural Plans and Calculations and Delivery to Architect - Previously approved PC is required - To be received 2 days after receipt of Notice of Intent to Award.
2. Architect and Structural Engineering Checking of Contractor's Plans and Return to Contractor - 7 days.
3. Revisions of Plans by Contractor (if necessary) and Final Review by Architect - 7 days.
4. DSA Plans Checking - 20 days.
5. Plans Revision by Contractor to Reflect DSA Comments - 7 calendar days.
6. Backcheck at DSA after Return of Checkset - 7 calendar days.
7. In-plant and On-site Construction - Balance of calendar days specified in Bid Form. (Phase III)

**1.5 SUBMITTALS**

- A. Refer to Section 01 3300.

**PRE-ENGINEERED SHADE  
STRUCTURES  
SECTION 13 3411  
22-1551**

- B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.
- C. CAL-GREEN Submittals:
  - 1. Product Data – VOC Limits: For adhesives, sealants, fillers and primers, documentation including printed statement of VOC contents, comply with limits specified in Section 01 6116.

**1.6 REFERENCES AND STANDARDS**

- A. California Building Code (CBC), edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).
- B. California Green Building Standards Code, edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).

**1.7 PRODUCT HANDLING**

- A. GENERAL: All work shall be fabricated and delivered to site in ample time so as not to delay construction progress.
- B. DELIVERY: Protect products during shipping; dents or other defects not acceptable.
- C. STORAGE: Store products so as to protect them from damage.

**1.8 GUARANTEE**

- A. Refer to General Conditions and Section 01 3300.
- B. Submit fully executed guarantee covering all materials and workmanship under this section.

**1.9 OBSERVATION, INSPECTION AND TESTING (SEE ALSO SECTION 01 4523)**

- A. Inspection and Testing requirements shall be in accord with Title 24, DSA, and as further described below.
- B. Plant inspection of manufacturing of pre-engineered shade structures as required shall be specified in complete documents to be submitted to Owner's Architect for review before filing with DSA (T & I List). Material testing is not required for steel stressed to less than 15,000 psi; for steel stressed over 15,000 psi comply with Title 24, Section 2212A.1.
- C. All costs of Inspection and Testing of work done in manufacturer's plant and of materials and assemblies delivered to site shall be paid for by Owner (not included in this contract). Order for such inspection will be issued by Owner. (See Section 01 4523.)

**PRE-ENGINEERED SHADE  
STRUCTURES  
SECTION 13 3411  
22-1551**

- D. All work done at school site and plant shall be subject to inspection by Inspector of Owner as required under Chapter 4 of Part 1 of Title 24. All on-site inspection costs will be paid for by Owner, including special inspection required by Title 24.

**1.10 LAYOUT AND USE OF PROPERTY**

- A. Specific areas will be designated for this work, for storage of materials on site, for traffic lanes to and from building site. Contractor's activities shall be limited to these areas.
- B. Work shall proceed in such manner as to not interfere with Owner's activities in and about existing facilities. Exceptions will be made only after previous agreement between Owner, Architect and Contractor.

**1.11 PROTECTION**

- A. Protect existing installations from damage. Take measures to prevent damage to existing turf, trees, paving, streets, curbs, walks, lawn sprinkler heads, and existing buildings during construction. Restore and repair any damage caused by work under this Contract to existing facilities without expense to Owner.

**1.12 EXISTING UTILITIES**

- A. Location of existing underground utilities shown on drawings are approximate only. Realignment of existing active underground lines that are to remain in use, which are uncovered by work of this Contract and which cannot be determined by Contractor in estimating work, shall be done at expense of Owner. Price shall be agreed upon before doing this work, per change order requirements of the General Conditions.
- B. Contractor shall positively locate any overhead utilities which may have lines crossing or blocking his path in any way and shall arrange and pay for all permits or licenses for crossing city or county lines and for travel over all roads and highways.

**1.13 GRADING AND DRAINAGE**

- A. Any grades disturbed by Contractor shall be graded at no additional cost to Owner to assure proper drainage away from structure and paved walks and drives and so as not to disturb existing drainage patterns.

**PART 2 - PRODUCTS**

**2.1 PERFORMANCE REQUIREMENTS**

- A. VOC Limits for adhesives, sealants, fillers, coatings and primers. Comply with limits specified in related Section.
- B. Provide products conforming to local, State and Federal government requirements limiting the amount of volatile organic compounds contained in the product, for its intended application. If specified product exceeds current requirement, provide conforming product at no additional cost. Provide written confirmation to Architect

**PRE-ENGINEERED SHADE  
STRUCTURES  
SECTION 13 3411  
22-1551**

describing reason for revision and demonstrate compliance of replacement product with specified requirements.

**2.1 DESIGN REQUIREMENTS**

- A. Columns: Structure shall be open on all sides with steel columns as shown on contract drawings to provide vertical and lateral load support.
- B. Roofs: Design live load of 20 psf (no area reduction). All roofs shall be designed to resist applied horizontal and vertical loads including wind uplift.
- C. Foundations: Pre-engineered structure design shall include the proper design of concrete foundations fully conforming to 2022 CBC, as adopted by DSA. Total load vertical pressure shall not be in excess of 2000 psf. Resistance to lateral loads shall not exceed 200 psf lateral bearing per foot of depth below the top 24" of soil. All foundations shall have a minimum penetration into lowest adjacent grade of five feet. All concrete foundations shall be in accordance with Sections 31 2000, 03 1000, 03 2000, 03 3000.
- D. Lateral Loads: Wind design shall be for 85 m.p.h. minimum basic wind speed with Exposure C terrain. Seismic design shall be per 2022 CBC.
- E. Owner's Architect will select all colors for materials inside and outside of the structure. Submit samples of all materials immediately after award of the Contract to assure adequate time for color selection.
- F. Submittals for all phases of the work shall be in accordance with Section 01 3300 and individual specification section requiring submittals.
- G. Wherever stacks of material, erection equipment or other loads are carried by work during construction, make provisions to take care of stresses and strains resulting. Keep temporary bracing in place until permanent walls and roofs are completed; provide temporary bracing sufficient to keep structure stable, plumb and in line until completed. Place temporary bracing to allow freedom of workmen in building and erecting other work.

**2.2 MATERIALS**

- A. Pre-engineered shade structure shall be as shown and specified in contract documents. Provide free standing steel structure as shown on Poligon PC No. 02-116824 by W.H. Porter Inc., or accepted equal. Any approved equal outside of the drawings within this package must undergo DSA review as a construction change.
- B. MATERIALS:
  - 1. Structural shapes & plates - ASTM A-36 Typical
  - 2. HSS shapes (tube columns) - ASTM A-500 Grade B
  - 3. Bolts:
    - a. Machine Bolts - ASTM A-307; Nuts ASTM A-563 Hex, Grade A

**PRE-ENGINEERED SHADE  
STRUCTURES  
SECTION 13 3411  
22-1551**

- b. High Strength - Bolts ASTM A-325; Nuts - ASTM A-563 Heavy Hex, Grade CL
- 4. Non-shrink grout - ASTM C-1107; 7,000 psi (non-metallic).
- 5. Roofing to be Kynar coated standing seam roof over 30 pound felt over roof deck.

