



CUPCCAA
INFORMAL BID PACKET
Public Works Projects under the
California Uniform Public Construction Cost Accounting Act
(CUPCCAA)

Attention Contractor: Please download the entire document, complete all necessary information before returning.

Return Proposal by: 05/15/2024 / 2:00 PM **Return Proposal to:** Lance Brown
Date/Time Lodi USD Project Manager Name

DISTRICT COMPLETE

DESCRIPTION / SCOPE OF WORK	
Bear Creek High School had a tree fall on building F. This is to repair the roof damage from the tree falling on it. Please see attached project manual and blueprints.	

Walk-Through Date/Time: 04/24/2024 / 10:00 AM Is Walk Through Required: Yes
Projected Project Start Date: 06/10/2024 Estimated Time of Completion: TBD
Are Bonds Required: Yes (submit at award)

CONTRACTOR COMPLETE

Please provide detailed bid and attach to this small project packet. Do not include federal excise tax. If sales tax applies, show as separate item. Attach additional paperwork if necessary.

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

Name of Firm

Print Name

Address

Date

City State Zip

Contractor License No. Type Expiration Date

Telephone

DIR Number Expiration Date

Department has confirmed the following are on file and/or valid:

CSA, CSLB, DIR, COI, W/C, Bonds (if required),
PWC 100 (if required, >\$25K PW, >\$15K Maintenance)

Award of Contract

Award of contract is subject to valid Contractor's Standard Agreement on file with required certificates of insurance. A proposal or bid shall not be accepted nor any contractor or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work.

General Terms and Conditions are incorporated into the Contractor's Standard Agreement and are available on the internet at

<https://resources.finalsite.net/images/v1551296001/lodiusdnet/pcvz1wellclxeamsponu/CUPCCAAGeneralTermsandConditionsADA.pdf> and may be downloaded and printed for your files.

No work or services should be provided prior to receiving an authorized contract (purchase order). The District is not obligated to make any payments on any agreement prior to authorizing and executing a contract. For work satisfactorily performed and after receipt of a property documents and submitted application for payment, *payment for the work shall be made in a lump sum within 45 days after the District's Governing Board's written acceptance of the work.*

Public Works Projects Over \$1,000 - Prevailing Wages Must be Paid

The project is a public works project subject to California Labor Code section 1770 et seq., The Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the selected contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this contract. Contractor shall post on site all required job site notices as prescribed by law or regulation.

A public works project under Labor Code section 1720(a) means:

- Construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds.
- It can include preconstruction and post-construction activities related to a public works project.

Maintenance work under Public Contract Code section 22002(d) means:

- Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operating facility for its intended purposes.
- Minor repainting
- Resurfacing of streets and highways at less than one inch.
- Landscape, maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems.

Anyone working on a public works project over \$1,000 must be paid prevailing wages as determined by DIR.

Projects of \$30,000 or more must meet DIR's apprenticeship requirements. Failure to comply with public works requirements can result in civil penalties, criminal prosecution, or both.

STUDENT CONTACT FORM

Contractor Name: _____

Supervisor/Foreman Name: _____

Start Date: _____ Completion Date: _____

Location of Work: _____ Hours of Work: _____

Length of Time on Grounds: _____

Number of Employees on the Job: _____

select one

Yes No

Employees will have more than limited contact with students as determined by District or if by Contractor, please explain:

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

☐

A physical barrier will be installed at the worksite to limit contact with pupils.

☐

Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

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

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

☐

District agrees: Employees will be surveilled by District's personnel.

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

knowledge. Date: _____

Signature: _____

Title: _____

Print Name: _____

Note: This document must be executed and submitted with the Cost Proposal



INFORMAL BID PACKET

Bear Creek Roof Repair

9800-500-1

**CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT
("CUPCAA")**

(CONSTRUCTION CONTRACTS OVER \$60,000 AND LESS THAN \$200,000)



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NOTICE INVITING INFORMAL BIDS

Notice is hereby given that the governing board ("Board") of the Lodi Unified School District ("District") will receive sealed bids for the following project,

Bear Creek Roof Repair, Bid No. 9800-500-1, Bid Package _____ ("Project" or "Contract"). The Project consists of all labor, materials equipment and services necessary to

Bear Creek High School had a tree fall on building F. This is to repair the roof damage from the tree falling on it. Please see attached project manual and blueprints.

Contract Documents are available as of 04/17/2024 for review at the Facilities and Planning Office, 880 N. Guild Ave., Lodi, CA 95240 and may be downloaded from the District's website, <http://www.lodiUSD.net/about/bonds>

Sealed Bids will be received until 2:00 PM on 05/14/2024, at the **Facilities and Planning Office, 880 N. Guild Ave.**, Lodi, CA 95240. At or after the specified time, the bids will be opened and publicly read aloud. All bids shall be submitted on the form provided by the District and must be responsive to the requirements set forth in the bidding documents.

Notices inviting bids shall be sent to contractors on the District's pre-qualified list and/or published in construction trade journals no later than 10 calendar days before the bids are due.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess one or more of the following State of California Contractor Licenses: B. The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

The District reserves the right to prequalify bidders for this Project pursuant to Public Contract Code section 20111.5, as deemed necessary by the District. When prequalification is applied, only prequalified Bidders will be eligible to submit a Bid for this Project. Any Bid submitted by a Bidder who has not been prequalified shall be deemed nonresponsive and will not be considered.

A mandatory pre-bid conference and site visit may be held on 04/24/2024 at 10:00 AM **Bear Creek High School Flag Pole in front**, California ("Site Visit"). Participation in this conference and site visit is required only when deemed mandatory by the District for a specific Project. All participants in a mandatory site visit are required to sign-in. Failure to attend, or tardiness at, a mandatory site visit will render a bid ineligible for consideration.

LODI UNIFIED SCHOOL DISTRICT

INFORMAL BID PACKET - CUPCCAA
NOTICE INVITING INFORMAL BIDS - 1



The Site Visit Certification, provided at the end of the Site Visit, must be submitted with the Bid when a site visit is required.

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. 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.

The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations. For all work performed pursuant to this Contract, the Contractor and all subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, ("DIR") 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. Prevailing wage rates are also available from the District or the DIR website at: <http://www.dir.ca.gov>. This Project is subject to labor compliance monitoring and enforcement by the DIR.

The District's Board may, pursuant to Public Contract Code section 3400(c), find and determine that certain item(s) must be used on this Project for the reasons outlined below. This designation is subject to Board Resolution and will only be applied based on one of the statutorily allowed bases:

1. Field Test or Experiment: To determine the product's suitability for future use, the following item(s) have been designated.
2. Matching Products: To match other products in use on a particular public improvement either completed or in the course of completion, the following item(s) have been designated.
3. Sole Source Availability: To obtain a necessary item that is only available from one source, the following item(s) have been designated.
4. Emergency Response: To respond to an emergency declared by a local agency, the following item(s) have been designated.

The Board has identified the following items which must be used on this Project:

N/A

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. 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



INSTRUCTIONS TO BIDDERS

Contractors 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, ("Work") for the following project:

Bear Creek Roof Repair ("Project").

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders
3. The District reserves the right to prequalify bidders for this Project pursuant to Public Contract Code section 20111.5, as deemed necessary by the District. When prequalification is applied, only prequalified Bidders will be eligible to submit a Bid for this Project. Any Bid submitted by a Bidder who has not been 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 District Office **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 non-responsive 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. Off-Road Diesel-Fueled Fleet Certification
 - f. Federal Debarment Certification, if federal funds used.
 - g. Federal Byrd Anti-Lobbying Certification, if federal funds exceeding \$100,000 used.
11. Bidders must submit with their Bids 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 non-responsive and will not be considered.
12. If Bidder to whom a contract is awarded ("Contract" or "Agreement") fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of the Project, ("Subcontractor") 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 the total Bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a



bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

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

- (1) The subcontractor is registered prior to the bid opening.
- (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
17. Bidders are required to submit the Off-Road Diesel-Fueled Fleet Certification along with their Bids. Bids submitted without the Off-Road Diesel-Fueled Fleet Certification, when this certification is applicable to the project, shall be deemed non-responsive and will not be considered.
18. 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 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>.

In instances where federal funding is utilized, the Contractor and all Subcontractors under the Contractor are required to comply with the Davis-Bacon Act, applicable reporting requirements, and any other relevant federal funding requirements. Should a conflict arise between state and federal requirements, the more stringent provision shall control to ensure compliance with all applicable regulations.



19. If applicable or required by the District for projects utilizing funds from the State of California School Facility Program, as outlined in Section 17076.11 of the Education Code, there is a mandate to achieve a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) annually of the overall dollar amount expended on state-funded projects. To fulfill this mandate by demonstrating a good faith effort, Bidders must actively seek DVBE-certified subcontractors and suppliers prior to bid submission. For any state-funded project, the selected Bidder must, upon contract award, certify compliance with DVBE participation goal procedures. The DVBE Certification Participation Form, provided for this purpose, should not be submitted with the Bid but is required with the execution of the Contract.

This requirement is contingent upon the specific funding and requirements of a project as determined by the District.

20. Submission of Bid signifies careful examination of the District's proposed Contract Documents for the Project 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, Project and Work sites, 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 Work 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 Contract 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 Contractor 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 Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor 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, Contractor 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 Contractor 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, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor 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 [Lance Brown lbrown@lodiUSD.net](mailto:Lance.Brown@lodiUSD.net). Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at <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 obtained from the District.
- 26. The 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. In the event all Bids exceed the informal bid threshold of \$200,000, the District's Governing Board may elect to pass a resolution to award the Contract at \$212,500 or less to the lowest responsible Bidder, in accordance with Public Contract Code section 22034(d).
- 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 a 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 non-responsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Performance Bond (100% of Contract Price): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Insurance Certificates and Endorsements, as required.
 - e. Workers' Compensation Certification.
 - f. Prevailing Wage and Related Labor Requirements Certification.
 - g. Disabled Veterans' Business Enterprise Participation Certification, if applicable.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Drug and Alcohol-Free Schools Certification
 - k. Hazardous Materials Certification.



- l. Lead-Based Materials Certification.
 - m. Imported Materials Certification.
 - n. Criminal Background Investigation/Fingerprinting Certification.
 - o. If applicable, Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
 - p. Federal Debarment Certification, if applicable.
 - q. Federal Byrd Anti-Lobbying Certification, if applicable.
 - r. 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, non-responsive, 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, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. 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



BID FORM AND PROPOSAL

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

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, 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. 9800-500-1
("Work") for the following project known as:

Bear Creek Roof Repair

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

_____ dollars	\$ _____
<i>BASE BID WITHOUT CONTINGENCY</i>	
_____ dollars	\$ _____
<i>10% OWNER-CONTROLLED CONTINGENCY</i>	
_____ dollars	\$ _____
<i>TOTAL BID WITH CONTINGENCY</i>	

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Additional Detail Regarding Calculation of Base Bid

1. **Contingency.** A 10% owner-controlled contingency shall be added to the Base Bid ("Contingency"). For example, a \$10 Contingency should be added to a \$100 Base Bid, for a Total Bid of \$110. The Contingency shall apply to potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work. The Contingency is not intended for such things as scope changes. The Contingency shall not be used without the agreement of the District. The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.
2. 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) as 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.
3. 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 or other official point of contact for the District before Bid date to verify the issuance of any clarifying Addenda.
4. 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.
5. **The liquidated damages clause of the Agreement is hereby acknowledged.**
6. 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.
7. The following documents are attached with this Bid Form and Proposal:
 - Bid Bond on the District's form or other security
 - Registered Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Off-Road Diesel-Fueled Fleet Certification
 - Federal Debarment Certification (if applicable)
 - Federal Byrd Anti-Lobbying Certification (if applicable)



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

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

9. Bidder acknowledges that the license required for performance of the Work is a B license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. 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.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
13. In instances where the project is funded, in whole or in part, by federal funds, 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. 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



LODI UNIFIED SCHOOL DISTRICT

1305 E. VINE STREET, LODI CA 95240

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.

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 _____

Signature _____

Print Name _____

Title _____

Address of Bidder _____

Taxpayer's 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



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 _____ 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 Obligor, 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: Bear Creek Roof Repair ("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 Obligor becoming effective, or if the Principal shall fully
reimburse and save harmless the Obligor from any damage sustained by the Obligor 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 Obligor 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 Obligor and judgment is recovered, the
Surety shall pay all costs incurred by the Obligor in such suit, including a reasonable attorneys'
fee to be fixed by the Court.



LODI UNIFIED SCHOOL DISTRICT

1305 E. VINE STREET, LODI CA 95240

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



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

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: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____



Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



SITE VISIT CERTIFICATION

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

PROJECT: Bear Creek Roof Repair

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____



ATTACHMENTS:

- 1.
- 2.
- 3.

END OF DOCUMENT



NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

PROJECT/CONTRACT NO.: 9800-500-1 between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

- (1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.
- (4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

- (1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing



contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

- (2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.
- (3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.
- (4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.
- (5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Bidder must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

END OF DOCUMENT



AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER _____

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____ ("Contractor") and Lodi Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of _____ Dollars (\$ _____) ("Contract Price"), the following services ("Services" or "Work"):

Contractor's duties and services under this Contract shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

2. Contractor shall perform the Work at _____ ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within _____ (_____) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

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

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250)** per day for each and every calendar day of delay beyond the



Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



6. This Contract expressly incorporates the attached Contract Documents by reference. By executing this Contract, the Contractor agrees to fulfill all obligations as detailed within these Contract Documents. The inclusion of specific Contract Documents is project-dependent and shall be indicated by the District through direct selection from the list below. Only those documents checked by the District are applicable to this Contract:

<input checked="" type="checkbox"/> Notice to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input checked="" type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input checked="" type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> (if applicable) Roofing Project Certification
<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Registered Subcontractors List
<input checked="" type="checkbox"/> Noncollusion Declaration	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Off-Road Diesel-Fueled Fleet Certification	<input checked="" type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Notice to Proceed	<input checked="" type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input checked="" type="checkbox"/> Plans
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Special Conditions
<input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification	<input checked="" type="checkbox"/> (if applicable) Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input checked="" type="checkbox"/> (if applicable) Federal Debarment Certification
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	<input checked="" type="checkbox"/> (if applicable) Byrd Anti-Lobbying Certification
<input checked="" type="checkbox"/> Drug and Alcohol-Free Schools Certification	_____ [Other]
<input checked="" type="checkbox"/> (if applicable) Disabled Veterans' Business Enterprise Participation Certification	_____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. Payment for the Work shall be made in accordance with the Terms and Conditions.
9. The Design Professional In General Responsible Charge for the Project is **SVA** ("Architect"), the construction manager on the Project is **Lance Brown** ("Construction Manager"), and the project inspector on the Project is **Todd Kelley** ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect 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. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work



or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Todd Kelley
of the DSA Inspector Department of the District.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

Lodi Unified School District

ATTN: Lance Brown

880 N Guild Ave

Lodi, California 95240

EMAIL: LBROWN@LODIUSD.NET

Contractor

Name: _____

ATTN: _____

[ADDRESS]

[FAX]

[EMAIL]

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURES ON FOLLOWING PAGE]

**LODI UNIFIED SCHOOL DISTRICT**

1305 E. VINE STREET, LODI CA 95240

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20____

Lodi Unified School District

Signature: _____

Print Name: _____

Print Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: _____, 20____

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; TERMS AND CONDITIONS FOLLOW]



TERMS AND CONDITIONS TO CONTRACT

- 1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction. For projects not subject to DSA oversight, this requirement is not applicable and the provision should be considered [RESERVED].
- 6. NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and 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. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. In instances where a project is not under DSA jurisdiction, this notification requirement is not applicable, and the provision should be considered [RESERVED].
- 7. LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. 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.
- 9. INDEPENDENT CONTRACTOR:** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.
- 10. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel



employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, 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) Subsurface or latent physical conditions at the site differing from those indicated; or (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. 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 in the Contract. In the event that a dispute arises between the 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 which pertain to the resolution of disputes and protests between the contracting parties.

16. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable. The Contractor must execute the Lead-Based Paint Certification when such conditions apply to the Project's scope of work.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES:

17.1 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 pursuant to the Clean Water Act and Porter Cologne



Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

17.2 In cases where a District SWPPP applicable to the Project has been approved, the Contractor shall adhere to its requirements at no additional cost to the District. This includes the responsibility for any fees or penalties levied by regulatory agencies for non-compliance with the SWPPP during the course of the Work.