**2.3 FABRICATION**

- A. Workmanship, fabrication, and connections shall be in accordance with AISC specifications.
- B. WELDING: Electrodes - Class E-70 XX series, low hydrogen, AWS D1.1; Welders - certified by DSA; Groove & Butt Welds - Complete penetration (CP) UON; Fillet Welds - sizes specified are minimum structural welds. Increase as required by ASD table J2.4; Field Welding - may be required to facilitate construction; Termination - welds terminating at ends or sides, wherever practicable shall be returned continuously around corners a distance 2 times the nominal size of the weld per ASD section J2.2B.
- C. SHOP DRAWINGS: Reviewed by the engineer before fabrication.
- D. BOLT HOLES: Typical - diameter + 1/16 inch; Anchor - diameter + 3/16 inch.
- E. EXPOSED STEEL: Hot dip galvanized or primer painted if finish painting to be applied.
- F. SPLICES: None accepted.

**PART 3 - CLEANING**

**3.1 EXAMINATION OF CONDITIONS**

- A. CONDITIONS OF WORK IN PLACE: Subsurfaces which are to receive materials specified under this Section shall be carefully examined before beginning work hereunder, and any defects therein shall be reported, in writing, to the Architect. Work shall not be started until such defects have been corrected. Starting of work shall imply acceptance of conditions as they exist.
- B. JOB MEASUREMENTS: Take field measurements for this work and be responsible for same. Report any major discrepancy between plan and field dimensions to the Architect.

**3.2 INSTALLATION**

- A. GENERAL: Installation shall be in strict conformance with AISC standards, the manufacturer's written directions, as shown on approved drawings and as herein specified.



**PRE-ENGINEERED SHADE  
STRUCTURES  
SECTION 13 3411  
22-1551**

**3.3 CLEANING**

- A. GENERAL: Premises shall be kept free from accumulation of waste and rubbish. At completion of work and as necessary during progress of work, remove from premises all surplus materials, rubbish, and debris.
- B. FINAL PREPARATION: Prepare all surfaces so as to eliminate burrs, sharp projections, splinters, etc.

**- END OF SECTION -**

*i:\1551 lodi usd lunch shelters various sites\4.06 projman\13 3411\_pre-engineered shade structures\_inc 2.docx  
Last Updated: May 8, 2008*

**PART 1 - GENERAL**

**1.1 INCLUSION OF OTHER CONTRACT DOCUMENTS**

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 01 5000, Temporary Facilities and Controls.
- B. Section 32 1600, Site Concrete.

**1.3 QUALITY ASSURANCE**

- A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- C. The representatives of the Owner's testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner's testing lab representatives nor the testing by the Owner's testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting of inadequate compaction or moisture content is the sole responsibility of the contractor.
- D. Tests (See Part 3 for Compaction Testing).
- E. Contractor shall be solely responsible for all subgrades built. Failures resulting from inadequate compaction or moisture content are the responsibility of the contractor. Contractor shall be solely responsible for any and all repairs.

**1.4 SUBMITTALS**

- A. Refer to Section 01 3300.
- B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

**1.5 GUARANTEE**

- A. Refer to General Conditions and Section 01 3300.

**EARTHWORK**  
**SECTION 31 0000**  
**22-1551**

**1.6 REFERENCES AND STANDARDS**

- A. California Building Code (CBC), latest edition, as adopted by the California Division of State Architect (DSA).
- B. California Green Building Standards Code, latest edition, as adopted by the California Division of the State Architect (DSA).
- C. General: Site survey, as included in the drawings, was prepared by Warren Green Engineering dated 2023 and is the basis for data regarding current conditions. While the survey is deemed generally accurate, there exists discrepancies and variations due to elapsed time, weather, etc. Existing dirt grades may vary 0.2 ft. from that shown.
- D. Site Visitation: All bidders interfacing with existing conditions shall visit the site prior to bid to verify general conditions of improvements. Discrepancies must be reported prior to the bid for clarification.
- E. ANSI/ASTM D698-00 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- F. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- G. ANSI/ASTM D1557-02e2 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- H. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).
- I. ANSI/ASTM D 422-63(2007) e1 Test Method for Particle Size Analysis of Soil.
- J. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.
- K. CALTRANS Standard Specifications Section 17.
- L. CAL-OSHA, Title 8, Section 1590 (e).
- M. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

**1.7 DELIVERY, STORAGE AND HANDLING**

- A. Transport, store and handle in strict accord with the local jurisdiction.
- B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

**1.8 PROJECT CONDITIONS**

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

**1.9 EXISTING SITE CONDITIONS**

- A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

**1.10 PROTECTION**

- A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- D. Provide shoring, sheeting, sheet piles and or bracing to prevent caving, erosion or gulying of sides of excavation.
- E. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.
- G. Trees: Carefully protect existing trees that are to remain. Provide temporary irrigation as necessary to maintain health of trees.

**EARTHWORK  
SECTION 31 0000  
22-1551**

**1.11 SEASONAL LIMITS**

- A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.
- B. Excessively wet fill material shall be bladed and aerated per section 3.8, B.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Water: Furnish all required water for construction purposes, including compaction and dust control. Water shall be potable.
- B. Aggregate Base: Provide Class 2 3/4" Aggregate Base conforming to standard gradation as specified in Cal Trans Standard Specifications, Section 26,-1.02A.

**2.2 INSPECTION LAYOUT AND PREPARATION**

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

**2.3 PERFORMANCE**

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

4. Optimum Moisture Content: Optimum moisture content will be determined by Soils Engineer and this information supplied to Contractor. Optimum moisture content shall be maintained until subgrade is covered by surfacing materials.

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

- A. All other obstructions, such as abandoned utility lines, septic tanks, concrete foundations, and the like shall be removed from site. Excavations resulting from these removal activities shall be cleaned of all loose materials, dish shaped, and widened as necessary to permit access for compaction equipment. Areas exposed by any required over-excavation should be scarified to a depth of 6", moisture-conditioned to near optimum moisture content, and recompactd to at least 90% of the maximum dry density.

#### **2.5 TESTING AND OBSERVATION**

- A. All grading and earthwork operations shall be observed by the Inspector of Record serving as the representative of the Owner.
- B. Earthwork shall not be performed without the notification or approval of the Inspector of Record. The Contractor shall notify the Inspector of Record at least two (2) working days prior to commencement of any aspect of the site earthwork.
- C. If the Contractor should fail to meet the compaction or design requirements embodied in this document and on the applicable plans, he shall make the necessary readjustments until all work is deemed satisfactory, as determined by the Inspector of Record or Architect/Engineer.

#### **2.6 CLEARING AND GRUBBING**

- A. Prior to grading, remove all debris off-site. Remove grass, sod, trees and brush including the root systems. Holes resulting from tree and brush removal should be prepared and backfilled in accordance with paragraphs 3.7, 3.8, 3.9, and 3.10. This may require deepening and/or widening the holes to adequately remove disturbed soil and provide room for compaction equipment. Strip the surface of all organics. Cap off or modify existing irrigation to conform to new work

#### **2.7 CUTTING**

- A. Do all cutting necessary to bring finish grade to elevations shown on Drawings.
- B. When excavation through roots is necessary, cut roots by hand.
- C. Carefully excavate around existing utilities to avoid unnecessary damage. The contractor shall anticipate and perform hand work near existing utilities as shown on the survey, without additional claims or cost.