17.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall perform onsite inspections and implement and monitor any and all SWPPP requirements applicable to the Project, including required visual observations, sampling, analysis, reporting and record keeping, including of Total Maximum Daily Loads ("TMDL") of pollutants and construction dewatering and discharge, and Best Management Practices ("BMP").

17.4 This section solely applies to projects where construction and land disturbance activities necessitate storm water discharge compliance.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. DISTRICT'S RIGHT TO PERFORM WORK: 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 make good such deficiencies, without prejudice to any other remedy it may have, 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. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within sixty (60) days after District's 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 District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Contingency. If there is a Contingency, then Contractor shall not bill for or be due any portion of a Contingency unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed a Contingency Expenditure Directive incorporating that work. Contingency Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental. No overhead and profit shall be added to the Contingency Expenditure Directive. The Contingency shall apply to potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work. The Contingency



is not intended for such things as scope changes. The Contingency shall not be used without the agreement of the District. The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

28. INDEMNIFICATION:

28.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the Claims are caused by the active negligence or willful misconduct of the Indemnified Parties 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.

28.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

28.3 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.

28.4 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.

28.5 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 has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

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

29. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.



Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Combined Single Limit	 \$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

30.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

30.2.6. An endorsement stating that there shall be a waiver of any subrogation.

30.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a



minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

33. LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

35. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Section 1735 forbidding discrimination and Sections 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

35.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

35.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

35.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, 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.

35.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of



Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

36. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

37. DISABLED VETERAN BUSINESS ENTERPRISES: 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 or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract. This provision is applicable only to projects financed with SFP Funds.

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they 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, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) 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 (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, 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 the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION:

41.1 If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.



41.2 District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. If Contractor objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the option available to the District under a termination for cause.

41.3 Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant 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 a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the



public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant 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 public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) 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 public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant 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.

(C) 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.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity'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 the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) 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; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.



Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency'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 local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant 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 period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.



§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or 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 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 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.

(b) (1) 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 Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) 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.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT



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 ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Bear Creek Roof Repair (Project Name)

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

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

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:

- 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.

The condition of the obligation is such that, if the above bounden Principal, his or 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 Agreement and any alteration thereof made as therein provided, on his or 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.



LODI UNIFIED SCHOOL DISTRICT

1305 E. VINE STREET, LODI CA 95240

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, 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 Agreement, 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 Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement 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____.

(Affix Corporate Seal)

Principal

By

Surety

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



PAYMENT BOND

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Bear Creek Roof Repair _____ (Project Name)
("Project") which Agreement dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

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

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

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

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



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

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

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

(Affix Corporate Seal)

Principal

By

Surety

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



SPECIAL CONDITIONS

1. Mitigation Measures

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

2. Modernization Projects (if applicable)

2.1. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2. Master Key. Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

2.3. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

2.4. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7. No Work During Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District



students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

3. Badge Policy For Contractors (if applicable)

3.1. 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. Badges must be filled out in full and contain the following information:

3.1.1. Name of Contractor

3.1.2. Name of Employee

3.1.3. Contractor's address and phone number

3.2. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

6. Federal Funds - Wages (if applicable)

If the Project will be funded in whole or in part with federal funds, insert paragraph 34.1 in the Terms and Conditions to Agreement with the following provisions:

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.

34.1 FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

34.1.1 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.

34.1.1.1 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 34.1.1.7; 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.

34.1.1.2 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:

34.1.1.2.1 The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

34.1.1.2.2 The classification is utilized in the area by the construction industry; and

34.1.1.2.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

34.1.1.3 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.

34.1.1.4 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.



34.1.1.5 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.

34.1.1.6 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.

34.1.1.7 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.

34.1.2 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.

34.1.3 Payrolls and basic records.

34.1.3.1 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.

34.1.3.2 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 <http://www.dol.gov/esa/whd/forms/wh347instr.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

34.1.3.3 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:

34.1.3.3.1 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,

34.1.3.3.2 That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

34.1.3.3.3 That such information is correct and complete;

34.1.3.3.4 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

34.1.3.3.5 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;

34.1.3.3.6 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.

34.1.3.3.7 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.

34.1.3.3.8 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.

34.1.3.3.9 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.

34.1.4 Apprentices and trainees

34.1.4.1 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.

34.1.4.2 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.

34.1.4.3 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.

34.1.5 Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

34.1.6 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.

34.1.7 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.

34.1.8 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.

34.1.9 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.

34.1.10 Certification of eligibility.

34.1.10.1 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).

34.1.10.2 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).

34.1.10.3 Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

34.1.11 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.

34.1.11.1 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.

34.1.11.2 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.

34.1.11.3 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 .

34.1.11.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and 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 34.1.11.1 through 34.1.11.4 of this section.

7. Federal Funds – Debarment (if applicable)

If the Project will be funded in whole or in part with federal funds, insert paragraph 4.1 in the Terms and Conditions to Agreement with the following provisions:

4.2 This Project uses or may plan to use federal funds. Consequently, Contractor is required to provide a signed "Federal Debarment" certification with its bid. This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 89, Section 98.510, Participants; responsibilities. The regulations were published as Part of VII of the May 26, 1988 Federal Register (pages 19160-19211).

8. Federal Funds – Byrd Anti-Lobbying (if applicable)

If the Project will be funded in whole or in part with federal funds, insert paragraph 4.2 in the Terms and Conditions to Agreement with the following provisions:

4.3 As this Project uses or may plan to use federal funds, if the contract exceeds \$100,000, Contractor is required to provide a signed "Byrd Anti-Lobbying" certification with its bid ((31 U.S.C. 1352) (Appendix II to 2 CFR, Part 200)).

9. Federal Funds – Procurement of recovered materials (if applicable)

If the Project will be funded in whole or in part with federal funds, insert paragraph 7.1 in the Terms and Conditions to Agreement with the following provisions:

7.1 As this Project uses or may plan to use federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at



40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Federal Funds - Domestic preferences for procurements (if applicable)

If the Project will be funded in whole or in part with federal funds, insert paragraph 7.2 in the Terms and Conditions to Agreement with the following provisions:

7.2 As this Project is funded in whole or in part by a federal grant made after November 12, 2020, and as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable for the Project, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products for the Project.

7.2.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

7.2.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

END OF DOCUMENT



WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Bear Creek Roof Repair between 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



**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: Bear Creek Roof Repair between 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 the Project will be funded in whole or in part with federal funds, 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



DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION (If Applicable)

PROJECT/CONTRACT NO.: Bear Creek Roof Repair between 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 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, lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

Part I – Method Of Compliance With DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. <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 ("OSB")*	Complete Part 1 of this form and the Certification
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 OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. <input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	Complete all of this Certification form
D. <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	

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

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

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

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

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District			*
2. OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
3. DVBE Organization (List)			*

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

Part III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you 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 OSB		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES 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



DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Bear Creek Roof Repair between 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 Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the



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

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

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

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

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION

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

Pursuant to, without limitation, District Board policies, all District sites, including the Project site, are drug and alcohol-free schools. Possession, use, or sale of drugs and alcohol is prohibited at any time in district-owned or leased buildings, on district property, and in district vehicles unless otherwise permitted by law.

I acknowledge that I am aware of the District's policy regarding drug and alcohol-free schools, 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 possess, use or sell:

1. Any substance which may not lawfully be possessed, used, or sold in California.
2. Cannabis or cannabis products (Health and Safety Code, § 11362.3; 21 USC §§ 812, 844).
3. Alcohol beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code section 25608.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Bear Creek Roof Repair 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 Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



LEAD-BASED MATERIALS CERTIFICATION

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

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

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

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



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

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It 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

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Bear Creek Roof Repair between 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. 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



LODI UNIFIED SCHOOL DISTRICT

1305 E. VINE STREET, LODI CA 95240

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



**CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the District 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 (check all that apply):

- ☐ Pursuant to Education Code section 45125.2(a), 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, Subcontractors or suppliers and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2(a), 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 ("DOJ") 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' or suppliers' employees is:

Name: _____

Title: _____

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

- ☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor'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.



- ☐ 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 DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as 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 as ATTACHMENT "A;" and/or

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) 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 DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers 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: _____



ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT



FEDERAL DEBARMENT CERTIFICATION (IF APPLICABLE)

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

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;

b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

3. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

"Debarment and Suspension Certification – By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

BYRD ANTI-LOBBYING CERTIFICATION (IF APPLICABLE)

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

Address

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying ActivitiesApproved by OMB
0348-004Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	2. Status of Federal Action: <input type="checkbox"/> proposal/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: ____
		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Bear Creek Roof Repair

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 #: _____
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Portion of Work: _____

Date: _____

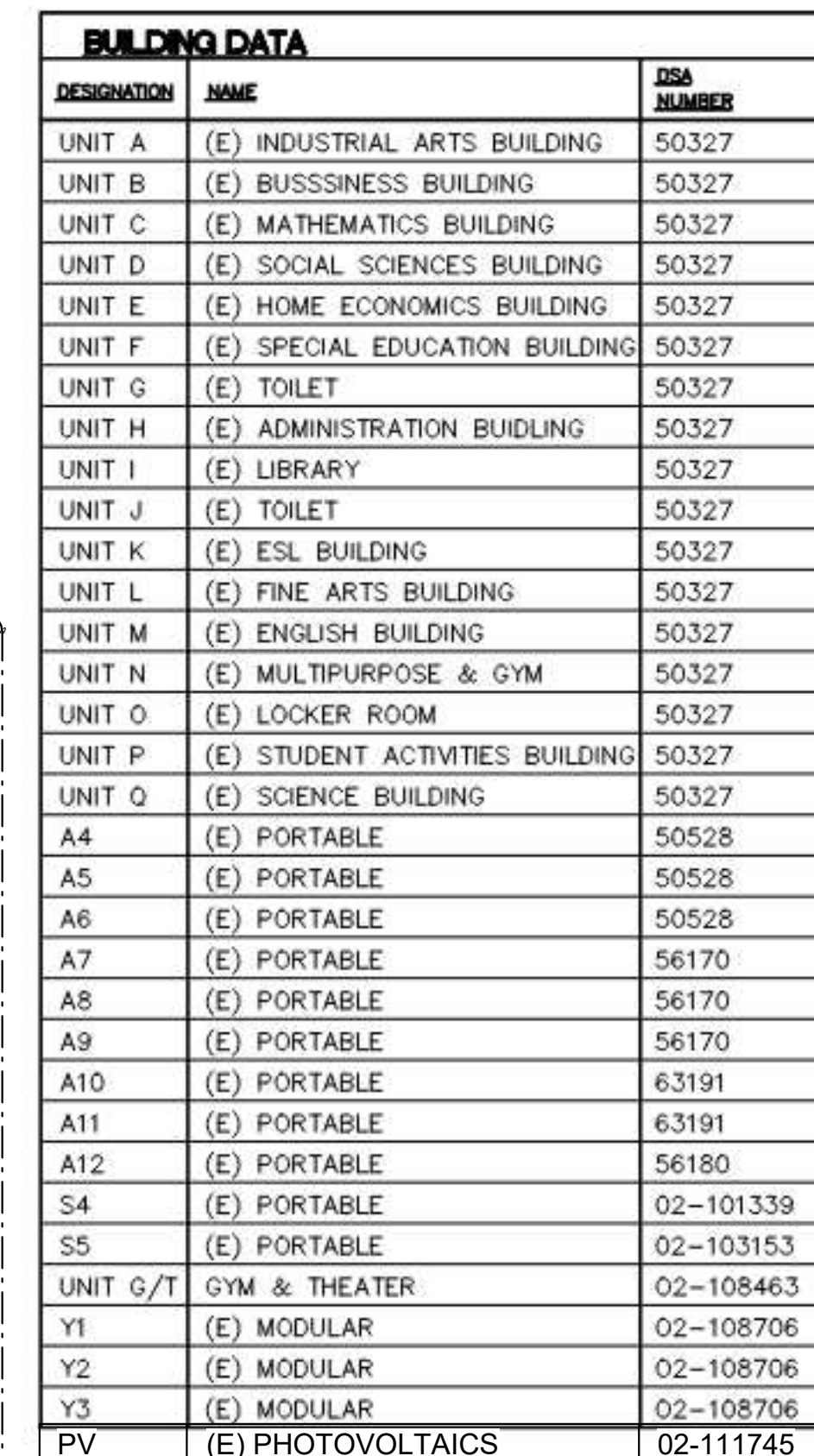
Name of Contractor: _____


Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



S1	ACCESSIBLE RESTROOM PER 01-121348
S2	AREA OF WORK: NE CORNER OF BUILDING F
S3	DRINKING FOUNTAIN PER 01-121348
S4	(E) EV CHARGING
S5	PUBLIC WAY
S6	(E) ACCESSIBLE PARKING
S7	(E) SCHOOL ENTRANCE
S8	PARKING LOT (EXISTING) SERVING PROJECT
S9	(E) ACCESSIBLE PASSENGER DROP OFF AREA
S10	(E) ADMINISTRATION BUILDING
S11	(E) FIRE HYDRANT
S12	(E) TOW AWAY SIGN. SEE 

SITE PLAN KEYNOTES

CERTIFICATION OF THIS PROJECT IS CONTINGENT UPON CERTIFICATION OF 02-121348

DSA APPLICATION NUMBERS:

- APP 50327: EXISTING BUILDINGS
- APP 02-110373: RESTROOM BUILDINGS G, J, AND Q
- APP 02-111745: NORTH PARKING
- APP 02-118898: EAST PARKING, PASSENGER DROP-OFF AND PATH OF TRAVEL
- APP 02-121348: RESTROOM BUILDINGS G, J AND Q

NOTE: PARKING LOTS ARE EXISTING AND SHOWN FOR INFORMATION ONLY. NO WORK IN THESE AREAS.

SITE PLAN SHEET NOTE

STANDARD PARKING SPACES	61
ACCESSIBLE PARKING SPACES	3
TOTAL PARKING SPACES	64

NOTE:
ONLY PARKING SPACES IN LOT SERVING PROJECT AREAS COUNTED
(EAST PARKING LOT - A#02-118898)

PARKING SPACE COUNT - EXISTING

PATH OF TRAVEL

PATH OF TRAVEL (P.O.T) AS INDICATED MEETS THE FOLLOWING REQUIREMENTS:

1. IS A BARRIER-FREE ACCESSIBLE ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" BEVELED AT A SLOPE NOT STEEPER THAN 1:2 EXCEPT THAT LEVEL CHANGES ARE 1/4" MAX PER INCH IS AT LEAST 48" WIDE
2. SURFACE SHALL BE STABLE, FIRM AND SLIP RESISTANT.
3. CROSS-SLOPE SHALL NOT BE STEEPER THAN 1:48 AND RUNNING SLOPE SHALL NOT BE STEEPER THAN 1:20 UNLESS OTHERWISE INDICATED (SEC 11B-403.3)
4. P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM (SECTION 11B-307.4) AND PROTRUDING OBJECTS GREATER THAN 4"
5. PROJECTION FROM WALL SURFACE BETWEEN 27" AND 90" ABOVE FINISH FLOOR
6. OR GROUND (SECTION 11B-307.2)
7. PROVIDE FLUSH TRANSITIONS AT ANY ADJOINING JOINTS BETWEEN DIFFERENT WALK SURFACES IN P.O.T.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE
STATEMENT:

STATEMENT:

THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IN COMPLIANCE WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS, AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY AND ALL CORRECTIVE WORK NECESSARY TO BRING THE P.O.T. THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK AND ANY AND ALL CORRECTIVE WORK NECESSARY TO INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED UPON THE VARIATION IN THESE REQUIREMENTS DUE TO THE EXTREME HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF P.O.T. ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

PROPERTY LINE

LIMITS OF WORK FOR THIS PROJECT

ACCESSIBLE RESTROOMS - A#01-121348

SITE PLAN LEGEND

SITE PLAN & PATH OF TRAVEL

1° = 60'-0"

	1
--	---

OWNER: LODI UNIFIED SCHOOL DISTRICT

**PROJECT NAME: BEAR CREEK HIGH SCHOOL
BUILDING F REPAIR**

CLIENT ADDRESS: 10555 THORNTON ROAD, STOCKTON, CA 95209



REVISIONS:

[illegible]

PROJECT NO: 2023-40156

DATE ISSUED: 1/17/2024

SCALE: As indicated

A1.0

SITE PLAN & PATH OF TRAVEL



ARCHITECTS

2335 BROADWAY #301 OAKLAND, CA 94612
T 510.267.3180 WWW.SVA-ARCHITECTS.COM

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- CODE ANALYSIS (FOR REFERENCE ONLY)**