**EARTHWORK**  
**SECTION 31 0000**  
**22-1551**

**2.8 SUBGRADE PREPARATION**

- A. Grade compact and finish all subgrades within a tolerance of 0.10' of grades as indicated on Drawings and so as not to pool water. Subgrade within building pads and concrete walks shall be within 0.05' of grades indicated.
- B. After clearing, grubbing and cutting, subsurface shall be plowed or scarified to a depth of at least 6", until surface is free from ruts, hummocks or other uneven features. Moisture condition to (optimum) (2% above optimum) moisture content and recompact to at least 90% of the maximum dry density as determined by ASTM Test Method D1557. If the existing soils are at a water content higher than specified, the contractor shall provide multiple daily aerations by ripping, blading, and/or discing to dry the soils to a moisture content where the specified degree of compaction can be achieved. After seven consecutive working days of daily aerations, and the moisture content of the soil remains higher than specified, the contractor shall notify the architect. If the existing soils have a moisture content lower than specified, the contractor shall scarify, rip, water and blade existing soil to achieve specified moisture content. The contractor shall make proper allowance in schedule and methods to complete this work.
- C. After subgrade for fill within building pad area or within paved areas has been cleared, plowed and scarified, it shall be disked or bladed until uniform and free from large clods, brought to (optimum) (2% above optimum) moisture content and compacted to not less than 90% of maximum dry density, as determined by ASTM Test Method D1557, and such expressed percentage thereof will be minimum acceptable density for specified work.
- D. Subgrade in areas to receive landscaping shall be compacted to (85%).
- E. Where Contractor over-excavates building pads through error, resulting excavation shall be recompacted as engineered fill at Contractor's expense.
- F. Selected fill material shall be placed in layers which, when compacted, shall not exceed 6 inches in compacted thickness. Each layer shall be spread evenly and thoroughly mixed to insure uniformity in moisture content.
- G. Selected fill material shall be moisture-conditioned to specified moisture content. Selected fill material shall be unfrozen. When moisture content of fill material is below that specified, add water until proper moisture content is achieved. When moisture content is above that specified, aerate by blading or other methods mentioned in 3.08 B until moisture content is satisfactory.
- H. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to a minimum of 90% as determined by the ASTM D1557 Compaction Test. Compact each layer over its entire area until desired density has been obtained.
- I. Recomposition of Fill in Trenches and Compaction of Fill Adjacent to Walls: Where trenches must be excavated, backfill with material excavated. Place in lifts that when compacted do not exceed 6", moisture conditioned to 2% moisture content, and compact to a minimum of 90% relative compaction in building pad and paved areas, and to 90% relative compaction in landscape areas.

- J. Jetting of fill materials will not be allowed.

## **2.9 FINAL SUBGRADE COMPACTION**

- A. Paved Areas: Upper 6" of all final subgrades supporting pavement sections and all other flatwork shall be brought to specified moisture content and shall be uniformly compacted to not less than 95% of maximum dry density, regardless of whether final subgrade elevation is attained by filling, excavation, or is left at existing grade. After acceptance of final compaction test, contractor shall maintain the required moisture content of subgrade until concrete flatwork is placed.
- B. Other Fill and Backfill: Upper 6" of all other final subgrades or finish grades shall be compacted to 90% of maximum dry density.

## **2.10 FINISH GRADING**

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

## **2.11 SURPLUS MATERIAL**

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

## **2.12 INSTALLING DECOMPOSED GRANITE(DG) ON WALKING PATHS(ROTO-TILLER APPLICATION METHOD)**

- A. Grade, contour and compact the soil to final elevations.
- B. :Place 4" of Decomposed granite
- C. Spray-apply the required amount of properly diluted PolyPavement onto the loose soil.
- D. Till the soil with roto tiller to thoroughly mix soil and PolyPavement.
- E. . Re-compact the soil with a steel drum roller.
- F. Spray-apply the required amount of properly diluted PolyPavement onto the compact soil surface.
- G. Allow the soil to dry.



**EARTHWORK**  
**SECTION 31 0000**  
**22-1551**

**2.13     CLEANING**

- A.    Refer to Section 01 7700.
- B.    Remove from fill all vegetation, wood, form lumber, casual lumber, and shavings, in contact with ground; buried wood will not be permitted in any fill.

**- END OF SECTION -**

**ASPHALT CONCRETE PAVING  
SECTION 32 1200  
22-1551**

**PART 1 - GENERAL**

**1.1 INCLUSION OF OTHER CONTRACT DOCUMENTS**

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 01 5000, Temporary Facilities and Controls.
- B. Pertinent Sections specifying Volatile Organic Compound (VOC) Content Restrictions.
- C. Section 01 8113, Sustainable Design Requirements.

**1.3 QUALITY ASSURANCE**

- A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- C. The representatives of the Owner's testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner's testing lab representatives nor the testing by the Owner's testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting inadequate compaction is the sole responsibility of the contractor.
- D. Contractor shall provide verification that asphalt mix temperature meets the requirements of this specification at time of application.
- E. Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction is the responsibility of the contractor.

**1.4 SUBMITTALS**

- A. Refer to Section 01 3300.
- B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.
- C. Guarantee of Contractor/Subcontractor per Article 1.5.

**ASPHALT CONCRETE PAVING**  
**SECTION 32 1200**  
**22-1551**

**1.5 GUARANTEE**

- A. Refer to General Conditions and Section 01 3300.
- B. Submit fully executed Guarantee with submittal package required by Article 1.4.

**1.6 REFERENCES AND STANDARDS**

- A. California Building Code (CBC), latest edition, as adopted by the California Division of the State Architect (DSA).
- B. California Green Building Standards Code, latest edition, as adopted by the California Division of the State Architect (DSA).
- C. ANSI/ASTM D698-00 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- D. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- E. ANSI/ASTM D1557-02 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- F. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).
- G. ANSI/ASTM D 422-63 Test Method for Particle Size Analysis of Soil.
- H. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.
- I. CALTRANS Standard Specifications.
- J. CAL-OSHA, Title 8, Section 1590 (e).
- K. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

**1.7 DELIVERY, STORAGE AND HANDLING**

- A. Transport, store and handle in strict accord with the local jurisdiction.
- B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

**1.8 PROJECT CONDITIONS**

- A. Environmental Requirements:

**ASPHALT CONCRETE PAVING  
SECTION 32 1200  
22-1551**

1. Base Course: Do not lay base course on muddy subgrade, during wet weather, or when atmospheric temperature is below 40 degrees F.
2. Asphalt Surfacing: Do not apply asphaltic surfacing on wet base, during weather, or when atmospheric temperature is below 50 degrees F.

**1.9 EXISTING SITE CONDITIONS**

- A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

**1.10 PROTECTION**

- A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Any construction review of the Contractor's performance conducted by the owner's representative is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- D. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.
- E. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

**1.11 SEASONAL LIMITS**

- A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.

**ASPHALT CONCRETE PAVING  
SECTION 32 1200  
22-1551**

**1.12 TESTING**

- A. General: Refer to Section 01 4523 – TESTING & INSPECTION SERVICES AND STRUCTURAL TESTS AND INSPECTIONS LIST, DSA-103.
- B. Geotechnical Engineer: Owner is retaining a Geotechnical Engineer to determine compliance of fill with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except those costs incurred for re-tests or re-inspection will be paid by Owner and backcharged to Contractor.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Sterilant: Soil sterilizer shall be CIBA GEIGY's Pramitol 25-E, Treflan EC or Thompson-Hayward Casoron.
  - 1. Soil sterilizer shall be applied in strict accordance with manufacturer's directions
- B. Base Course Aggregate: State Specifications, Section 26, Class 2 aggregate base (3/4" max.).
- C. Asphalt Binder: Steam-refined paving asphalt conforming to State Specifications, Section 92, viscosity grade PG 64-10. Asphalt binder additives for WMA per Caltrans approved list of manufacturer's.
- D. Liquid Asphalt Tack Coat: Per CALTRANS section 94.
- E. Surface Course Aggregate: Mineral aggregates for Type "B" asphalt concrete, conforming to State Specifications 39-2.02, Type B, 1/2" maximum, medium grading. 3/8" maximum grading at Playcourt.
- F. Seal Coat: shall be a pre-mixed asphalt emulsion blended with select fillers and fibers such as:
  - 1. "Park-Top No. 302", Western Colloid Products.
  - 2. "Overcoat", Reed and Gram.
  - 3. "Drivewalk", Conoco Oil.
- G. Wood Headers and Stakes: Pressure treated.
- H. Pavement Marking: Colors as directed by Architect. Colors of painted traffic stripes and pavement markings must comply with ASTM D 6628.
- I. Crack Filler; QPR model CAR08, 10oz asphalt crack filler; Star STA-FLEX Trowel Grade crack filler or approved equal.
- J. Reclaimed Asphalt Pavement (RAP). HMA Type A or Type B may be produced using RAP providing it does not exceed 15% or the aggregate blend.