- ### PLAN LEGEND

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OWNER: LODI UNIFIED SCHOOL DISTRICT

PROJECT NAME: BEAR CREEK HIGH SCHOOL
BUILDING F REPAIR

ADDRESS: 10555 THORNTON ROAD, STOCKTON, CA 95209



REVISIONS:

[illegible]

PROJECT NO: 2023-40156

DATE ISSUED: 1/17/2024

SCALE: As indicated

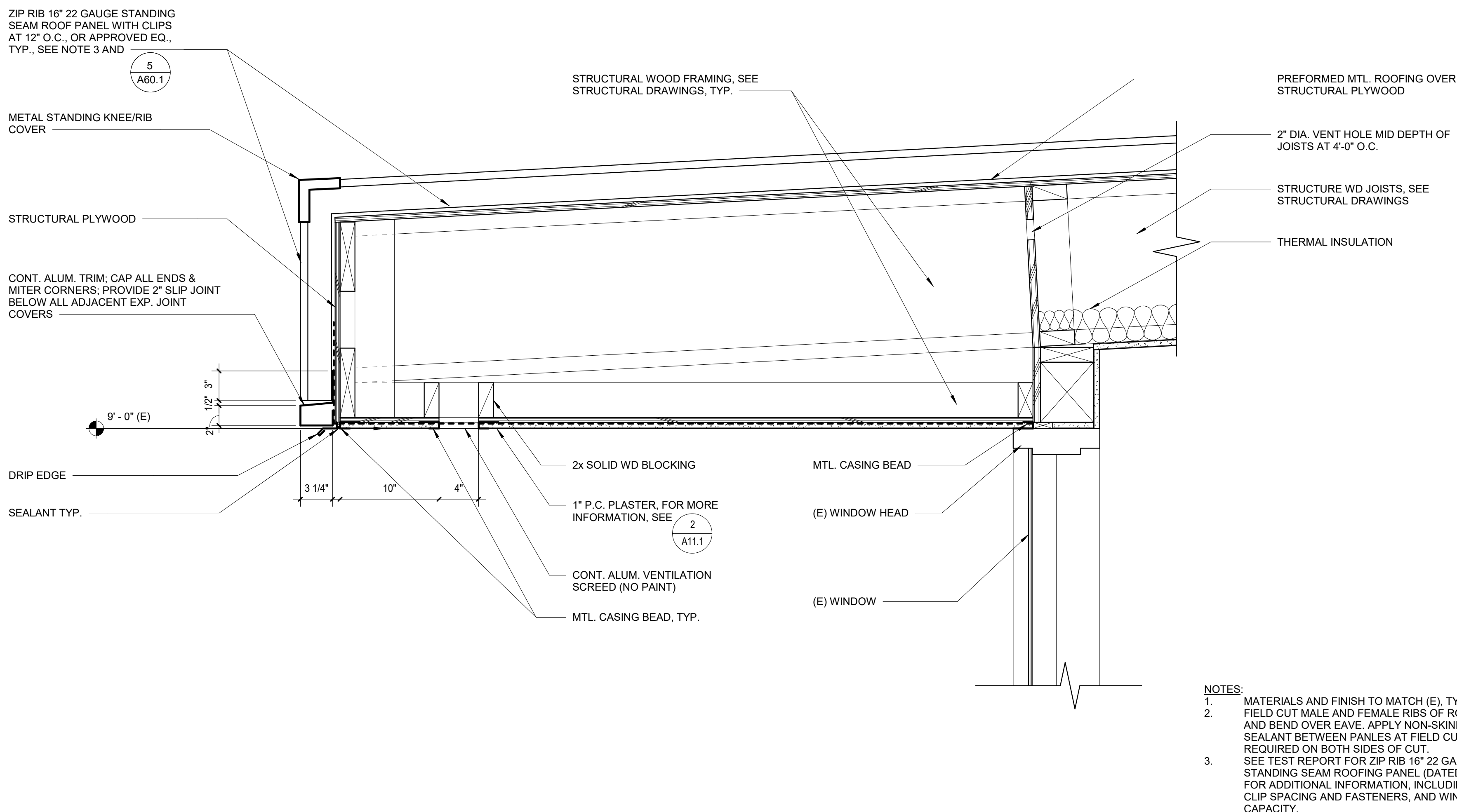
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DETAILS

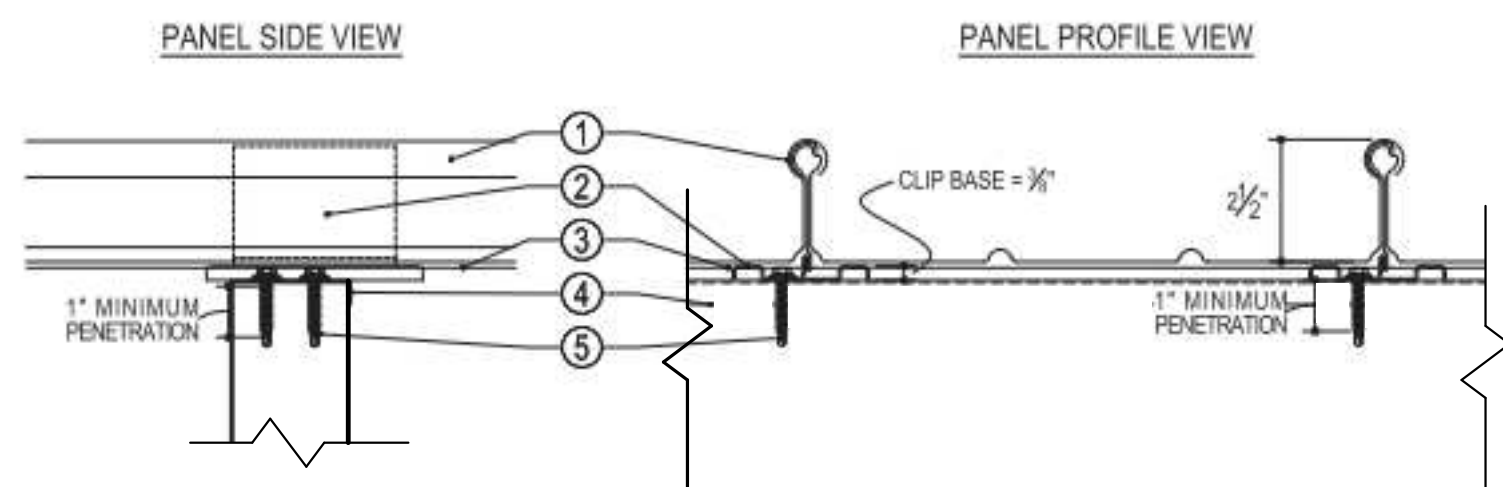


030 FRANKLIN ST, SUITE 210 OAKLAND, CA 94612
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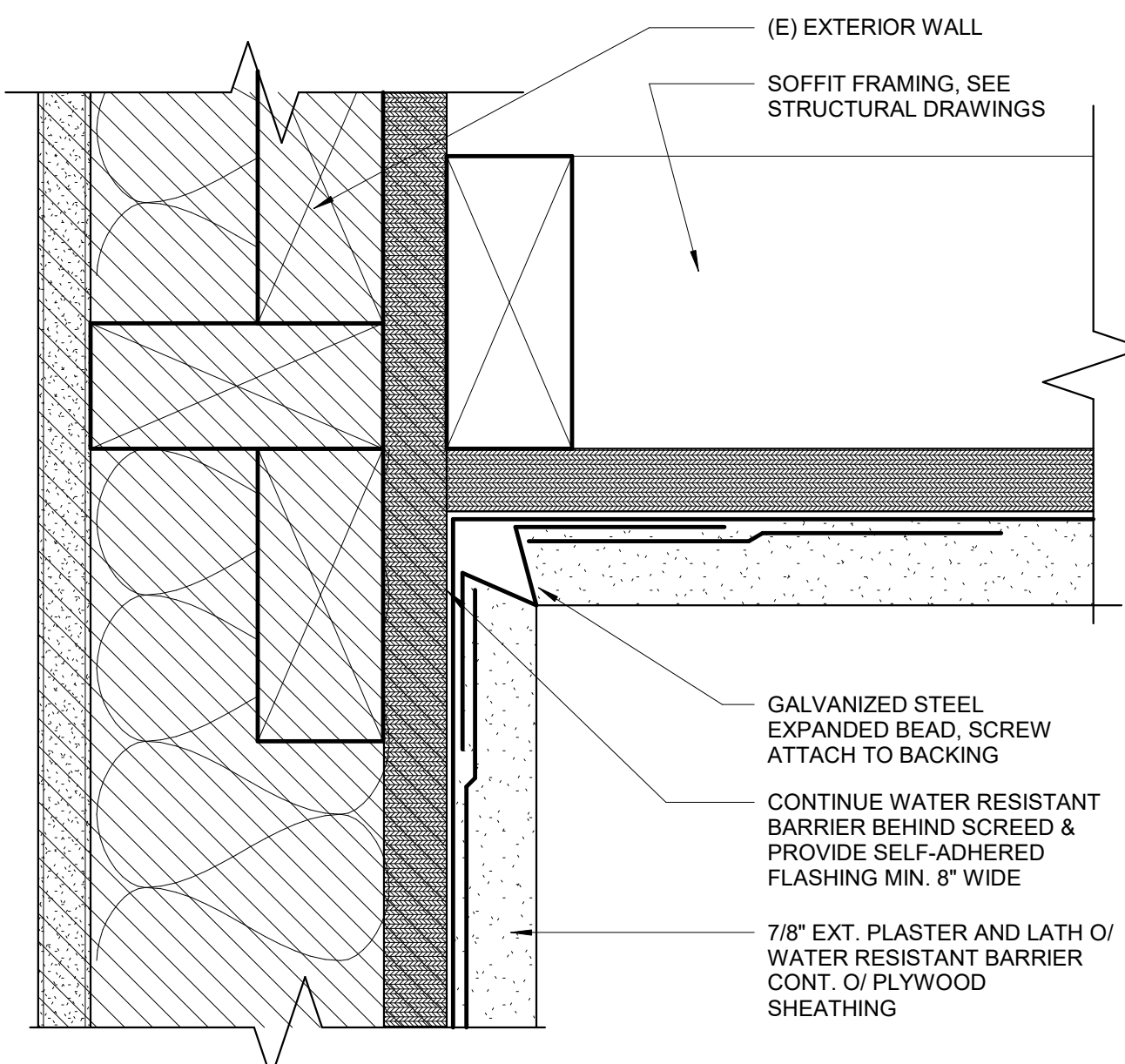
 $1\frac{1}{2}'' = 1'-0''$

2


$$1\frac{1}{2}^{\circ} = 1^{\circ}-0$$

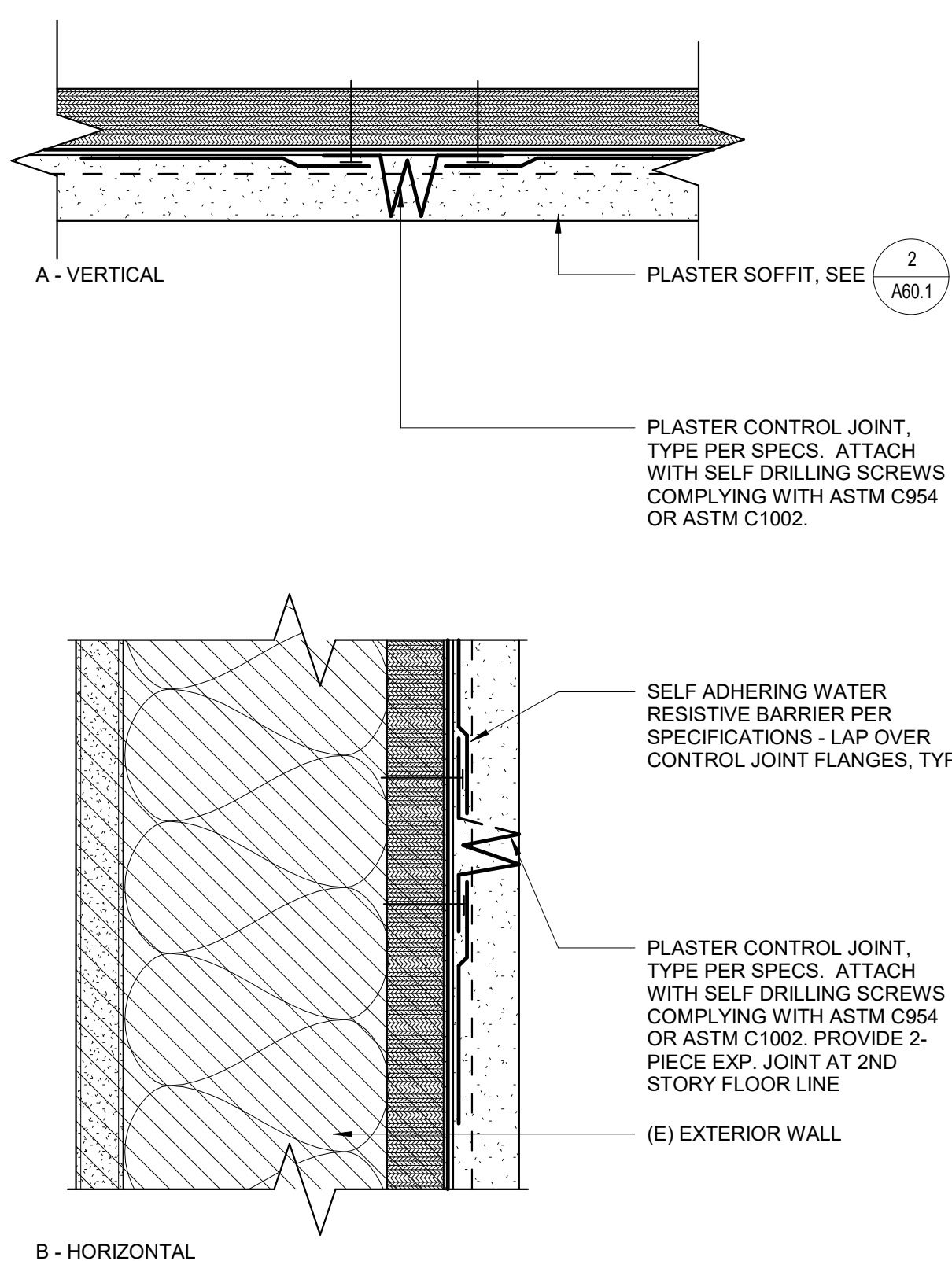
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5


$$6'' = 1'-0''$$

4

4

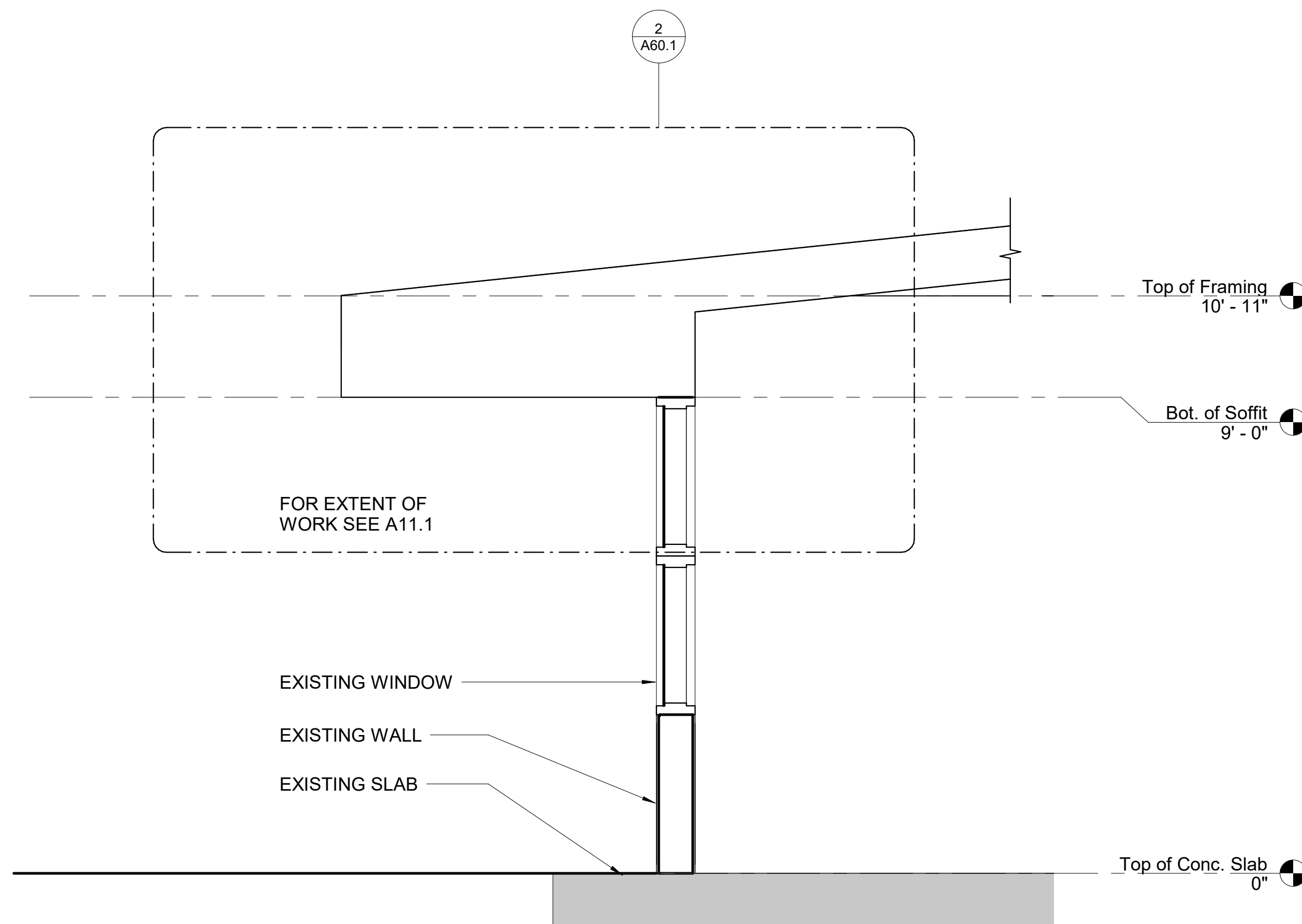


NOTE:
SEE PLANS & ELEVATIONS FOR LOCATIONS
JOINTS AT 10' - 0" O.C., U.O.N.

$$6'' = 1'-0''$$

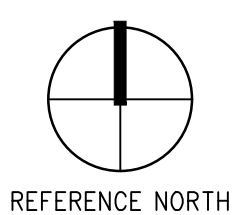
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3 |


$$1/2'' = 1'-0''$$

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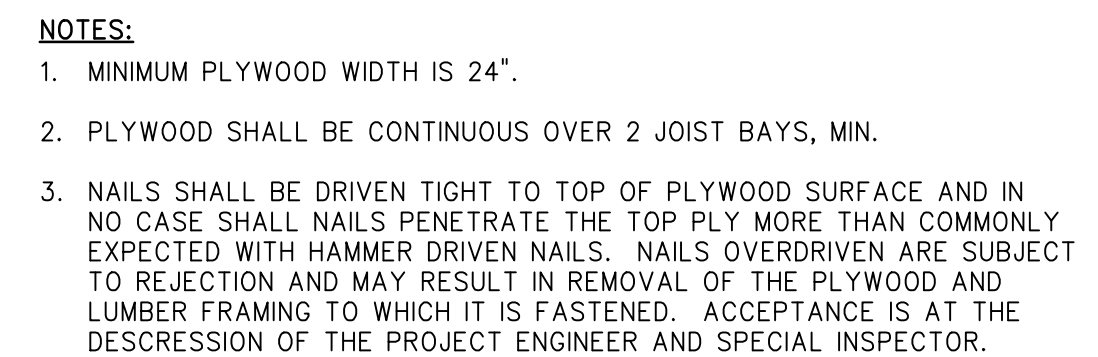
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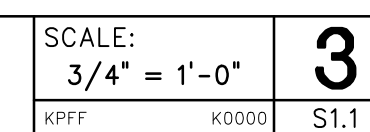
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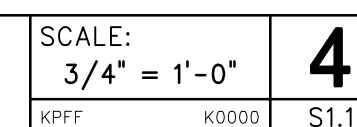
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SCALE:	2
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KPFF	S1.1



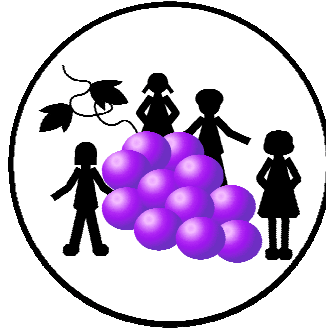
SECTION



SCALE:		5
NONE		
KPFF	KO000	\$1.1

PROJECT NO:	K2300105.00
DATE ISSUED:	03/01/2024
SCALE:	AS NOTED

PARTIAL ROOF FRAMING PLAN & DETAILS



PROJECT MANUAL
INCLUDING SPECIFICATIONS

FOR

**BEAR CREEK HIGH SCHOOL
BUILDING F ROOF REPAIR
DSA APPL #02-122036**

Lodi Unified School District

**10555 THORNTON RD
STOCKTON, CA 95209**

ARCHITECT

SVA ARCHITECTS
1450 Drew Ave., Suite 150
Davis, CA 95618
Telephone: (510) 267-3180

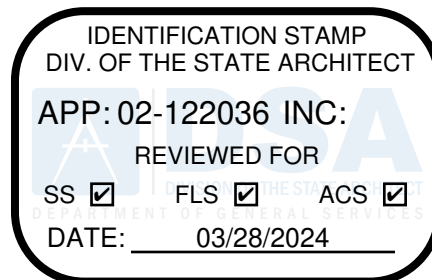
SVA Project Number: 2023-40156

March 14, 2024

SECTION 00 00 01

SEALS PAGE

Specification Approval for:
Bear Creek High School Building F Roof Repair



SECTION 00 01 10

TABLE OF CONTENTS

**PROJECT MANUAL
INTRODUCTORY INFORMATION**

Document 00 01 10 Table of Contents

SPECIFICATIONS GROUP

DIVISION 01 – GENERAL REQUIREMENTS

Section	01 11 00	Summary of Work
	01 20 00	Payment Procedures
	01 25 00	Substitution Procedures w Request Form
	02 26 00	Contract Modification Procedures
	01 30 00	Administrative Requirements
	01 31 00	Project Management and Coordination
	01 32 10	Construction Schedule - Bar Chart
	01 35 15	CALGreen Environmental Requirements
	01 40 00	Quality Requirements
	01 50 00	Temporary Facilities and Controls
	01 60 00	Product Requirements
	01 70 00	Execution Requirements
	01 73 00	Cutting and Patching
	01 74 10	Waste Management
	01 77 00	Closeout Procedures
	01 78 00	Warranties

DIVISION 02 – EXISTING CONDITIONS

Section	02 41 10	Selective Building Demolition
---------	----------	-------------------------------

DIVISION 03 – CONCRETE (Structural Specifications under separate cover.)

Not used.

DIVISION 04 – MASONRY

Not used.

DIVISION 05 – METALS

Not used.

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

Section	06 10 00	Rough Carpentry
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DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section	07 28 00	Weather Barrier/Underlayment
	07 41 15	Standing Seam Metal Roofing
	07 60 00	Flashing and Sheet Metal Galvanized

DIVISION 08 – OPENINGS

Not used.

DIVISION 09 – FINISHES

Section	09 01 20	Plaster Patching
	09 90 00	Painting and Coating

DIVISION 10 – SPECIALTIES

Not used.

DIVISION 11 – EQUIPMENT

Not used.

DIVISION 12 – FURNISHINGS

Not used.

DIVISION 13 – SPECIAL CONSTRUCTION

Not used.

DIVISION 14 – CONVEYING EQUIPMENT

Not used.

DIVISION 21 – FIRE SUPPRESSION

Not used.

DIVISION 22 – PLUMBING

Not used.

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

Not used.

DIVISION 26 – ELECTRICAL

Not used.

DIVISION 27 – COMMUNICATIONS

Not used.

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

Not used.

DIVISION 31 – EARTHWORK

Not used.

DIVISION 32 – EXTERIOR IMPROVEMENTS

Not used.

DIVISION 33 –UTILITIES

Not used.

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Project consists of construction of ***Bear Creek High School Building F Roof Repair*** located at 10555 Thornton Rd, Stockton, CA 95209, as indicated in Contract Documents.
 - 1. Owner reserves right to remove and retain possession of existing items prior to start of Contract.
 - 2. Removal of hazardous material shall be per separately provided hazardous material abatement report prepared by others. Architect shall not be involved in determination, removal or disposal of hazardous materials.

1.2 REQUIREMENTS INCLUDED

- A. This section includes administrative provisions:
 - 1. Work sequence.
 - 2. Contractors use of premises.
 - 3. Building occupancy.
 - 4. Field engineering.
 - 5. Lines and levels.
 - 6. Regulatory requirements and reference standards.
 - 7. Owner furnished Contractor installed products (OFCl).
 - 8. Owner pre-ordered products.

1.3 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner and Architect.
 - 1. Construct Work to accommodate Owner's occupancy requirements during construction period.
- B. Perform construction in phases as indicated.

1.4 CONTRACTORS USE OF PREMISES

- A. Limit use of premises for Work and construction operations and to allow for:
 - 1. Building occupancy.
 - 2. Work by other contractors.
 - 3. Authorized access to restricted areas.
 - 4. Public access to public areas.

- B. Coordinate use of premises and access to site under direction of Owner or Architect.

1.5 BUILDING OCCUPANCY

- A. Building will be occupied during construction for conduct of normal operations; cooperate with Owner to minimize conflict and to facilitate building operations.

1.6 FIELD ENGINEERING

- A. Provide field engineering services; establish lines and levels by use of recognized engineering survey practices.
- B. Locate and protect control and reference points.

1.7 LINES AND LEVELS

- A. Establish lines and levels by use of recognized engineering practices.
- B. Locate and protect control and reference points.

1.8 REGULATORY REQUIREMENTS AND REFERENCE STANDARDS

- A. Regulatory Requirements:
 - 1. Architect has contacted governing authorities and reviewed design requirements of local, state and federal agencies for applicability to Project.
 - 2. Contractor shall be responsible for contacting governing authorities directly for necessary information and decisions bearing upon performance of Work.
- B. Reference Standards:
 - 1. For Products specified by association or trade standards, comply with requirements of referenced standard, except when more rigid requirements are specified or are required by applicable codes.
 - 2. Applicable date of each standard is that in effect as of date on proposal or date on Contract where no proposal is available, except when a specific date is specified.

1.9 OWNER FURNISHED CONTRACTOR INSTALLED PRODUCTS (OFCI)

- A. Select products are to be furnished and paid for by Owner and installed by Contractor:
 - 1. Refer to Drawings and Specifications.
- B. Owner's Responsibilities:
 - 1. Arrange for and deliver shop drawings, product data, and samples to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. Inspect products jointly with Contractor on delivery.
 - 4. Submit claims for transportation damage.
 - 5. Arrange for replacement of damaged, defective, or missing items.

6. Arrange for manufacturer's warranties, inspections, and service.

C. Contractor's Responsibilities:

1. Review shop drawings, product data, and samples.
2. Receive and unload products at site.
3. Inspect jointly with Owner for completeness and damage.
4. Handle, store, and install products.
5. Finish products as required after installation.
6. Repair or replace items damaged by Work of this Contract.

1.10 OWNER PRE-ORDERED PRODUCTS

A. Select products have been pre-ordered by Owner:

1. Refer to Drawings.

B. Owner has negotiated purchase orders for these products for incorporation into Project.

1. Purchase orders are assigned to Contractor; costs shall be included into base bid.
2. Contractor's responsibilities are same as if Contractor negotiated purchase orders.

END OF SECTION

SECTION 01 20 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Special administrative and procedural requirements necessary to prepare and process Application for Payment.

1.2 SCHEDULE OF VALUE

- A. Coordination: Coordinate preparation of Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in Schedule of Values with other required administrative forms and schedules, including application for Payment forms with Continuation Sheets, Submittals Schedule, and Contractor's Construction Schedule.
 - 2. Submit Schedule of Values to Architect at earliest possible date but no later than seven days before date scheduled for submittal of initial Application for Payment.
- B. Format and Content: Use Project Manual table of contents as guide to establish line items for Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include following Project identification on Schedule of Values.
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 3. Provide breakdown of Contract Sum in enough detail to facilitate continued evaluation of Application for Payment and progress reports. Coordinate with Project Manual table of contents.
 - a. Provide several line items for principal subcontract amounts where appropriate.
 - 4. Round amounts to nearest whole dollar; total shall equal Contract Sum.
 - 5. Provide separate line item in Schedule of Values for each part of Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

6. Provide separate line items in Schedule of Value for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of Work.
7. Each item in Schedule of Values and Application for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in Schedule of Values or distributed as general overhead expense at Contractor's option.
8. Schedule Updating: Update and resubmit Schedule of Values before next application for Payment when Change Orders or Construction Change Directives result in a change in Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment: Application for Payment at time of Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Date for each progress payment is indicated in Agreement between Owner and Contractor. Period of construction Work covered by each Application for Payment is period indicated in Agreement.
- C. Payment Application Forms: AIA Document G702 and AIA Document G703 Continuation Sheets as form for Application for Payment.
- D. Application Preparation: Complete every entry on form. Execute by person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal:
 1. Contractor shall provide ten copies of Application for Payment one week prior to Payment Request ("Draw") Meeting, for review of team members.
 2. Contractor shall provide ten wet signed copies of Application for Payment at Payment Request ("Draw") Meeting.
 - a. Provide each copy with transmittal form listing attachments and recording appropriate information about application.

- b. Copies shall include waivers of lien and similar attachments if required.
- F. Waivers of Mechanic's Lien: With each Application for Payment submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of Contract and related to Work covered by payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves right to designate which entities involved in Work must submit waivers.
 - 4. Waiver Forms: Submit waivers of lien on forms executed in manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following.
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Schedule of unit prices.
 - 5. Submittals Schedule (preliminary if not final).
 - 6. List of Contractor's staff assignments.
 - 7. List of Contractor's principal consultants.
 - 8. Copies of building permits.
 - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of Work.
 - 10. Initial progress report.
 - 11. Report of preconstruction conference.
 - 12. Certificates of insurance and insurance policies.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted including but not necessarily limited to following.
 - 1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement accounting for final changes to Contract Sum.
4. AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.
5. AIA Document G706A, Contractor's Affidavit of Release of Liens.
6. AIA Document G707, Consent of Surety to Final Payment.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Completion.
9. Final liquidated damages settlement statement.

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. General: Procedures are described for requesting substitution of unlisted materials in lieu of materials named in Specifications or approved for use in addenda.
 - 1. Provide products listed in Contract Documents, products by manufacturers listed in Contract Documents, and products meeting specified requirements.
 - a. Contract Amount: Base on materials and products included in Contract Documents.
 - b. Where materials and products are listed in Contract Documents, materials and products by manufacturers not listed shall not be used without Owner's and Architect's approval of Contractor's written request for substitution.
 - 2. Purpose: After bidding, substitutions will only be considered where Owner will receive benefit or because specified materials are no longer available due to no fault of Contractor.
 - 3. Purpose: Substitutions will only be considered where Owner will receive benefit or because specified materials are no longer available due to conditions beyond Contractor control.
 - a. Owner benefits either from a Contractor proposed reduction of the Contract amount or from a reduction in Contract time based on acceptance of proposed substitution.
 - b. List proposed cost or time reductions on request for substitution.
 - c. Requests not including a proposed cost or time reduction will not be considered unless Contractor submits supporting information indicating specified materials are not available.
- B. Related Sections:
 - 1. Section 01 60 00: Product requirements.

1.2 SUBSTITUTIONS

- A. Within a period of 35 days after award of Contract, Owner and Architect will consider formal requests for substitutions only from Contractor as specified in 1.1 Summary.
 - 1. Owner and Architect will consider only one request for substitution for each material; where requests are denied Contractor shall be required to provide specified materials.
 - 2. After initial 35-day period, requests will be considered only when a product becomes unavailable through no fault of Contractor; more than one request for substitution will be considered if necessary.
- B. Prior to submittal of second Request for Payment Owner and Architect will consider formal requests for substitutions from Contractor as specified in 1.1 Summary.
 - 1. Owner and Architect will consider only one request for substitution for each material; where requests are denied Contractor shall be required to provide specified materials.
 - 2. After payments begin, requests will be considered only when a product becomes unavailable through no fault of Contractor; more than one request for substitution will be considered if necessary.
- C. Submit each request with sequentially numbered "Substitution Request Transmittal" acceptable to Owner and Architect; submit separate request for each product and support each request with:
 - 1. Product identification with manufacturer's literature and samples where applicable.
 - 2. Name and address of similar projects on which product has been used, and date of installation.
- D. Submit itemized comparison of proposed substitution with product specified and list significant variations.
- E. Submit data relating to changes in construction schedule.
- F. Note effect of substitution on other work, products, or separate contracts.
 - 1. Note if acceptance of substitution could require revision of Contract Documents, Drawings, details or Specifications.
- G. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract price.
 - 1. Include costs to other contractors and costs for revisions to Drawings, details or Specifications.