**ASPHALT CONCRETE PAVING  
SECTION 32 1200  
22-1551**

**2.2 MIXES**

- A. General: Plant mixed conforming to State Specifications, Section 39, Type B, 1/2" maximum, medium grading. 3/8" maximum grading shall be used at hardcourt.
- B. Temperature of Hot Mix Asphalt: Not less than 275 degrees F nor more than 325 degrees F when added to aggregate.
- C. Temperature of Hot Mix Aggregate: Not less than 250 degrees F nor more than 325 degrees F when asphalt is added.
- D. Temperature of Hot Mix Asphalt Concrete: Asphalt shall be not less than 285 degrees at time of application, nor more than 350 degrees. Asphalt not meeting the required temperature shall not be used.
- E. Temperature of Warm Mix Asphalt: Mixing and placement; per the approved manufactures heat range recommendations for mixing and placement.

**PART 3 - EXECUTION**

**3.1 EXAMINATION OF CONDITIONS**

- A. Conditions of Work in Place: Subsurfaces which are to receive materials specified under this Section shall be carefully examined before beginning work hereunder, and any defects therein shall be reported, in writing, to the Architect. Work shall not be started until such defects have been corrected. Starting of work shall imply acceptance of conditions as they exist.

**3.2 PREPARATION**

- A. Sub-Grade: Clean, shape and compact to hard surface free from elevations or depressions exceeding 0.05' in 10' from true plan. Compact per Section 31 2000. Compaction and moisture content shall be verified immediately prior to placement of asphalt. Proof roll subbase in presence of geotechnical engineer prior to placement of aggregate base.

**3.3 INSTALLATION**

- A. Headers:
  - 1. General: Install as edging to asphalt paving, except where adjoining existing pavement, concrete curbs, walks or building.
  - 2. Existing Headers: Remove existing headers where new paving will join existing. Saw cut existing asphalt to provide clean edge.
  - 3. Lines and Levels: Install true to line and grade. Cut off tops of stakes 2-inches below top of header so they will not be visible on completion of job.
- B. Asphalt Paving:

**ASPHALT CONCRETE PAVING**  
**SECTION 32 1200**  
**22-1551**

1. Base Course: Install in accord with State Specifications, Section 26. Compact to relative compaction of not less than 95%, ASTM D1557. The material shall be deposited on the subgrade in such a manner as to provide a uniform section of material within five percent tolerance of the predetermined required depth. Deposition will be by spreader box or bottom dump truck to prevent segregation of the material. The material so deposited on the subgrade shall have sufficient moisture which, in the opinion of the Architect is adequate to prevent excessive segregation. It shall then be immediately spread to its planned grade and cross section. Undue segregation of material, excessive drifting or spotting of material will not be permitted. If in the opinion of the site geotechnical engineer, the material is unsuitably segregated, it shall be removed or completely reworked to provide the desired uniformity of the material.
2. Sterilant: Apply specified material at manufacturer's recommended rate. Applicator of sterilant material shall be responsible for determining location of all planter areas. Apply specified material over entire base course area just prior to application of asphalt. Follow manufacturer's printed directions.
3. Liquid Asphalt Tack Coat: Apply as "tack coat" to all vertical surfaces of existing paving, curbs, walks, and construction joints in surfacing against which paving is to be placed.
4. Asphalt Concrete Surface Course:
  - a. Comply with State Specifications, 39-6 except as modified below.
    - 1) Final gradation shall be smooth, uniform and free of ruts, humps, depressions or irregularities, with a minimum density of 95% of the test maximum density determined by California Test Methods #304 and 375. Maximum variation 1/8 inch in 10' when measured with steel straightedge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. In no case shall accessible parking spaces or loading and unloading areas exceed 2% slope in any direction.
    - 2) Asphalt material shall be delivered to the project site in a covered condition to maintain acceptable temperature.
5. Placement and adjustment of Frames, Covers, Boxes and Grates: The Contractor shall set and adjust to finish grade all proposed and existing frames, covers, boxes, and grates of all manholes, drop inlets, drain boxes, valves, cleanouts, electrical boxes and other appurtenant structures prior to placement of asphaltic concrete.
6. Water Testing: All paved areas shall be water tested, to check drainage, in the presence of the project inspector prior to placement of seal coat. The surface of asphalt paving shall not vary more than 1/8 inch above or below the grade established on the plans. If variations in grade are present, they will be corrected by overlaying paving and/or pavement removal and replacement as directed by the Architect.
7. Patching: Cut existing paving square and plumb at all edges to be joined by new paving. In trenches; grind existing asphalt on each side of trench 3" wide x 1/2 the depth of the section. Apply tack coat to vertical surfaces before installing new work. Warp carefully to flush surface, with seal over joints, and feather edge. Sawcut, remove and patch existing paving where cutting is necessary for installation of piping or conduits under Divisions 15, 16 and 33.
8. Seal Coat:

**ASPHALT CONCRETE PAVING  
SECTION 32 1200  
22-1551**

- a. Seal coat shall be applied to all new AC pavement in this contract no sooner than 30 days from time of asphalt placement.
- b. Surface Preparation: surface shall be clean of all dirt, sand, oil or grease. Hose down entire area with a strong jet of water to remove all debris. Remove soft, loose, or otherwise damaged areas of asphalt concrete to full depth of damage and replace with compacted asphalt concrete as specified herein. Minor holes and imperfections may be patched using hot mix asphalt or mastic using sand/SS-1-H. Use wire brush for removal of oil and grease; prime with shellac or synthetic resin as recommended by manufacturer of pavement sealer material.
- c. Seal Coat Seal Application: Thoroughly mix materials in the presence of the onsite inspector. Failure to do so will be cause for rejection. Apply in accordance with manufacturer's written instructions.
- d. Clean-Up and Precautions: As recommended by pavement sealer material manufacturer.

**3.4 CLEANING**

- A. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.
- B. Clean excess material from surface of all concrete walks and utility structures.

**- END OF SECTION -**



**PART 1 - GENERAL**

**1.1 INCLUSION OF OTHER CONTRACT DOCUMENTS**

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 31 0000, Earthwork.

**1.3 QUALITY ASSURANCE**

- A. Use only new materials and products.
- B. Use materials and products of one manufacturer whenever possible.
- C. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- D. Sieve analysis from testing laboratories identifying rock/sand percentages within the concrete mix; or class 2 aggregate base shall have the current project name and project location identified on the report. Outdated analytical reports greater than 90 days old will not be accepted.

**1.4 SUBMITTALS**

- A. Refer to Section 01 3300.
- B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions
- C. Materials list: Submit to the Architect a complete list of all materials proposed to be used in this portion of the work. Submitted items should include but are not limited to sand, gravel, admixtures, surface treatments, coloring agents, sealers, fibers, cast-in-place accessories, forming and curing products and concrete mix designs.
- D. With concrete submittal, provide documented history of mix design performance.
- E. Guarantee of Contractor/Subcontractor per Article 1.5.