- H. Substitutions will not be considered for acceptance when:
 - 1. They are indicated or implied on submittals without a formal request from Contractor.
 - 2. They are requested directly by a subcontractor or supplier.
 - 3. Acceptance will require substantial revision of Contract Documents.
- I. Substitute products shall not be ordered without written acceptance of Owner and Architect.
- J. Owner and Architect will determine acceptability of proposed substitutions and reserves right to reject proposals due to insufficient information.

1.3 CONTRACTOR'S REPRESENTATION

- A. Requests constitute a representation that Contractor:
 - 1. Has investigated proposed product and determined it meets or exceeds, in all respects, specified product.
 - 2. Will provide same warranty or longer warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
 - 4. Waives claims for additional costs that subsequently become apparent.
 - 5. Will pay costs of changes to Contract Documents, Drawings, details and Specifications required by accepted substitutions.

1.4 ARCHITECT'S DUTIES

- A. Review Contractor's requests for substitutions with reasonable promptness.
 - 1. Architect will recommend that Owner accept or reject substitution request.
 - 2. Upon request, Architect will provide cost for changes to Contract Documents, Drawings, details and Specifications required for substitutions.
- B. Notify Contractor in writing of decision to accept or reject requested substitution.

CONTRACTOR'S SUBSTITUTION REQUEST

(Use separate form for each request)

Date: _____ Request No.: _____

TO: Architect
Phone: _____ Fax: _____

PROJECT: _____ Project No.: _____
CONTRACTOR _____

SPECIFIED ITEM: _____

Section: _____ Page: _____ Paragraph: _____ Description: _____

Drawing Number(s): _____ Detail Number(s): _____

The undersigned request consideration of the following:

PROPOSED SUBSTITUTION: _____

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEMS: _____

SAVINGS or CREDIT to OWNER for ACCEPTING SUBSTITUTE: \$ _____

PROJECT COMPLETION CHANGE for ACCEPTING SUBSTITUTE Days _____

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. Proposed substitution has been fully checked and coordinated with the Contract Documents.
2. The proposed substitution does not affect dimensions shown on Drawings.
3. The proposed substitution does not require revisions to mechanical or electrical work.
4. The undersigned will pay for changes to the building design, including architectural and engineering design, detailing, and construction costs caused by the requested substitution.
5. The proposed substitution will have no adverse effect on other trades, construction schedule, or warranty.
6. Maintenance and service parts will be locally available for the proposed substitution.
7. The proposed substitution will have no adverse effect on LEED credits (applies to LEED Projects ONLY)
8. The proposed substitution will have no adverse effect on Green Building Requirements where applicable.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Attachments: The attached data is furnished herewith for evaluation of the proposed substitution.

☐ Catalog ☐ Drawings ☐ Samples ☐ Reports ☐ Tests ☐ Other: _____

Submitted by: _____

(Firm) _____
(Authorized Legal Signature)

(Address) _____ (Telephone)

For use by the Architect: ☐ Accepted ☐ Accepted as Noted ☐ Rejected: Submit Specified Item

BY: _____
(Authorized Signature)

Date: _____ Remarks: _____

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: This section specifies administrative and procedural requirements governing Contract modification procedures.
 - 1. Requests for Information (RFI).
 - 2. Change Order.
 - 3. Allowances.
 - 4. Construction Change Directive.
- B. Related Requirements:
 - 1. Section 01 25 00: Substitution procedures.
 - 2. Section 01 30 00: Administrative requirements.

1.2 MINOR CHANGES IN WORK

- A. Architect will issue supplemental instructions authorizing minor changes in Work, not involving adjustment to Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions or similar form.

1.3 REQUESTS FOR INFORMATION

- A. Contractor may submit a written Request for Information (RFI) in format approved by Architect relating to perceived inconsistencies and omissions in Contract Documents.
 - 1. A record of RFI's is to be maintained by Contractor along with information regarding origin of request, date of request, and date request was received from Architect. Number RFI's sequentially based on date of request.
- B. Requests for Information shall be used only as a means of obtaining clarification of information not included in Contract Documents and shall not be used to assist Contractor in preparation of shop drawings or other information required by Contract.
 - 1. Contract Documents are intended to contain enough information to show aesthetic and design intent and to provide information such that construction procedures (means and methods) may be reasonably inferred.
 - 2. Contract Documents are not intended to provide specific information related to means and methods of construction nor are they intended to be exhaustive in content.
- C. Contractor shall carefully review requests for information by subcontractors and suppliers to ascertain if information is in Contract Documents prior to submitting a Request for Information to Architect based on requests by others.

1. Contractor may suggest possible solutions to fit Project conditions where appropriate.
- D. Architect reserves right to return RFI's that do not reasonably relate to necessary clarification of intent of Contract Documents and to charge Contractor for time and materials involved in answering RFI's where information is in Contract Documents.
 1. RFI's shall not be used as a request for substitutions; refer to Section 01 25 00 – Substitution Procedures.

1.4 CHANGE ORDERS

- A. Owner-Initiated Proposal Requests: Architect will issue detailed description of proposed changes in Work that require adjustment to Contract Sum or Contract Time. If necessary, description will include supplemental or revised Drawings and Specifications.
 1. Proposal requests issued by Architect are for information only. Do not consider changer order proposal requests as instruction either to stop work in progress or to execute proposed change.
 2. Within 10 days of receipt of a proposal request, submit estimate of cost necessary to execute change to Architect for Owner's review.
 - a. Include list of quantities of products required and unit costs, with total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 - c. Include a statement indicating effect of proposed change in Work will have on Contract Time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to Contract, Contractor may propose changes by submitting a request for a change to Architect and Owner.
 1. Include statement of reasons for change and effect of change on Work. Provide a complete description of proposed change. Indicate effect of proposed change on Contract Sum and Contract Time.
 2. Include a list of quantities of products required and unit costs with total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 4. Comply with requirements in Section 01 25 00 - Substitution Procedures if proposed change requires substitution of unspecified product or system for specified product or system.

- C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests; other substitute formats shall be submitted to Owner and Architect for approval prior to use.
- D. Change Order Procedures: Contractor shall be directed to proceed with Work upon Owner's approval of Proposal.
 - 1. Architect will issue Change Order for signatures of Owner and Contractor on AIA Form G701 or similar form, including approved Change Order proposals for that time period.
 - 2. Amounts of each Change Order shall be indicated in each Request for Payment including payment status for each individual Change Order.

1.5 ALLOWANCES

- A. Allowance Adjustment: For Contract items bid based on allowance, submit Change Order Proposal on difference between actual purchase amount and allowance, based on work-in-place.
 - 1. Include installation cost in purchase amount only where indicated as part of allowance.
 - 2. When requested, prepare explanations and documentation to substantiate amounts claimed for work done based on allowances.
 - 3. Submit substantiation of a change in Scope of work claimed in Change Orders related to allowances.
 - 4. Owner reserves right to establish actual quantity of work-in-place by independent quantity survey, measure or count.
- B. Submit claims for increase costs because of a change in scope or nature of allowance described in Contract Documents, whether for purchase order amount or Contractor's handling, labor, installation, overhead and profit.
 - 1. Submit claims within 21 days of receipt of Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days.
 - 2. Do not include Contractor's or subcontractor's indirect expense in Change Order cost amount unless it is clearly shown that nature or extent of work has changed from what could have been foreseen from information in Contract Documents.
 - 3. No change to Contractor's indirect expense is permitted for selection of higher or lower-priced materials or systems of same scope and nature as originally indicated.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When Owner and Contractor disagree on terms of Proposal Request, Architect may issue a Construction Change Directive per AIA Form G714 or similar form.
 - 1. Construction Change Directive instructs Contractor to proceed with change in Work, for subsequent inclusion in Change Order.
 - 2. Construction Change Directive contains a complete description of change in Work. It also designates method to be followed to determine change in Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of Work required by Construction Change Directive. Coordinate scheduling with Construction Manager to allow monitoring by Owner if desired.
 - 1. After completion of change, submit itemized account and supporting data necessary to substantiate cost and time adjustments to Contract.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes general procedural requirements for ongoing submittals.
 - 1. Schedule of values.
 - 2. Product data and manufacturer's literature.
 - 3. Shop drawings.
 - 4. Samples.
 - 5. Manufacturers' certificates.
 - 6. Excess materials and attic stock.
 - 7. Deferred approval requirements.
- B. Related Requirements:
 - 1. Section 01 31 00: Project management and coordination.
 - 2. Section 01 32 10: Construction Schedule – Bar Chart.
 - 3. Section 01 40 00: Test reports, manufacturer's field reports, and mock-ups.
 - 4. Section 01 70 00: Manufacturers' instructions.
 - 5. Section 01 77 00: Closeout requirements including Project Record Documents.
 - 6. Section 01 78 00: Warranties.

1.2 GENERAL SUBMITTAL PROCEDURES

- A. Submittals: Transmit each item using form approved by Architect; submit sample to Architect for approval prior to use.
 - 1. Identify Project, Contractor, subcontractor, major supplier.
 - a. Attach sequential identification number for each new submittal.
 - b. Identify each resubmittal using original submittal number and sequential identification clearly indicating item is resubmitted.
 - 2. Identify pertinent Drawing sheet and detail number, and Specification section number as appropriate.
 - 3. Identify deviations from Contract Documents.
 - 4. Provide space for Contractor and Architect review stamps.

5. Contractor: Review and stamp submittals from subcontractors prior to submitting to Architect.
 - a. Review submittals and indicate where conflicts occur with Contract Documents and with work of other subcontractors.
 - b. Return submittals that vary significantly from Contract Documents for correction and resubmittal prior to submitting to Architect.
 - c. Submittals that vary significantly from Contract Documents and that fail to indicate thorough Contractor review prior to submission to Architect will be returned without review.
 - d. Cursory review and stamping of subcontractor submittal by Contractor shall not be acceptable.
- B. Initial Schedules: Submit initial progress schedule and schedule of value in duplicate within 15 working days after award of Contract.
 1. After review by Owner and Architect revise and resubmit where required.
- C. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- D. After Architect review of submittal, revise and resubmit as required, identify changes made since previous submittal.
- E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply.

1.3 TYPES OF SUBMITTALS

- A. General: Project requires various types of submittals to maintain communications, minimize misunderstandings, avoid unnecessary conflicts, and to ensure complete documentation for Project Record Documents.
 1. Maintain complete set of submittals including required revisions.
- B. Construction Schedules: Submit construction progress schedules for Design Team and Owner review and to maintain entire team up-to-date on construction activities.
- C. Schedule of Values: Submit Schedule of Values indicating division of Work, subcontractors to perform work, products being used, and values attributed to each to inform Design Team and Owner.
- D. Action Submittals: Submittals relating to product data and manufacturer's literature, shop drawings, and samples for Design Team review and comment; do not begin fabrication, delivery, or installation until Design Team review is complete.

- E. Information Submittals: Submittals relating to certifications, qualifications, reports, including test reports, and instructions are for information; Design Team may choose to comment but action is not generally anticipated.
 - 1. Manufacturer installation instructions and recommendations shall be considered information submittals.
- F. Design/Build Submittals: Where portion of Work requires design by specialized professionals submit information necessary to ensure work complies with Contract Documents along with certifications signed by qualified professional.
 - 1. Calculations: Do not submit calculations unless specifically required by Contract Documents; submit calculations required by applicable authorities directly to applicable authorities;
 - a. Submit certification by qualified professional indicating required calculations have been prepared and work conforms to Contract Documents and applicable codes and regulations.
- G. Maintenance Materials Submittals: Compile maintenance information and materials during Work to ensure complete set of documents, maintenance manuals, and operation instructions.
- H. Closeout Submittals: Compile closeout submittals, organize, and submit to Owner prior to or at time of Substantial Completion. Project will not be considered Substantially Complete until closeout submittals have been received by Owner.
- I. Material Safety Data Sheets (MSDS): MSDS will only be reviewed by Architect when submitted to show compliance with LEED certification requirements.
 - 1. Non-LEED submittals that include material safety data sheets will be returned for resubmittal.

1.4 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 or another Owner and Architect pre-approved 8-1/2" by 11" paper format; Contractor's standard media-driven printout will be considered on request. Submit within 15 days after award of Contract.
- B. Format: Table of Contents of this Project Manual, with modifications as pre-approved by Owner and Architect; identify each line item with number and title of major Specification sections.
- C. Include in each line item a directly proportional amount of Contractor overhead and profit.
- D. Revise schedule to list change orders for each Application for Payment.
 - 1. Submit subschedule for each phase of Work.

1.5 PRODUCT DATA/MANUFACTURERS' LITERATURE

- A. Action Submittals: Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- B. Information Submittals: Include manufacturers' installation instructions only when required by Specifications or specifically requested by Architect.
 - 1. Maintain copy of manufacturer installation instructions and recommendations in Contractor's field office for review.
- C. Product data shall be submitted as electronic PDF files unless otherwise noted or approved by Architect in advance.
 - 1. Where paper copies are permitted submit number of copies Contractor requires, plus one copy to be retained by Architect.
- D. Submit number of copies Contractor requires, plus one copy to be retained by Architect.

1.6 SHOP DRAWINGS

- A. Shop drawings shall be submitted as electronic PDF files unless otherwise noted or approved by Architect in advance.
 - 1. Where prints are permitted submit one reproducible print; minimum sheet size 8-1/2" by 11".
- B. Shop drawings shall be submitted in reproducible format acceptable to Architect and Owner; computerized PDF files will be acceptable unless otherwise directed.
 - 1. Prints: Submit one reproducible print; minimum sheet size 8-1/2" by 11".
 - 2. Prints: Submit three reproducible prints; minimum sheet size 8-1/2" by 11".
- C. Distribution: After review, reproduce and distribute.

1.7 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for Architect's selection.
- B. Submit samples to illustrate functional characteristics of Product, with integral parts and attachment devices.
- C. Coordinate submittal of different categories for interfacing work.
- D. Include identification on each sample, giving full information.

E. Submit number of samples required by Contractor plus one to be retained by Architect.

1. Maintain one set of approved samples at Project Field Office.

F. Sizes: Provide following sizes unless otherwise specified.

1. Flat or Sheet Products: Minimum 6" square, maximum 12" by 12".
2. Linear Products: Minimum 6", maximum 12" long.
3. Bulk Products: Minimum one pint, maximum one gallon.

G. Full size samples may be used in the Work upon approval.

1.8 MANUFACTURERS' CERTIFICATES

A. Submit certificates, in duplicate in accordance with requirements of each Specification section.

1.9 EXCESS MATERIALS AND ATTIC STOCK

A. Excess Materials: Excess materials shall be considered property of Owner; inform Owner of extent of excess materials and methods required for handling and storage; remove from site excess materials not required by Owner for maintenance stock.

B. Attic Stock: Owner may choose to obtain additional attic stock for maintenance purposes where excess materials are not considered adequate.

1. Owner may require as much as 5% extra materials for maintenance purposes. Exact amount of each material shall be determined by Owner based on following meeting and additional costs determined by Contractor.
 - a. Contractor shall be prepared to order up to 5% extra materials on items that may not be readily available in future such as custom colors, off-shore manufacture, anticipated life span under 5 years, and potential for damage.
 - 1) Do not order extra attic stock until extent is determined and agreed to by Owner including which materials require extra stock and exactly how much those materials will cost including shipping and handling.
 - b. Excess Materials: Furnish excess materials only for materials that have a shelf-life of more than three years.
2. Meeting: Conduct meeting prior to beginning Work to discuss extent of materials Owner would like to receive at Project Closeout for attic stock for maintenance materials; where available include personnel from Owner's maintenance crew.
 - a. Estimate amount of excess materials to be anticipated to be ordered in addition to materials for handling and storage and how those materials will be invoiced and identified regarding material and location in Project.

- b. Determine area necessary for adequate storage, handling, and identifying excess materials and attic stock and discuss with Owner.
 - c. Submit information regarding equipment necessary for handling of excess materials and attic stock due to weight, size, and storage requirements.
 - d. Assist Owner in determining where on-site or off-site additional attic stock for maintenance purposes will be delivered and stored.
- 3. Additional Costs: After meeting submit to Owner detailed listing of additional costs for each material Owner may like to receive for attic stock and assist Owner in modifying listing to determine acceptable final costs.
 - a. Include unit prices for desired attic stock where excess materials are not adequate for Owner maintenance stock.
- 4. Substantial Completion: Submit Construction Bulletin at Substantial Completion indicating changes to Contract Amount for attic stock including unit price totals for materials where excess materials are not adequate.
- 5. Final Completion: Ensure attic stock has been received, identified, cataloged, and stored at locations agreed upon with Owner based on Change Order indicating amounts finally agreed to by Owner.

1.10 DEFERRED APPROVAL REQUIREMENTS

- A. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by Architect or Engineer of Record responsible for Project design.
- B. Deferred Approval Items shall be signed by California registered architect or professional engineer delegated responsibility covering specific work shown requiring approval by Division of the State Architect.
 - 1. Deferred approval items for this Project include but may not be limited to following:
 - a.
 - 2. Deferred approval drawings and specifications become part of the approved submittal documents for the Project when they are submitted to and approved by Division of the State Architect.
 - 3. Submit four prints of each drawing. Drawings shall include empty 7" by 9" space on first sheet reserved for Architect to add "General Conformance Block" required for DSA.
 - 4. Submit four copies of calculations, product data and test reports.
 - 5. Identify and specify supports, fasteners, spacing, penetrations, etc., for each deferred approval items, including calculations for each fastener.

6. Submit documents to Architect of Record for review.
7. Deferred submittal documents shall bear stamp and signature of architect or engineer licensed in State of California and responsible for work shown on deferred submittal documents.
8. Architect of Record will forward submittal to appropriate Project Engineer.
9. Review of Project Architect or Engineer of Record is for conformance with design concept shown on Contract Documents. Neither Architect or Engineer of Project shall be responsible for review for correctness of deferred approval items.
10. After review by Architect/Engineer of Record, Architect of Record will forward two copies of submittal to Division of the State Architect for approval.
11. Respond to review comments made by Division of the State Architect and revise and resubmit submittal for final approval.
12. Architect of Record will forward two copies of final revised submittal to the Division of the State Architect for approval.
13. The Division of the State Architect will return one copy of final submittal to the Architect of Record.
14. Architect of Record will forward one copy of evidence of submittal approval by Division of the State Architect for final distribution by General Contractor.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Description of Project management and coordination including but not necessarily limited to the following:
 - 1. General Project coordination procedures.
 - 2. Coordination drawings.
 - 3. Staff names.
 - 4. Administrative and supervisory personnel.
 - 5. Project meetings.
- B. Related Sections:
 - 1. Section 01 30 00: Administrative requirements.
 - 2. Section 01 79 00: Demonstration and training.

1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in various Specifications sections to ensure efficient and orderly installation of each part of Work.
 - 1. Coordinate construction operations that depend on each other for proper installation, connection, and operation.
 - 2. Coordinate work to assure efficient and orderly sequence of installation of construction elements.
 - 3. Make provisions for accommodating items installed by Owner or under separate contracts.
- B. Prepare memoranda for distribution to each party involved as needed, outlining special procedures required for coordination.
 - 1. Include required notices, reports, and list of attendees at meetings; include Architect and Owner in distribution.
- C. Verify characteristics of interrelated operating equipment are compatible; coordinate work having interdependent responsibilities for installing, connection to, and placing such equipment in service.

- D. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.
 - 1. Follow routing shown for pipes, ducts, and conduits as closely as possible; make runs parallel with lines of building.
 - 2. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated; coordinate locations of fixtures and outlets with finish elements.
- F. Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other construction activities and activities of other contractors to avoid conflicts and ensure orderly progress of Work.

1.3 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings for areas where space availability is limited and necessitates maximum utilization of space for components and where separate entities, products, and materials require coordination.
 - 1. Require each subcontractor with items located in ceiling space to furnish coordination drawings of their items to assist in preparation of Contractor's Coordination Drawings.
 - 2. Indicate relationship of components shown on separate Shop Drawings.
 - 3. Indicate required installation sequences.
 - 4. Ceiling Spaces: Take special care to coordinate structure, ceiling systems, equipment located in ceiling spaces, fire protection systems, mechanical systems, and electrical systems.
- B. Staff Names: Immediately after receipt of notice to proceed or immediately after signing of Contract by Owner and Contractor, submit list of principal staff assignments, including superintendent and other personnel in attendance at Project site.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.4 SUPERVISORY AND ADMINISTRATIVE PERSONNEL

- A. Provide supervisory personnel, in addition to Project Superintendent, as required for proper and timely performance of Work and coordination of subcontracts.
- B. Provide administrative staff as required to allow Project Superintendent and supervisory personnel to allocate maximum time to Project supervision and coordination.

1.5 PROJECT MEETINGS

- A. Schedule and administer Project meetings throughout progress of Work:

1. Pre-construction meeting.
 2. Progress meetings at weekly intervals.
 3. Pre-installation conferences.
 4. Coordination meetings.
 5. Special meetings.
- B. Make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies within two days to Architect, Owner, participants, and those affected.
- C. Attendance: Job superintendent, major subcontractors and suppliers as appropriate to agenda; Architect, Owner, and Owner and Architect's consultants as appropriate to agenda topics for each meeting.
- D. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments, delivery schedules, submittals, requests for information, maintenance of quality standards, pending changes and substitutions, and issues needing resolution.

END OF SECTION

SECTION 01 32 10

CONSTRUCTION SCHEDULE - BAR CHART

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. References.
- B. Performance requirements.
- C. Qualifications.
- D. Quality Assurance.
- E. Project record documents.
- F. Submittals.
- G. Review and evaluation.
- H. Format.
- I. Cost and schedule reports.
- J. Early work schedule.
- K. Construction schedule.
- L. Short interval schedule.
- M. Requested time adjustment schedule.
- N. Recovery schedule.
- O. Updating schedules.
- P. Distribution.

1.2 REFERENCES

- A. Construction Planning and Scheduling Manual - A Manual for General Contractors and the Construction Industry, The Associated General Contractors of America (AGC).
- B. National Weather Service - Local Climatological Data.

1.3 PERFORMANCE REQUIREMENTS

- A. Ensure adequate scheduling during construction activities so work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.

- B. Ensure coordination of Contractor and subcontractors at all levels.
- C. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of materials and equipment.
- D. Ensure on-time delivery of Owner furnished materials and equipment.
- E. Ensure coordination of jurisdictional reviews.
- F. Assist in preparation and evaluation of applications for payment.
- G. Assist in monitoring progress of work.
- H. Assist in evaluation of proposed changes to Contract Time.
- I. Assist in evaluation of proposed changes to Construction Schedule.
- J. Assist in detection of schedule delays and identification of corrective actions.

1.4 QUALIFICATIONS

- A. Scheduler: Personnel with 3 years minimum experience in scheduling construction work of a complexity and size comparable to this Project.
- B. Administrative Personnel: 3 years minimum experience in using and monitoring schedules on comparable projects.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- B. In the event of discrepancy between the AGC publication and this section, provisions of this section shall govern.

1.6 PROJECT RECORD DOCUMENTS

- A. Submit record documents under provisions of Section 01 77 00.
- B. Submit one reproducible and two copies of final Record Construction Schedule which reflects actual construction of this Project.
- C. Record schedule shall be certified for compliance with actual way project was constructed.
- D. Receipt of Record Construction Schedule shall be a condition precedent to any retainage release or final payment.

1.7 SUBMITTALS

- A. Within 7 days from the Notice of Award submit proposed Early Work Schedule and

preliminary Cost Report defining activities for first 60 days of Work.

- B. Within 45 days from the Notice of Award submit proposed Construction Schedule and final Cost Report.
- C. Submit updated Construction Schedule at least 10 days prior to each Application for Payment.
- D. Submit Short Interval Schedule at each Construction Progress Meeting.
- E. Submit Time Adjustment Schedule within 10 days of commencement of a claimed delay.
- F. Submit Recovery Schedules as required by completion of work.
- G. Submit one reproducible and two copies of each schedule and cost report.

1.8 REVIEW AND EVALUATION

- A. Early Work Schedule shall be reviewed during Preconstruction Conference with Owner and Architect.
- B. Within 5 days of receipt of Owner and Architect's comments provide satisfactory revision to Early Work Schedule or adequate justification for activities in question.
- C. Acceptance by Owner of corrected Early Work Schedule shall be a condition precedent to making any progress payments for first 60 days of Contract.
- D. Cost loaded values of Early Work Schedule shall be a basis for determining progress payments during first 60 days of Contract.
- E. Participate in joint review of Construction Schedule and Reports with Owner and Architect.
- F. Within 7 days of receipt of Owner and Architect's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.
- G. In the event that an activity or element of work is not detected by Owner or Architect review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.
- H. Acceptance by Owner of corrected Construction Schedule shall be a condition precedent to making any progress payments after first 60 days of Contract.
- I. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.
- J. Review and acceptance by Owner and Architect of Early Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, or cost loading stated or implied on schedules.

1.9 FORMAT

- A. Shall be fully developed horizontal bar-chart-type schedule prepared under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.
- B. Provide separate bar for each activity or operation.
- C. Activity shall not have a duration longer than 14 days or a value over \$20,000.00 except non-construction activities for procurement and delivery.
- D. Prepare schedule on sheet of sufficient width to clearly show data.
- E. Provide continuous heavy vertical line identifying first day of week.
- F. Provide continuous subordinate vertical line identifying each day of week.
- G. Identify activities by number, description, and cost.
- H. Show each activity in proper sequence.
- I. Indicate graphically sequences necessary for related activities.
- J. Provide legend of symbols and abbreviations used.

1.10 COST AND SCHEDULE REPORTS

- A. Activity Analysis: Tabulate each activity and identify for each activity:
 - 1. Description.
 - 2. Interface with outside contractors or agencies.
 - 3. Duration.
 - 4. Start date.
 - 5. Finish date.
 - 6. Actual start date.
 - 7. Actual finish date.
 - 8. Monetary value keyed to Schedule of Values.
 - 9. Responsibility.
 - 10. Percentage complete.
 - 11. Variance positive or negative.
- B. Cost Report: Tabulate each activity and identify for each activity:

1. Description.
2. Total cost.
3. Percentage complete.
4. Value prior to current period.
5. Value this period.
6. Value to date.

1.11 EARLY WORK SCHEDULE

- A. Shall establish scope of work to be performed during the first 60 days of Contract.
- B. Shall contain the following phases and activities:
 1. Procurement activities to include mobilization, shop drawings and sample submittals.
 2. Identification of key and long-lead elements and realistic delivery dates.
 3. Construction activities in units of whole days limited to 14 days for each activity except non-construction activities for procurement and delivery.
 4. Approximate cost and duration of each activity.
- C. Shall contain seasonal weather considerations. Seasonal rainfall shall be 10 year average for the month as evidenced by Local Climatological Data obtained from U.S. National Weather Service.
- D. Activities shall be incorporated into Construction Schedule.
- E. No application for payment will be evaluated or processed until Early Work Schedule has been submitted and reviewed.
- F. Shall be updated on a monthly basis while Construction Schedule is being developed.
- G. Failure to submit an adequate or accurate Early Work Schedule or failure to submit on established dates will be considered a substantial breach of Contract.

1.12 CONSTRUCTION SCHEDULE

- A. Shall include Early Work Schedule as first 60 days of Construction Schedule.
- B. Shall be a fully developed horizontal bar-chart-type schedule.
- C. Shall indicate a completion date for project that is no later than required completion date.
- D. Conform to mandatory dates specified in the contract documents.

- E. Should schedule indicate a completion date earlier than any required completion date, Owner or Architect shall not be liable for any costs should project be unable to be completed by such date.
- F. Seasonal weather shall be considered in planning and scheduling of all work. Seasonal rainfall shall be 10 year average for the month as evidenced by Local Climatological Data obtained from U.S. National Weather Service.
- G. Provide sub-schedules to define critical portions of entire schedule.
- H. Indicate procurement activities, delivery and installation of Owner furnished material and equipment.
- I. Level of detail shall correspond to complexity of work involved.
- J. As developed shall show sequence of activities required for complete performance of Work.
- K. Shall be logical and show a coordinated plan of Work.
- L. Show order of activities. Include specific dates of completion.
- M. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
- N. Failure to include any activity shall not be an excuse for completing all work by required completion date.
- O. An activity shall meet the following criteria:
 - 1. Any portion or element of work, action, or reaction that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - 2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
 - 3. Responsibility shall be identified with a single performing entity.
 - 4. Additional codes shall identify building, floor, bid item and CSI classification.
 - 5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
- P. For major equipment and materials show a sequence of activities including:
 - 1. Preparation of shop drawings and sample submissions.
 - 2. Review of shop drawings and samples.

3. Finish and color selection.
 4. Fabrication and delivery.
 5. Erection or installation.
 6. Testing.
- Q. Include a minimum of 15 days prior to completion date for punch lists and clean up. No other activities shall be scheduled during this period.

1.13 SHORT INTERVAL SCHEDULE

- A. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
- B. Prepare schedule on sheet of sufficient width to clearly show data.
- C. Identify activities by same description as Construction Schedule.
- D. Show each activity in proper sequence.
- E. Indicate graphically sequences necessary for related activities.
- F. Indicate activities completed or in progress for previous 2 week period.
- G. Indicate activities scheduled for succeeding 2 week period.
- H. Further detail may be added if necessary to monitor schedule.

1.14 REQUESTED TIME ADJUSTMENT SCHEDULE

- A. Updated Construction Schedule shall not show a completion date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
- B. If an extension of time is requested a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to Owner and Architect.
- C. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of work.
- D. Extension request shall include forecast of project completion date and actual achievement of any dates listed in Agreement.
- E. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
- F. Schedule shall be a fully developed horizontal bar-chart-type schedule.
- G. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.

- H. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time.
- I. Activity delays shall not automatically constitute an extension of Contract Time.
- J. Failure of subcontractors shall not be justification for an extension of time.
- K. Extensions will be granted only to extent that time adjustments extend Contract completion date.
- L. Owner shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
- M. Owner shall not be responsible or liable for any construction acceleration due to failure of Owner to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.
- N. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within 10 days after commencement of a delay it is mutually agreed that delay does not require a Contract time extension.

1.15 RECOVERY SCHEDULE

- A. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
- B. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule.
- C. Maximum duration shall be one month and shall coincide with payment period.
- D. Ten days prior to expiration of Recovery Schedule verification to determine if activities have regained compliance with Construction Schedule will be made. Based upon this verification the following will occur:
 - 1. Supplemental Recovery Schedule will be submitted to address subsequent payment period.
 - 2. Construction Schedule will be resumed.

1.16 UPDATING SCHEDULES

- A. Review and update schedule at least 10 days prior to submitting an Application for Payment.
- B. Approved change orders which affect schedule shall be identified as separate new activities.
- C. Change orders of less than \$20,000.00 value or less than 3 days duration need not be

shown unless completion date is affected.