**1.5 GUARANTEE**

- A. Refer to General Conditions and Section 01 3300.
- B. Submit fully executed Guarantee with submittal package required by Article 1.4. See Part 3 of this specification regarding concrete finishing and defective concrete.

**SITE CONCRETE  
SECTION 32 1600  
22-1551**

**1.6 REFERENCES AND STANDARDS**

- A. California Building Code (CBC), edition as noted on the drawings, as adopted by the California Division of the State Architect (DSA).
- B. ACI Standards, ACI 211.1-91, ACI 318-14, ACI 302.1R-15, ACI 301-20, ACI 305R-20, ACI 306R-16, ACI 308R-16.
- C. ASTM C-94, Specification for Ready-Mixed Concrete.
- D. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice (latest edition).
- E. ACI 347 Recommended Practice for Concrete Formwork.
- F. ASTM – American Society for Testing and Materials.

**1.7 DELIVERY, STORAGE AND HANDLING**

- A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.
- B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the work.
- C. Transport, store and handle in strict accord with the manufacturer's written recommendations.
- D. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.
- E. Store cement in weather tight building, permitting easy inspection and identification. Protect from dampness. Lumpy or stale cement will be rejected.
- F. Aggregates: Prevent excessive segregation, or contamination with other materials or other sizes of aggregate. Use only one supply source for each aggregate stock pile.

**1.8 TESTING**

- A. Cement and Reinforcing shall be tested in accordance with CBC Section 1916A. Testing of reinforcing may be waived in accordance with Section 1916A.4 when approved by the Structural Engineer and DSA.

**1.9 ADEQUACY AND INSPECTION**

- A. Design, erect, support, brace and maintain formwork and shoring to safely support all vertical and lateral loads that might be applied until such loads can be carried by concrete.
- B. Notify Inspector, Architect and DSA at least 48 hours prior to placing of concrete.

**1.10 PROTECTION**

- A. Finish surfaces shall be protected at all times from concrete pour. Inspect forming against such work and establish tight leak-proof seal before concrete is poured. Finish work damaged, defaced or vandalized during the course of construction shall be replaced by contractor at contractor expense.

**1.11 FIELD MEASUREMENTS**

- A. Make and be responsible for all field dimensions necessary for proper fitting, slopes and completion of work. Report discrepancies to Architect before proceeding.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Cement: Portland cement, ASTM C150, Type II, per ACI 318 Section 3.2.
- B. Concrete Aggregates: Normal weight aggregates shall conform to ASTM C33, except as modified by this section. Combined grading shall meet limits of ASTM C33. Lightweight aggregate shall conform to ASTM C330, suitably processed, washed and screened, and shall consist of durable particles without adherent coatings.
- C. Water: Clean and free from deleterious amounts of acids, alkalis, scale, or organic materials and per ACI 318 Section 3.4.
- D. Fly Ash: Western Fly Ash, conforming to ASTM C618 for Class N or Class F materials (Class C is not permitted). Not more than 15% (by mass) may be substituted for portland cement.
- E. Water Reducing Admixture: Admixture to improve placing, reduce water cement ratio, and ultimate shrinkage may be used. Provide WRDA 64 by Grace Construction Products or approved equal. Admixture shall conform to ASTM C494 and ACI 318 Section 3.6. Such admixture must receive prior approval by the Architect, Structural Engineer, and the Testing Lab, and shall be included in original design mix.
- F. Air-entraining Admixture: Daravair 1000 by Grace Construction Products or approved equal. Admixture must conform to ASTM C260 and CBC Section 1904 A.2.1.
- G. Surface Retarder (for exposed aggregate finishes): Rugasol-S by Sika Corporation or approved equal.
- H. Surface Treatments and Coloring Agents:
  - 1. Glare Reduction Colorant: "L10 Glare Reducer" as manufactured by Master Builders/L.M. Scofield or approved equal. Provide at all exterior concrete slabs, walks, ramps, stairs (including bleachers) and other exposed flatwork to eliminate glare. Omit glare reduction colorant where Color Hardener, Integral Color or Stain are utilized. Provide 2-pounds of colorant per cubic yard of concrete. This is a maximum amount and Architect may adjust proportion to a lesser amount if

**SITE CONCRETE**  
**SECTION 32 1600**  
**22-1551**

- desired. Add colorant to mix in accordance with manufacturer's printed instructions
2. Heavy Duty Color Hardener: "Emerchrome" Floor Hardener; dust on non-slip, non-rusting, non-polishing, colored/uncolored hardener as manufactured by the L. M. Scofield Company or approved equal. Colors as selected by Architect. Apply "Lithrochrome Colorwax", color-matched curing material by L.M. Scofield or accepted equal, following installation of color hardener per manufacturer's recommendations. Colors to be selected by Architect from standard colors.
  3. Integral Color-Exterior Concrete: "Chromix P/Chromix L", colored, water reducing, set controlling admixture by L.M. Scofield or approved equal. Apply "Lithrochrome Colorwax", color-matched curing material by L.M. Scofield or accepted equal, following installation of Integral color concrete per manufacturer's recommendations. Colors to be selected by Architect from standard colors
  - 4.
  5. Stain-Exterior Concrete: "Lithochrome Tintura" by L.M. Scofield. Apply per manufacturers recommendations. Apply "Cementone", clear, low-gloss sealer by L.M. Scofield or accepted equal, following installation of stained concrete per manufacturer's recommendations. Colors to be selected by Architect from standard colors.
- I. Form Material (Concrete Exposed to View): 5/8" (min) APA B-B Ply-form, steel or Sonotubes.
  - J. Form Material (Concrete concealed from View): 5/8" (min) APA B-B Plyform, steel or 1 x 8 DF. No. 2 or better.
  - K. Form Ties: Snap off metal of fixed length: leaving no metal within 1-1/2 inches of surface and no fractures, spalls or other surface defects larger than one-inch diameter; manufactured by Burke, Dayton Superior, or accepted equal.
  - L. Spreaders: Metal (no wood permitted).
  - M. Form Coating: Material which will leave no residue on concrete surface that will interfere with surface coating, as approved by the Architect.
  - N. Chamfer Strips: Rigid PVC, 3/4" x 3/4", in maximum possible lengths; manufactured by Burke, Greenstreak, Vulco, or accepted equal.
  - O. Expansion Joint Material: Preformed 3/8" fiber material, with bituminous binder manufactured for use as concrete expansion joint material, as accepted by the Architect.
  - P. Reinforcement Bars: New billet steel deformed bars conforming to requirements of ASTM A615 or ASTM A706; Grade 60. Dowels for installation through expansion joints or construction joints to existing sidewalks or concrete features shall be smooth or shall be sleeved on one end for slippage.