- D. Maintain schedule to record actual prosecution and progress.
- E. No other revisions shall be made to schedule unless authorized by Owner.
- F. Provide narrative Progress Report at time of schedule update which details the following:
 - 1. Activities or portions of activities completed during previous reporting period.
 - 2. Actual start dates for activities currently in progress.
 - 3. List of major construction equipment used during reporting period and any equipment idle.
 - 4. Number of personnel by craft engaged on Work during reporting period.
 - 5. Progress analysis describing problem areas.
 - 6. Current and anticipated delay factors and their impact.
 - 7. Proposed corrective actions for Recovery Schedule.
 - 8. Proposed modifications, additions, deletions and changes in Construction Schedule.
- G. Schedule update will form basis upon which progress payments will be made.
- H. Owner will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.17 DISTRIBUTION

- A. Following joint review and acceptance of updated schedules distribute copies to Owner, Architect, and all other concerned parties.
- B. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

END OF SECTION

SECTION 01 35 15

CALGREEN ENVIRONMENTAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Comply with CALGreen environmental requirements related to energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality.
 - 1. Comply with specific CALGreen requirements as adopted by authorities having jurisdiction and applicable to Project.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. Mandatory Measures: Comply with CALGreen Mandatory Measures applicable to Project.
 - 1. Design team and construction team are each required to participate to maximum degree possible to achieve CALGreen environmental requirements.
 - 2. Contract Documents are not intended to limit alternative means of achieving environmental requirements.
 - a. Suggestions from Contractor, subcontractors, suppliers, and manufacturers for achieving environmental requirements are encouraged; team approach is also encouraged.
 - 3. Voluntary Tiers: Verify extent of Voluntary Tiers applicability to Project.
 - a. Construction team is encouraged to work with Owner and Design Team to incorporate additional measures as defined in CALGreen Appendixes.
 - b. Contact Owner and Architect regarding extent of intent of Project to reach Voluntary Tiers, additional work necessary to achieve enhanced Voluntary Tiers, and potential costs involved in achieving each Voluntary Tier.
 - c. Construction team is required to achieve Mandatory Measures and Voluntary Tiers as applicable, and to achieve as much as possible without unacceptable cost impact or schedule impact as determined by Owner.
- B. Requirements: Construction team is required to review CALGreen requirements relative to Project related to following.
 - 1. Energy Efficiency: Comply with California Energy Commission requirements.
 - 2. Water Efficiency and Conservation: Comply with requirements for both indoor and outdoor water use.
 - 3. Material Conservation and Resource Efficiency:

- a. Nonresidential Projects: Provide weather-resistant exterior wall and foundation envelope including prevention of landscape irrigation spray on structures (if any) and prevent water intrusion at exterior entries.
 - b. Residential Projects: Seal openings and penetrations in building envelope
Construction Waste:
 - c. Provide construction waste management plan as defined by CALGreen with demolition and construction waste diverted from landfill by recycling or salvage for reuse.
 - d. Nonresidential Projects Building Maintenance and Operation: Provide for commissioning requirements as required by CALGreen including but not limited to testing, documentation and training, testing and adjusting.
 - e. Residential Projects Building Maintenance and Operation: Provide operation and maintenance data as required by CALGreen.
4. Nonresidential Projects Environmental Quality: Comply with following as adopted by authorities having jurisdiction and as applicable to Project.
- a. Fireplaces: Comply with requirement for fireplaces (if any) to be direct-vent sealed-combustion gas type or sealed wood-burning fireplace, woodstove, or pellet stove.
 - b. Mechanical Equipment Pollution Control: Cover duct and related air distribution component openings to prevent dust and debris accumulation.
 - c. Finish Material Pollution Control: Comply with CALGreen requirements for volatile organic compound (VOC) emissions including but not necessarily limited to following (as applicable):
 - 1) Adhesives, sealants and caulks.
 - 2) Paints and coatings.
 - 3) Carpet systems including carpet, carpet cushion, and adhesives.
 - 4) Resilient flooring systems.
 - 5) Composite wood products formaldehyde limitations.
 - d. Filters: Comply with requirements for mechanically ventilated buildings to have air filtration media for outside and return air prior to occupancy.
 - e. Environmental Tobacco Smoke (ETS) Control: Comply with CALGreen requirements for ETS.
 - f. Interior Moisture Control: Comply with California Building Code requirements and CALGreen requirements for vapor retarder at concrete slab foundations and capillary break (aggregate base).
 - g. Building Material Moisture Content: Do not use water damaged building materials, remove and place wet and high moisture content insulation, and do not enclose wall or floor framing when moisture content exceeds 19%.

- h. Indoor Air Quality: Comply with CALGreen requirements for outside air delivery and carbon dioxide monitoring.
 - i. Environmental Comfort: Comply with CALGreen requirements for whole acoustical control and interior sound control.
 - j. Outdoor Air Quality: Comply with CALGreen requirements for reduction of greenhouse gases and ozone depletion.
- C. Planning and Design: Construction team shall coordinate with Design Team regarding Project Planning and Design methods related to CALGreen requirements related to Project design and shall comply with requirements related to construction.

1.3 QUALITY ASSURANCE

- A. Project Management and Coordination: Contractor to identify one person on Contractor's staff to be responsible for CALGreen issues compliance and coordination.
 - 1. Experience: Environmental project manager to have experience relating to CALGreen building construction.
 - 2. Responsibilities: Carefully review Contract Documents for CALGreen issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.
 - a. Submittals: Collect, compile, verify, and maintain sufficient information for submittals indicating compliance with applicable CALGreen requirements.
 - 3. Meetings: Discuss CALGreen Goals at following meetings.
 - a. Pre-construction meeting.
 - b. Pre-installation meetings.
 - c. Regularly scheduled job-site meetings.
- B. CALGreen Issues Criteria: Comply with requirements listed in CALGreen and various Specification sections.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General Issues: Do not use materials with moisture stains or with signs of mold or mildew.
 - 1. Moisture Stains: Materials that have evidence of moisture damage, including stains, are not acceptable, including both stored and installed materials; immediately remove from site.
 - 2. Mold and Mildew: Materials that have evidence of growth of molds or of mildew are not acceptable, including both stored and installed materials; immediately remove from site.

2.2 SUBSTITUTIONS

- A. Substitutions Environmental Issues: Requests for substitutions shall comply with requirements specified in Section 01 25 00 – Substitution Procedures, with following additional information required where environmental issues are involved.
 - 1. Indicate each proposed substitution complies with CALGreen requirements.
 - 2. Owner and Architect reserve right to reject proposed substitutions where CALGreen information is not provided and where substitution may impact mandatory requirements or Project voluntary tier requirements.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Environmental Issues: Protect interior materials from water damage; where interior products not intended for wet applications are exposed to moisture, immediately remove from site.
 - 1. Protect installed products using methods that do not support growth of molds and mildews. Immediately remove from site materials with mold and materials with mildew.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes general quality control requirements.
 - 1. General quality control.
 - 2. Manufacturers' field services.
 - 3. Mock-ups.
 - 4. Independent testing laboratory services and inspections.
- B. Related Requirements:
 - 1. Refer to applicable codes and Specifications sections for test requirements.

1.2 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.3 MANUFACTURER'S FIELD SERVICES

- A. When specified in respective Specification sections, require manufacturer or supplier to have qualified personnel provide on-site observations and recommendations.
 - 1. Observe field conditions, including conditions of surfaces and installation.
 - 2. Observe quality of workmanship.
 - 3. Provide recommendations to assure acceptable installation and workmanship.
 - 4. Where required, start, test, and adjust equipment as applicable.
- B. Representative shall submit written report to Architect or Owner listing observations and recommendations.

1.4 MOCK-UPS

- A. Erect field samples and field mock-ups at locations on site as approved in advance and in accordance with requirements where included in Specifications section.
 - 1. Test mock-ups requiring special equipment may be erected at location having access to necessary equipment; coordinate with Architect.
- B. Field samples and mock-ups not approved and not capable of being acceptably revised shall be removed from site.
- C. Approved field samples and mock-ups may be used as part of Project.

1.5 TESTING LABORATORY SERVICES AND INSPECTIONS

- A. Testing laboratory services and inspections specified and required by applicable codes and regulations will be performed by firms independent of firms related to construction operations and shall be acceptable to applicable authorities.
 - 1. Notify Owner immediately where potential conflict of interest may be involved with testing laboratories or inspection services for Project.
 - 2. Owner or Architect may also require independent testing of items where doubts exist that product or system does not conform to Contract Documents.
 - 3. Owner will employ and pay for testing laboratory and special inspectors to provide Project specific testing and inspections under applicable codes and Specification sections except where indicated otherwise.
 - a. Owner employment of testing laboratory and inspectors shall not relieve Contractor of obligation to perform Work in accordance with requirements of applicable codes and Contract Documents.
 - 1) Laboratory and inspectors may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - b. Retesting required because of non-conformance to specified requirements shall be performed by Owner's testing laboratory.
 - 1) Payment for retesting shall be charged to Contractor by deducting inspection and testing charges from Contract amount.
 - c. Owner provided testing shall be limited to Project specific testing and shall not include general tests or approvals of materials, equipment or systems.
 - d. Owner provided inspections shall be limited to Project design team inspections and special inspectors required by applicable authorities.
- B. Services shall be performed in accordance with requirements of governing authorities and with specified standards.
- C. DSA Projects: Testing and inspections shall be performed in accordance with DSA 103 Form.
- D. Reports will be submitted to Architect in duplicate giving observations and results of tests and inspections, indicating compliance or non-compliance with specified standards and with Contract Documents.
 - 1. Where required, testing laboratory and inspectors will submit copy of tests and inspections directly to enforcing agency.

- E. Contractor shall cooperate with testing laboratory and inspection personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
- 1. Notify Owner, Architect, inspectors, and testing laboratory sufficiently in advance of expected time for operations requiring inspection and testing services.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes temporary construction facilities and temporary controls.
 - 1. Electricity and lighting.
 - 2. Heat and ventilation.
 - 3. Water and sanitary facilities.
 - 4. Construction aids.
 - 5. Temporary enclosures.
 - 6. Barriers.
 - 7. Cleaning during construction.
 - 8. Project identification.
 - 9. Field offices.
 - 10. Cellular telephone service.
 - 11. Storage.
- B. Related Requirements:
 - 1. Section 01 70 00: Progress cleaning and final cleaning.
 - 2. Section 01 74 10: Waste management.
- C. Provide temporary construction facilities and temporary controls as required to conform to applicable authorities and as required to complete Project in accordance with Contract Documents.
 - 1. Authorities: Contact governing authorities to establish extent of temporary facilities and temporary controls required by authorities.
 - 2. Building Manager: Contact Building Manager to establish extent of temporary facilities and temporary controls required by building management.

1.2 ELECTRICITY AND LIGHTING

- A. Provide electrical service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
 - 1. Connection to existing electrical service is permitted.
 - 2. Owner will pay costs of energy used from existing on-site services.
 - 3. Provide separate metering and reimburse Owner for costs of energy used from existing on-site services.

- B. Provide lighting for construction operations.
 - 1. Permanent lighting may be used during construction; maintain lighting and make routine repairs.
- C. Owner will pay costs of energy used from existing on-site services.
- D. Provide separate metering and reimburse Owner for costs of energy used from existing on-site services.

1.3 HEAT AND VENTILATION

- A. Provide heat and ventilation as required to maintain specified conditions for construction operation, to protect materials and finishes from damage due to temperature and humidity.
- B. Coordinate use of existing facilities with Owner.
 - 1. Supplement with temporary units as required to maintain specified conditions for construction operations, and to protect materials and finishes from damage due to temperature or humidity.
- C. Owner will pay costs of energy used from existing on-site services.

1.4 WATER AND SANITARY FACILITIES

- A. Provide water service required for construction operations; extend branch piping with outlets located so water is available by use of hoses.
 - 1. Connection to existing facilities is permitted.
 - 2. Owner will pay for water used from existing on-site services.
- B. Provide and maintain required sanitary facilities and enclosures.
 - 1. Existing facilities shall not be used.
 - 2. Where existing sanitary facilities are designated to be used during construction operations maintain in sanitary condition. Verify availability with Building Management prior to beginning on-site work.

1.5 CONSTRUCTION AIDS

- A. Noise, Dust and Pollution Control: Provide materials and equipment necessary to comply with local requirements for noise, dust and pollution control.
- B. Fire Protection: Maintain on-site fire protection facilities as required by applicable authorities and insurance requirements.
- C. Security: Protect Site and Work; prevent unauthorized entry, vandalism, and theft.
 - 1. Coordinate with Owner's security program.

- D. Dewatering: Provide and operate drainage and pumping equipment; maintain excavations and site free of standing water.
- E. Use of Existing Facilities: Verify availability of existing facilities for construction operations with Owner prior to beginning on-site construction.
 - 1. Existing stairs shall not be used.
 - 2. Designated existing stairs may be used by construction personnel; coordinate with Owner.
 - 3. Existing elevators shall not be used.
 - 4. Designated elevators may be used, coordinate use with Owner; provide protective coverings for finish surfaces of elevator cars and entrances.

1.6 ENCLOSURES

- A. Temporary Closures: Provide temporary weather-tight closures for exterior openings for acceptable working conditions, for protection for materials, to protect interior materials from dampness, for temporary heating, and to prevent unauthorized entry.
 - 1. Provide doors with self-closing hardware and locks.
- B. Temporary Partitions: Provide temporary partitions as required to separate work areas from occupied areas, to prevent penetration of dust and moisture into occupied areas, and to prevent damage to existing areas and equipment.
 - 1. Construction: Framing and sheet materials with closed joints and sealed edges at intersections with existing surfaces; Flame Spread Rating of 25 in accordance with ASTM E84.
 - 2. Paint surfaces exposed to view in occupied areas.

1.7 BARRIERS

- A. Barriers: Provide barriers as required to prevent public entry to construction areas and to protect adjacent properties from damage from construction operations.
 - 1. Fence: Provide minimum 8-foot high commercial grade chain link or painted solid wood fence around construction site; equip with gates with locks.
 - 2. Covered Walkways: Provide lighted covered painted walkways as required by governing authorities for public rights-of-way and for public access to existing building.
- B. Barricades: Provide barricades as required by governing authorities.
- C. Tree Protection: Provide barriers around trees and plants designated to remain; protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

1.8 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; recycle or dispose of off-site.
- B. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

1.9 PROJECT IDENTIFICATION

- A. Project Sign: Provide minimum 32-square foot Project identification sign of wood frame and exterior grade plywood construction, painted, with computer generated graphics by professional sign maker.
 - 1. Design: As furnished by Architect.
 - 2. Submit to Owner and Architect additional names or changes proposed to Project sign for prior written approval.
 - 3. Erect on site at location established by Architect.
- B. Other Signs: Subject to approval of Architect and Owner.

1.10 FIELD OFFICES

- A. Field Office: Provide weather-tight field office, with lighting, electrical outlets, data outlets, heating, and ventilating equipment, and equipped with furniture.
 - 1. Meeting Space: In addition, provide space for Project meetings with table and chairs to accommodate minimum six persons.
 - 2. Telephone Service: Provide telephone service to field office.
 - 3. Multi-Purpose Copier: Provide plain paper multi-purpose color and black-and-white copier with enlargement and reduction capability and with built-in printer, scanner, and facsimile capabilities.

1.11 CELLULAR TELEPHONE SERVICE

- A. Cellular Telephone Service: Furnish on-site Project Managers with cellular telephone. Ensure Owner and Architect ability to contact site during construction operations.
 - 1. Schedules: Submit schedules of on-site Project Managers with individual cellular telephone numbers to Owner and Architect; maintain schedules and cell phone numbers up to date during Project on-site operations.

1.12 STORAGE

- A. Storage for Tools, Materials, and Equipment: Limit on-site storage to Project area; provide weather-tight storage, with heat and ventilation for products requiring controlled conditions.

1. Maintain adequate space for organized storage and access.
2. Provide lighting for inspection of stored materials.

1.13 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used during construction to specified or original condition.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes basic product requirements governing material and equipment.
 - 1. General product requirements.
 - 2. Product list.
 - 3. Quality assurance.
 - 4. Delivery, storage, and handling.
- B. Related Requirements:
 - 1. Section 01 25 00: Substitution procedures.
 - 2. Section 01 30 00: Submittal of manufacturers' certificates.
 - 3. Section 01 77 00: Operation and maintenance data.

1.2 GENERAL PRODUCTS REQUIREMENTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications, referenced standards, and applicable codes and regulations as minimum requirements.
- C. Provide new materials except as specifically allowed by Contract Documents.
- D. Materials to be supplied in quantity within a Specification section shall be by one manufacturer, shall be the same, and shall be interchangeable.
- E. Provide equipment and systems composed of materials from a single manufacturer except where otherwise recommended by equipment or systems manufacturer or where otherwise indicated in Contract Documents.
- F. Contractor's Options: Comply with following options; requests for substitutions for named manufacturers and products shall comply with requirements specified in Section 01 25 00 – Substitution Procedures.
 - 1. Products Identified by Reference Standards: Select product meeting referenced standard for products specified only by reference standard.
 - a. Requests for Substitutions to be limited to products not complying with referenced standards.
 - 1) Submit justification for non-compliance with reference standards as part of Request for Substitutions; if product is foreign made submit rationale why foreign standards and basic materials indicates compliance.