**SITE CONCRETE  
SECTION 32 1600  
22-1551**

- Q. Reinforcing supports: Galvanized metal chairs or spacers or metal hangers, accurately placed 3'-0" O.C.E.W. Staggered and each support securely fastened to steel reinforcement in place. Bottom bars in footings may be supported with 3" concrete blocks with embedded wire ties. Concrete supports without wire ties will not be allowed.
- R. Curing Compound (for exterior slabs only): Burke Aqua Resin Cure by Burke by Edoco, 1100 Clear by W.R. Meadows or accepted equal. Water based membrane-forming concrete curing compound meeting ASTM C 309 and C1315.
- S. Concrete Bonding Agent: Weld-Crete by Larson Products Corp., Daraweld C by Grace Construction Products or accepted equal.
- T. Patching Mortar: Meadow-Crete GPS, one-component, trowel applied, polymer enhanced, shrinkage-compensated, fiber reinforced, cementitious repair mortar for horizontal, vertical and overhead applications as manufactured by W.R. Meadows or accepted equal.
- U. Non-shrink Grout: Masterflow 713 Plus by Master Builders or approved equal. Premixed, non-metallic, no chlorides, non-staining and non-shrinking per CRD-C621, Corps of Engineers Specification and ASTM C 1107, Grades B and C.
- V. Aggregate Base: Class 2 AB per Caltrans specification section 26-1.02A.
- W. Joint sealant for expansion joints: Single component silicone sealant, Type S, ASTM D5893.
  - 1. Reference Standard: ASTM C920, Grade P, Class 25, Use T.
  - 2. Dow Corning 890-SL (self-leveling) Silicone, or accepted equal.
  - 3. Dow Corning 888-NS (non-sagging) Silicone, at slopes exceeding 5%. May not be used at asphalt surfaces.
  - 4. Color: Custom color as selected by Architect.
- X. Pre- Formed plastic Expansion Joint; W.R. Meadows 3/8" "Snap Cap", Tex-Trude expansion joint cap, or an approved equal.
- Y. Exposed Aggregate: Black and White, washed, 3/8-inch pea gravel conforming to ASTM C33. Exposed Aggregate concrete shall be provided as the aggregate for Class B concrete as described in article 2.2 and shall replace the 1" max. size aggregate described in the Class B concrete mix design. Provide 1,300 pounds of Exposed Aggregate per cubic yard of concrete. Following placement and finishing, utilize specified Surface Retarder.

## **2.2 CONCRETE DESIGN AND CLASS**

- A. Designed Strength and Classes of Concrete: The following mixes are not applicable to concrete items exceeding 4 feet in height above the adjacent grade.
  - 1. Class "B": Concrete shall have 1" max. size aggregate, shall have 3000 psi min. at 28 day strength with a maximum water to cementitious ratio no greater than

**SITE CONCRETE**  
**SECTION 32 1600**  
**22-1551**

0.50. Use for exterior slabs, including walks, vehicular paved surfaces, manhole bases, poured-in-place drop inlets, curbs, valley gutters, curb & gutter and other concrete of like nature.

2. Class "D" concrete of 1" max. size aggregate shall have 3500 psi 28 day strength with a maximum water to cementitious materials ratio of 0.55. Use for footings and retaining walls not attached to buildings, and planter walls, monument signs, and other site concrete not described for use in Class "B".
- B. Slump Limits: Provide concrete, at point of final discharge, of proper consistency determined by Test Method ASTM C143 with a slumps of 4" plus or minus 1".
  - C. Mix Design: All concrete used in this work will be designed for strength in accordance with provisions of CBC, Section 1905A.3. Should the Contractor desire to pump concrete, a modified mix design will need to be submitted for review. Fly ash may be used in concrete to improve workability in amounts up to 15% of the total cementitious weight.
  - D. Air Entrainment; Per the Local Jurisdiction minimum requirements, but no less than 3%.

**2.3 MIXING OF CONCRETE**

- A. Conform to requirements of CBC, Chapter 19A.
- B. All concrete shall be mixed until there is uniform distribution of material and mass is uniform and homogenous; mixer must be discharged completely before the mixer is recharged.
- C. Concrete shall be Ready-mixed Concrete: Mix and deliver in accordance with the requirements set forth in ASTM C94 and ACI 301. Batch Plant inspection may be waived in accordance with CBC Section 1704A.4A, when approved by Structural Engineer and DSA.
  1. Approved Testing Laboratory shall check the first batching at the start of the work and furnish mix proportions to the Licensed Weighmaster.
  2. Licensed Weighmaster to positively identify materials as to quantity and to certify to each load by ticket.
  3. Ticket shall be transmitted to Project Inspector by truck driver with load identified thereon. Project Inspector will not accept load without load ticket identifying mix and will keep daily record of pours, identifying each truck, its load and time of receipt and will transmit two copies of record to DSA.
  4. At end of project, Weighmaster shall furnish affidavit to DSA on form satisfactory to DSA, certifying that all concrete furnished conforms in every particular and to proportions established by mix designs.
  5. Placement of concrete shall occur as rapidly as possible after batching and in a manner which will assure that the required quality of the concrete is maintained. In no case may concrete be placed more than 90 minutes from batch time.
  6. Water may be added to the mix only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded. In no case

**SITE CONCRETE  
SECTION 32 1600  
22-1551**

shall more than 10 gallons of water shall be added to a full 9 yard load, or 1 gal. per yard on remaining concrete within the drum providing load tag indicates at time of mixing at plant will allow for additional water.

**2.4 MATERIALS TESTING**

- A. Materials testing of concrete and continuous batch plant inspection may be waived in accordance CBC Sections 1705A.3.3 when approved by Structural Engineer and DSA.
- B. Testing of concrete shall be performed per article 3.12 of this specification.

**2.5 EQUIPMENT**

- A. Handling and mixing of concrete: Project Inspector may order removal of any equipment which in his opinion is insufficient or in any way unsuitable.

**PART 3 - EXECUTION**

**3.1 APPROVAL OF FORMS AND REINFORCEMENTS**

- A. Forms and reinforcements are subject to approval by the Project Inspector, and notice of readiness to place first pour shall be given to DSA, Architect and Structural Engineer 48 hours prior to placement of concrete. Before placing concrete, clean tools, equipment and remove all debris from areas to receive concrete. Clean all reinforcing and other embedded items off all coatings oil, and mud that may impair bond with concrete.
- B. All reinforcing steel shall be adequately supported by approved devices on centers close enough to prevent any sagging.
- C. All reinforcing bar lap splices shall be staggered a minimum of 5 ft.
- D. Additional reinforcing steel shall be placed around all utility boxes, valve boxes, manhole frames and covers that are located within the concrete placements.
  - 1. The bars shall be placed so that there will be a minimum of 1 ½" clearance and a maximum of 3" clearance. The reinforcing steel shall be placed mid-depth of concrete slab.
- E. At all right angles or intersections of concrete walks, additional 2'x2' #5, 90 degree bars shall be added at all inside corners for additional crack control. The bars shall be placed 2" from concrete forms and supports at mid-depth of slab.

**3.2 PROTECTION**

- A. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.
- B. In the event of damage, make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.

**SITE CONCRETE  
SECTION 32 1600  
22-1551**

**3.3 CLEANING**

- A. Reinforcement and all other embedded items at time of placing concrete to be free of rust, dirt oil or any other coatings that would impair bond to concrete.
- B. Remove all wood chips, sawdust, dirt, loose concrete and other debris just before concrete is to be poured. Use compressed air for inaccessible areas. Remove all standing water from excavations.

**3.4 FORMING**

- A. Form material shall be straight, true, sound and able to withstand deformation due to loading and effects of moist curing. Materials which have warped or delaminated, or require more than minor patching of contact surfaces, shall not be reused.
- B. Build forms to shapes, lines, grades and dimensions indicated. Construct form work to maintain tolerances required by ACI 301. Forms shall be substantial, tight to prevent leakage of concrete, and properly braced and tied together to maintain position and shape. Butt joints tightly and locate on solid backing. Chamfer corners where indicated. Form bevels, grooves and recesses to neat, straight lines. Construct forms for easy removal without hammering, wedging or prying against concrete.
- C. Space clamps, ties, hangers and other form accessories so that working capacities are not exceeded by loads imposed from concrete or concreting operations.
- D. Build openings into vertical forms at regular intervals if necessary to facilitate concrete placement, and at bottoms of forms to permit cleaning and inspection.
- E. Build in securely braced temporary bulkheads, keyed as required, at planned locations of construction joints.
- F. Slope tie-wires downward to outside of wall.
- G. Brace, anchor and support all cast-in items to prevent displacement or distortion.
- H. During and immediately after concrete placing, tighten forms, posts and shores. Readjust to maintain grades, levels and camber.
- I. Concrete paving, Curbs, Curb and Gutters, Ramps:
  - 1. Expansion Joints: Install at locations indicated, and so that maximum distance between joints is 20' for exterior concrete unless otherwise shown. Expansion joint material shall be full depth of concrete section. Recess for snap cap and sealant when required.
  - 2. Curbs, Valley Gutter, and Curb & Gutter: Install expansion joints at 60' on center, except when placing adjacent to concrete walks, the expansion joints shall align with the expansion joints shown for the concrete walks. Expansion joint material shall be full depth of concrete section. Recess for snap cap and sealant when required.



**SITE CONCRETE  
SECTION 32 1600  
22-1551**

3. Isolation Joints: 3/8" felt between walls and exterior slabs or walks so that paved areas are isolated from all vertical features, unless specifically noted otherwise on plans.
4. Exterior Concrete Paving: Install expansion joints at 20' on center maximum, both directions, unless shown otherwise on plans.
5. Ramps; whether shown or not all ramps shall have control joints and expansion joints.
  - a. Control joints on ramps shall be aligned and be placed in between with the vertical posts for the handrails. The curbs, if required shall have control joints that align with the handrail posts.
  - b. Expansion joints shall be placed at the upper, intermediate, and bottom landings.

**3.5 FORM COATING**

- A. Before placement of reinforcing steel, coat faces of all forms to prevent absorption of moisture from concrete and to facilitate removal of forms. Apply specified material in conformance with manufacturer's written directions.
- B. Before re-using form material, inspect, clean thoroughly and recoat.
- C. Seal all cut edges.

**3.6 INSTALLATION**

- A. General: Reinforcement shall be accurately placed at locations indicated on the drawings within required tolerances and providing required clearances. Reinforcement shall be secured prior to placement of concrete such that tolerances and clearances are maintained. Coverage shall be in accordance with Section 1907A.7 of the CBC. Keep a person on the job to maintain position of reinforcing as concrete is placed. Reinforcement must be in place before concreting is begun. Install dowels as shown on drawings. Give notice whenever pipes, conduits, sleeves, and other construction interferes with placement; obtain method of procedure to resolve interferences. All expansion and construction joints in concrete shall have dowels of size and spacing as shown, or as approved by Architect.
- B. Placing Tolerances:
  1. Per ACI 301 or CRSI/WCRSI Recommended Practice for Placing Reinforcing Bars, unless otherwise shown.
  2. Clear distance between parallel bars in a layer shall be no less than 1", the maximum bar diameter not 1 ½ times the maximum size of coarse aggregate.
- C. Splices:
  1. General: Unless otherwise shown on drawings, splice top reinforcing at midspan between supports, splice bottom reinforcing at supports and stagger splices at adjacent splices 5 foot minimum. Bar laps shall be wired together. Reinforcing steel laps shall be as follows:

**SITE CONCRETE  
SECTION 32 1600  
22-1551**

- a. Lap splices in concrete: Lap splice lengths shall not be less than 62 bar diameter for No. 5 bar, 56" minimum for No. 6 bars. No. 4 bar shall have a minimum of 24" splice. 93 bar diameters for No. 7 bars and larger.
- b. All splices shall be staggered at 5 feet minimum.

**3.7 INSPECTION**

- A. Approval of reinforcing steel, after installation, must be received from Inspector. Architect, Structural Engineer and DSA must be notified 48 hrs. in advance of beginning of concrete placement operations.

**3.8 PLACING OF CONCRETE**

- A. Adjacent finish surfaces shall be protected at all times during the concrete pour and finishing. Verify that all formwork is tight and leak-proof before concrete is poured. Finish work defaced during the concrete pour and finishing shall be replaced at no extra cost to the owner.
- B. Transport concrete from mixer to place of final deposit as rapidly as practicable by methods which will prevent separation or loss of ingredients. Deposit as close as practicable in final position to avoid re-handling or flowing. Partially hardened concrete must not be deposited in work. Concrete shall not be wheeled directly on top of reinforcing steel.
- C. Placing: Once started, continue concrete pour continuously until section is complete between predetermined construction joints. Prevent splashing of concrete onto adjacent forms or reinforcement and remove such accumulation of hardened or partially hardened concrete from forms or reinforcement before work proceeds in that area. Free fall of concrete shall not to exceed 4'-0" in height. If necessary, provide lower openings in forms to inject concrete and to reduce fall height.
- D. Remove form spreaders as placing of concrete progresses.
- E. Place footings as monolithic and in one continuous pour.
- F. Keep excavations free of standing water, but moisture condition sub-grade before concrete placement.
- G. Compacting: All concrete shall be compacted by mechanical vibrators. Concrete shall be thoroughly worked around reinforcement and embedded fixtures and into corners of forms. Vibrating shall not be applied to concrete which has already begun to initially set nor shall it be continued so long as to cause segregation of materials.
- H. Concrete Paving:
  - 1. All concrete paving shall be formed and finished to required line and grades. Concrete paving shall be true and flat with a maximum tolerance of 1/8" in 10' for flatness. Concrete paving which is not flat and are outside of the maximum specified tolerances shall be made level by the Contractor at no additional expense to the Owner, ..

**SITE CONCRETE  
SECTION 32 1600  
22-1551**

2. Concrete vibrator shall be used to assist concrete placement. Contractor shall have spare concrete vibrator on site during concrete placement
- I. Placing in hot weather: Comply with ACI 305R-91. Concrete shall not exceed 85 degrees F at time of placement. Concrete shall be delivered, placed and finished in a sufficiently short period of time to avoid surface dry checking. Concrete shall be kept wet continuously after tempering until implementation of curing compound procedure in accordance with this specification.
- J. Placing in cold weather: Comply with ACI 306R-02. Protect from frost or freezing. No antifreeze admixtures are permitted. When deposited concrete during freezing or near-freezing weather, mix shall have temperature of at least 50 degrees F but not more than 90 degrees F. Concrete shall be maintained at temperature of at least 50 degrees F for not less than 72 hours after placing or until it has thoroughly hardened. Provide necessary thermal coverings for any flat work exposed to freezing temperatures.

**3.9 CONCRETE FINISHES**

- A. Concrete Paving Finishing: Finish surface as required by ACI 302.1R. Use manual screeds, vibrating screeds to place concrete level and smooth. Use "jitterbugs" or other special tools designed for the purpose of forcing the coarse aggregate below the surface leaving a thick layer of mortar 1 inch in thickness. After tamping the concrete, wood float surface to a true and even plane. After floating with a wood bull float, make 2 passes with a steel Fresno trowel to start sealing the concrete surface. While concrete is still wet but sufficiently hardened to bear a persons weight on knee boards, start troweling with a steel hand trowel or a machine trowel in larger areas. Use sufficient pressure to bring moisture to surface. After surface moisture has disappeared, finish concrete utilizing steel, hand or power trowel. Surface shall be free from trowel marks, depressions, ridges or other blemishes. Tolerance for flatness shall be 1/8" in 10'. Provide final finish as follows:
  1. Flatwork, medium broom finish: Typical finish to be used at all exterior walks, stairs and ramps. Brooming direction shall run perpendicular to slope to form non-slip surface.
  2. Under no circumstances can water be added to the top surface of freshly placed concrete.
- B. Curb Finishing: Steel trowel.
- C. Joints and Edges: Mark-off exposed joints, where indicated, with 1/4" radius x 1" deep jointer or edging tool. Joints to be clean, cut straight, parallel or square with respect to concrete walk edge. Tool all edges of control joints, walk edges, and wherever concrete walk adjoins other material or vertical surfaces. Expansion joints shall be constructed as detailed on plans.
  1. The expansion joints shall be full depth as shown in the plan details. Failure to do so will result in non-compliance and shall be immediately machine cut by the contractor at his expense.

**SITE CONCRETE**  
**SECTION 32 1600**  
**22-1551**

- D. Exposed Concrete Surface Finishing (not including top surface of flatwork): Remove fins and rough spots immediately following removal of forms from concrete which is to be left exposed. Damaged and irregular surfaces and holes left by form clamps and sleeves shall be patched with grout. Tie wires are to be removed to below exposed surface and holes pointed up with neat cement paste similar to procedure noted under "Patching" below. Removal of tie wires shall extend to distance of 2" below established grade lines. Ends of tie wires shall be cut off flush at all other, unexposed locations. Care shall be taken to match adjacent finishes of exposed concrete surface. After patching, all concrete that is to remain exposed, shall be sacked with a grout mixture of 1-part cement, 1 1/2- parts fine sand and sufficient water to produce a consistency of thick paint. After first wetting the concrete surface, apply mixture with a brush and immediately float entire surface vigorously using a wood float. Keep damp during periods of hot weather. When set, excess grout shall be scraped from wall with edge of steel trowel, allowed to set for a time, then wiped or rubbed with dry burlap. Entire finishing operation of any area shall be completed on the same day. This treatment shall be carried to 4" below grade, and all patching and sacking shall be done immediately upon removal of the forms.
- E. Stair Treads and Risers: Tool exterior stair tread and landing nosings per disabled accessible requirements in the California Building Code and as detailed. Paint every tread and landing nosing. Nosings shall contain no pockets, voids or spalls. Patching is not allowed. Damaged nosings shall be replaced.

**3.10 CURING**

- A. Concrete paving, Curb, Curb and gutter, Valley Gutter: Cure utilizing Curing Compound. If applicable, the Contractor shall verify that the approved Curing Compound is compatible with the approved colorant system. Upon completion of job, wash clean per manufacturer's recommendations.
  - 1. Curing compound shall be applied in a wet puddling application. Spotty applications shall be reason for rejection and possibly concrete removal and replacement at the contractor's expense with no compensation from the owner.
- B. No Curing Compound shall be applied to areas scheduled to receive resilient track surface including, curbs, ramps, run ways, etc.

**3.11 DEFECTIVE CONCRETE**

- A. Determination of defective concrete shall be made by the Architect or Engineer. His opinion shall be final in identifying areas to be replaced, repaired or patched.
- B. The Owner reserves the right to survey the flatwork, if it is determined to be outside of the maximum tolerance for flatness. If the flatwork is found to be out of tolerance, then the Contractor will be required to replace concrete. The Contractor will be responsible for reimbursing the Owner for any surveying costs incurred. Determination of flatwork flatness, surveying and any remedial work must be completed far enough in advance so that the project schedule is maintained, delays are avoided and the new flatwork or flatwork repairs are properly cured.

**SITE CONCRETE  
SECTION 32 1600  
22-1551**

- C. As directed by Architect, cut out and replace defective concrete. All defective concrete shall be removed from the site. No patching is to be done until surfaces have been examined by Architect and permission to begin patching has been provided.
- D. Permission to patch any area shall not be considered waiver of right, by the Owner, to require removal of defective work, if patching does not, in opinion of Architect, satisfactorily restore quality and appearance of surface.
- E. Defective concrete is:
  - 1. Concrete that does not match the approved mix design for the given installation type.
  - 2. Concrete not meeting specified 28-day strength.
  - 3. Concrete which contains rock pockets, voids, spalls, transverse cracks, exposed reinforcing, or other such defects which adversely affect strength, durability or appearance.
  - 4. Concrete which is incorrectly formed, out of alignment or not plumb or level.
  - 5. Concrete containing embedded wood or debris.
  - 6. Concrete having large or excessive patched voids which were not completed under Architect's direction.
  - 7. Concrete not containing required embedded items.
  - 8. Excessive Shrinkage, Traverse cracking, Cracking, Curling; or Defective Finish. Remove and replace if repair to an acceptable condition is not feasible.
  - 9. Concrete that is unsuitable for placement or has set in truck drum for longer than 90 minutes from the time it was batched.
  - 10. Expansion joint felt that is not isolating the full depth of the concrete section, and recessed as required for backer rod and sealant where required.
  - 11. Concrete that is excessively wet or excessively dry and will not meet the minimum or maximum slump required per mix design.
  - 12. Finished concrete with oil stains from equipment use, and or rust spots that cannot be removed.
  - 13. Control joints (weakened planed joints) that do not meet the required minimum depth shown on the drawings.
- F. Patching: Install specified Patching Mortar per manufacturer's recommendations. REPAIRS TO DEFECTIVE CONCRETE WHICH AFFECT THE STRENGTH OF ANY STRUCTURAL CONCRETE MEMBER OR COMPONENT ARE SUBJECT TO APPROVAL BY THE ARCHITECT AND DSA.

**3.12 CONCRETE TESTING**

- A. Comply with CBC Section 1903A, 1905A.3, 1916A and as specified in B. below. Costs of tests will be borne by the Owner.
- B. Four identical cylinder samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, or not less than once for each 50 cubic yards of concrete, or not less than once for each 2,000 square feet of surface area for

**SITE CONCRETE**  
**SECTION 32 1600**  
**22-1551**

slabs or walls. In addition, samples for strength tests for each class of concrete shall be taken for seven-day tests at the beginning of the concrete work or whenever the mix or aggregate is changed.

- C. Strength tests will be conducted by the Testing Lab on one cylinder at seven (7) days and two cylinders at twenty-eight (28) days. The fourth remaining cylinder will be available for testing at fifty-six (56) days if the 28-day cylinder test results do not meet the required design strength.
- D. On a given project, if the total volume of concrete is such that the frequency of testing required by paragraph B. above would provide less than five strength tests for a given class of concrete, tests shall be made from at least five randomly selected batches or from each batch if fewer than five batches are used.
- E. Cost of retests and coring due to low strength or defective concrete will be paid by Owner and back-charged to the Contractor.
- F. Each truck shall be tested for slump before concrete is placed.

**3.13 REMOVAL OF FORMS**

- A. Remove without damage to concrete surfaces.
- B. Sequence and timing of form removal shall insure complete safety of concrete structure.
- C. Concrete shall not be subjected to superimposed loads (structure or construction equipment) until it has attained its full design strength and not for a period of at least 21 days after placing. Concrete systems shall not be subjected to construction loads in excess of design loads.

**3.14 SEALANT**

- A. Sealant Application: Apply sealant in compliance with manufacturer's application instructions, using hand guns or pressure equipment with proper nozzle size, on clean, dry, properly prepared substrates. Force sealants into joint against sides of joint to make uniform. Avoid pulling of the sealant from the sides. Fill sealant space completely with sealant. Finished joints shall be straight, uniform, smooth, and neatly finished. Remove any excess sealant from adjacent surfaces of joint utilizing the manufacturer's recommended solvent and cleaning processes. Leave the work in a neat, clean condition.

**3.15 CLEANING**

- A. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.
- B. Clean excess material from surface of all concrete walks and utility structures.

**SITE CONCRETE  
SECTION 32 1600  
22-1551**

- C. Power wash all concrete surfaces to remove stains, dried mud, tire marks, and rust spots.

**- END OF SECTION**