2. Named Manufacturers: Where names of manufacturers are specified select any named manufacturer product meeting Specifications for products specified by naming one or more manufacturers.
 - a. Submit Request for Substitution for any manufacturer not named.
 3. Named Manufacturers and Named Products: Select any named manufacturer named product meeting Specifications for products specified by naming one or more manufacturers and products.
 - a. Where only one manufacturer and product is named together with additional manufacturers without specific products, Requests for Substitutions to be limited to products not comparable to that specified.
 - 1) Contractors, subcontractors, suppliers, and manufacturers shall take special care to ensure comparable products are being supplied based on design, performance, quality, and longevity.
 - 2) Substitutions: Submit Request for Substitution for any manufacturer not named and for products not comparable to those specified in design, performance, quality, and longevity.
 4. Basis of Design: Where manufacturer or manufacturer and product both are indicated as Basis of Design, submit Request for Substitution for other manufacturers and products.
 5. "Or Equal" Clauses: Submit request for substitution for manufacturer or product not specifically named in Specifications where terms "or equal", "or approved equal", or similar references are made.
- G. Nameplates: Do not attach or imprint manufacturer or producer nameplates on exposed surfaces in occupied spaces except for required labels and operating data.
1. Equipment Nameplates: Provide permanent nameplate on service connected and power operated equipment located on easily accessible surface inconspicuous in occupied spaces.
 - a. Provide name of product and manufacturer, model and serial number, capacity, speed, rating, and similar information.

1.3 SUBMITTALS

- A. Product List: Within 35 days after award of Contract, submit to Owner and Architect a complete list of major products proposed for installation, with name of manufacturer, trade name, and model.
- B. Product List: Prior to submittal of second Request for Payment, submit to Architect complete list of major products which are proposed for installation, with name of manufacturer, trade name, and model.

1. Tabulate products by Specification number and title.

C. Substitutions: Refer to Section 01 25 00 – Substitution Procedures.

1.4 QUALITY ASSURANCE

- A. Comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Install products straight, true-to-line, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp and potentially hazardous edges.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1. Seismic Anchors: Conform to code requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Transport products by methods to avoid product damage, deliver in undamaged condition in manufacturer's unopened containers or packaging.
 - B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - C. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
 - D. For exterior storage of fabricated products, place on sloped supports above ground.
 - E. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
 - F. Arrange storage to provide access for inspection; periodically inspect to assure products are undamaged and are maintained under required conditions.
 - G. Provide equipment and personnel to handle products by methods to prevent soiling and prevent damage.
 - H. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.
 - I. Immediately remove from Project products damaged, wet, stained, and products with mold and products with mildew.
1. Take special care to prevent absorbent products such as gypsum board and acoustical ceiling units from becoming wet.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes execution requirements.
 - 1. Installer qualifications.
 - 2. Examination.
 - 3. Manufacturer's instructions.
 - 4. Installation.
 - 5. Cleaning.
 - 6. Protection.
- B. Related Requirements:
 - 1. Section 01 50 00: Cleaning during construction.
 - 2. Section 01 77 00: Closeout procedures.
 - 3. Section 01 79 00: Demonstration and training.

1.2 INSTALLER QUALIFICATIONS

- A. Experienced Installers: Installers to have minimum five-years successful experience installing items like those required for Project, except for individuals in training under direct supervision of experienced installer.

1.3 EXAMINATION

- A. Acceptance of Conditions: Beginning installation of a product signifies installer has examined substrates, areas, and conditions for compliance with manufacturer requirements for tolerances and other conditions affecting performance.
- B. Field Measurements: Take field measurements as required to fit Work properly; recheck measurements prior to installing each product.
 - 1. Where portions of Work are to fit to other construction verify dimensions of other construction by field measurements before fabrication; allow for cutting and patching to avoid delaying Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

1.4 MANUFACTURERS' INSTRUCTIONS

- A. Manufacturer's Recommendations: When work is specified to comply with manufacturers' recommendations or instructions, distribute copies to persons involved and maintain one set in field office.
 - 1. Conform to requirements specified in Section 01 30 00 for submittal of recommendations or instructions to Architect; submit to Architect only where specified or where specifically requested; otherwise keep in Field Office.
- B. Perform work in accordance with details of recommendations and instructions and specified requirements.
 - 1. Should a conflict exist between Specifications and recommendations or instructions consult with Architect.
- C. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

1.5 INSTALLATION

- A. Pre-Installation Meetings: Installers and suppliers are to attend pre-installation meetings scheduled by Contractor.
- B. Comply with manufacturers written recommendations and installation instructions unless more restrictive requirements are specified.
- C. Locate Work and components accurately, in correct alignment and elevation.
 - 1. Make vertical work plumb and horizontal work level.
 - 2. Install components to allow space for maintenance and ease of removal for replacement.
- D. Install products at time and under conditions to ensure best possible results; maintain conditions required for product performance until Substantial Completion.
- E. Conduct operations so no part of Work is subject to damaging operations or excessive loads during normal conditions.
- F. Securely anchor permanent construction in place, accurately located and aligned with other portions of Work.
- G. Allow for building movement including thermal expansion and contraction.
- H. Make joints of uniform width; arrange joints as indicated, for best visual effect where not otherwise indicated; fit exposed connections together to form hairline joints except where otherwise indicated.

1.6 CLEANING

- A. Cleaning During Construction: Specified in Section 01 50 00 - Temporary Facilities and Controls.
- B. Progress Cleaning: Keep installed areas clean using cleaning materials specifically recommended by manufacturers of product being cleaned; where not otherwise recommended use nontoxic materials that will not damage surfaces.
 - 1. Remove debris from concealed spaces before enclosing space.
 - 2. Supervise construction operations to assure no part of construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- C. Final Cleaning: Execute final cleaning at Substantial Completion.
 - 1. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.
 - a. Vacuuming Equipment: Type with high efficiency particulate arrestor (HEPA) type filters; properly maintained.
 - 2. Clean equipment and fixtures to a sanitary condition, clean filters of mechanical equipment, replace filters where cleaning is impractical.
 - a. Clean ducts.
 - 3. Clean site; sweep paved areas.
 - 4. Remove waste, surplus materials and rubbish from Project and site; recycle to maximum extent feasible.

1.7 PROTECTION

- A. Protect products subject to deterioration with impervious cover. Provide ventilation to avoid condensation and trapping water.
- B. Take care to use protective covering and blocking materials that do not soil, stain, or damage materials being protected.
- C. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.
- D. Protect interior materials from water damage; immediately remove wet materials from site to prevent growth of mold and mildew on site.

END OF SECTION

SECTION 01 73 00

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor is responsible for cutting, fitting and patching to complete Work and to:
 - 1. Make its parts fit together properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to Contract Documents.
 - 5. Remove samples of installed work as required for testing.
 - 6. Provide routine penetrations of non-structural surfaces for installation of piping.
 - 7. Provide routine penetrations of non-structural surfaces for installation of conduit.
- B. Related Requirements:
 - 1. Section 01 50 00: Temporary facilities and controls.
 - 2. Section 02 41 00: Structure demolition.
 - 3. Section 02 41 20: Selective building demolition for remodeling.

1.2 SUBMITTALS

- A. Submit written request well in advance of cutting or alteration which affects:
 - 1. Work of Owner or separate contractor.
 - 2. Structural value or integrity of any element of Project.
 - 3. Integrity of weather-exposed or moisture-resistant elements.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of Project and description of affected work.
 - 2. Necessity for cutting or alteration.
 - 3. Effect on work of Owner or separate contractor.
 - 4. Effect on structural integrity, or weatherproof integrity of Project.
 - 5. Alternatives to cutting and patching.
 - 6. Cost proposal, when applicable.
 - 7. Written permission of separate contractor whose work will be affected.
 - 8. Description of proposed work including:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Products proposed to be used.
 - c. Extent of refinishing to be included.
- C. Should conditions of Work or schedule indicate a change of products from original installation, Contractor shall submit request for substitution as specified in Section 01 25 00 – Substitution Procedures.

- D. Submit written notice to Architect designating date and time work will be uncovered.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with Specifications and standards for each specific product involved.
- B. Where Specifications and standards have not been provided, provide materials and fabrication consistent with quality of Project and intended for commercial construction.
- C. Provide new materials for cutting and patching unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect existing 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. Report unsatisfactory or questionable conditions to Architect in writing; do not proceed with work until Architect has provided further instructions.

3.2 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
 - 1. Provide services of licensed engineer for designing temporary support where required by applicable authorities for temporary supports and for shoring; submit engineering calculations directly to applicable authorities upon request.
- B. Protect other portions of Project from damage.

3.3 PERFORMANCE

- A. Execute cutting by methods that provide proper surfaces to receive installation of repairs and finishes.
 - 1. Execute excavating and backfilling by methods which will prevent settlement, and which will prevent damage to other work.
- B. Employ same installer or fabricator to perform cutting and patching work as employed for new construction for:
 - 1. Weather-exposed or moisture resistant elements.
 - 2. Sight-exposed finished surfaces.

- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- D. Restore work that has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
- E. Fit work tight to pipes, sleeves, ducts, conduit and 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.

END OF SECTION

SECTION 01 74 10

WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Project requires special Waste Management Program.
 - 1. CALGreen Waste Management: As required in Section 01 35 15.
 - 2. Provide itemization of costs related to Waste Management Program.
 - 3. Effect optimum control of solid wastes.
 - 4. Prevent environmental pollution and damage.
- B. Related Work:
 - 1. Section 01 35 15: CALGreen environmental requirements.
 - 2. Section 01 50 00: Temporary facilities and controls.

1.2 DEFINITIONS

- A. Inert Fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively.
- B. Class III Landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.
- C. Construction and Demolition Waste: Includes solid wastes, such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair, and demolition operations.
 - 1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.
 - 2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.
- D. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.
- E. Sanitary Wastes:
 - 1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution, or consumption of food.
 - 2. Sewage: Domestic sanitary sewage.

1.3 SUBMITTALS

- A. Waste Management Program: Comply with Contract Documents and applicable code requirements for salvaging, recycling, and disposing of nonhazardous waste.
 - 1. Prior to commencement of Work, schedule and conduct meeting with Owner and Architect to discuss proposed Waste Management Program.
 - 2. Develop mutual understanding relative to details of recycling, and rebate programs.
 - 3. Prepare and submit a written and graphic Waste Management Program including, but not limited to, the following:
 - a. Indicate procedures to be implemented.
 - b. Estimate total Project waste to be generated, and estimated cost of disposing of Project waste in landfills.
 - c. Estimate total cubic yards of following waste categories to be diverted from landfill.
 - 1) Clean dimensional wood, palette wood.
 - 2) Plywood, oriented strand board, and medium density fiberboard.
 - 3) Cardboard, paper, packaging.
 - 4) Other items as directed by Owner and Architect.
 - d. Estimate amounts of following waste categories in appropriate units (weight, feet, square yards, gallons).
 - 1) Metals.
 - 2) Gypsum board.
 - 3) Carpet.
 - 4) Paint.
 - 5) Other items as directed by Owner and Architect.
 - e. Submit permit or license and location of waste disposal areas.
 - f. Submit procedures for recycling/re-use program.
 - g. Submit procedures for rebate programs.
 - h. Revise and resubmit Waste Management Program as required by Owner and Architect.
 - 1) Review of Contractor's Waste Management Program will not relieve Contractor of responsibility for control of pollutants and other environmental protection measures.

- B. Submit summary of solid waste generated by Project with each application for progress payment, on form acceptable to Owner and Architect; include manifests, weight tickets, receipts, and invoices identifying Project and waste delivered to following locations.
 - 1. Recycling Centers.
 - 2. Class III landfills.
 - 3. Inert fills.
- C. Prepare rebate information and product documentation as required for Owner to qualify for rebate programs; submit with final closeout submittals.
 - 1. Where feasible submit in electronic format, otherwise in 3-ring binder.

1.4 RECYCLING PROGRAM

- A. Recycling: Implement recycling program that includes separate collection of waste materials of following types as applicable to Project requirements; recycling program to be applied by Contractors and subcontractors.
 - 1. Land clearing debris.
 - 2. Asphaltic concrete.
 - 3. Concrete.
 - 4. Masonry materials.
 - 5. Ferrous metal.
 - 6. Non-ferrous metal.
 - 7. Clean dimensional wood and palette wood.
 - 8. Plywood, oriented strand board, and medium density fiberboard.
 - 9. Paper - bond.
 - 10. Paper - newsprint.
 - 11. Cardboard and paper packaging materials.
 - 12. Glass.
 - 13. Plastics.
 - 14. Gypsum board (unpainted).
 - 15. Paint.
 - 16. Rigid foam.
 - 17. Carpet and pad.
 - 18. Beverage containers.
 - 19. Porcelain plumbing fixtures.
 - 20. Insulation.
 - 21. Others as appropriate.
- B. Handling: Keep materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.
 - 1. Clean materials contaminated prior to placing in collection containers.
 - 2. Arrange for collection by or delivery to appropriate recycling center or transfer station that accepts construction and demolition waste for purpose of recycling.
- C. Participate in Re-Use Programs: Rebates, tax credits, and other savings obtained for recycled or re-used materials shall accrue to Contractor.

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STOCKTON, CALIFORNIA**

1/17/2024

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes Contract closeout procedures.
 - 1. Substantial Completion.
 - 2. Final Completion.
 - 3. Project record documents.
 - 4. Material and finish data.
 - 5. Operation and maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 30 00: Administrative requirements including attic stock.
 - 2. Section 01 78 00: Warranties.
 - 3. Section 01 79 00: Demonstration and training.

1.2 SUBSTANTIAL COMPLETION

- A. Immediately prior to Substantial Completion, schedule agency reviews as required for "temporary certificate of occupancy" or for "certificate of occupancy".
- B. When Contractor considers Work, or a designated portion thereof is substantially complete, submit written notice, with list of items to be completed or corrected.
 - 1. List ("Punch List"): Format pre-approved by Owner and Architect; tabular form with each space listed required.
- C. Within a reasonable time, Owner and Architect will inspect status of completion and may add to "Punch List".
 - 1. Contractor shall pay for Architect's time and direct expenses where more than one Substantial Completion inspection is required.
- D. Should Owner and Architect determine Work is not substantially complete, Contractor will be promptly notified in writing, giving reasons.
- E. Contractor shall remedy deficiencies and send a second written notice of substantial completion; Architect will reinspect Work.
 - 1. Contractor shall pay for Architect's time and direct expenses where more than one Substantial Completion inspection is required.
- F. When Work is determined to be substantially complete by Architect, a Certificate of Substantial Completion will be prepared in accordance with General Conditions.

- G. DSA Projects: Contractor shall complete DSA 6-C Form and upload electronically to DSABox within three days of completion of Work.

1.3 FINAL COMPLETION

- A. When Work is complete, submit written certification indicating:
 - 1. Work has been inspected for compliance with Contract Documents.
 - 2. Work has been completed in accordance with Contract Documents and deficiencies listed (in 'Punch List') with Certificate of Substantial Completion have been corrected.
 - 3. Equipment and systems have been tested in presence of Owner's representative and are operational.
 - 4. Work is complete and ready for final inspection.
- B. Special Submittals: In addition to submittals required by Contract, submit following.
 - 1. Provide submittals required by governing authorities to governing authorities with copies included in Project Record Documents.
 - 2. Submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 PROJECT RECORD DOCUMENTS

- A. Keep documents current; do not permanently conceal any work until required information has been recorded.
 - 1. Owner will provide Contractor with a separate set of Drawings to maintain for Project Record Documents.
 - 2. Store reproducible Drawings, one set of Project Manual, and one copy of each Change Order separate from documents used for construction, for use as Project Record Documents.
 - 3. Indicate actual work on Drawings; indicate actual products used in Project Manual, including manufacturer, model number and options.
 - 4. Update Project Record Documents daily and allow for Architect inspection at least once a month.
- B. At Contract close-out submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
- C. As-Built Documents: General Contractor shall have electronic "As Built" sets of Contract Documents (Project Drawings and Project Specifications) prepared prior to Final Completion.

1. Contractor shall use one complete electronic set of Contract Documents (Drawings and Specifications) for use for "As-Built".
2. As-Built Drawings: Revise Drawings based on Record Documents and field measurements made after installation and indicate actual locations of structural elements, ducts, piping, wiring, and equipment.
 - a. Professional draftspersons experienced in electronic media used for Contract Documents shall revise original Project Drawings based on information recorded on Project Record Documents.
3. As-Built Specifications: Revise Specifications to indicate manufacturers who provided materials specified along with specifics indicating accessories, options, and finishes used in Project.
 - a. Cross referencing Submittal records is acceptable for accessories only.
4. Review Submittal: Submit two copies of electronic media of "As-Built" Documents to Architect for review.
 - a. After Architect review, revise where indicated and submit final electronic media to Owner.
- D. Final Completion Submittal: At Project Completion submit both Project Record Documents and As-Built Documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.5 MATERIAL AND FINISH DATA

- A. Provide data for primary materials and finishes.
- B. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.
 1. Electronic Format: Where available in electronic format, submit USB 3.0 flash drives with information required for material and finish data.
- C. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:
 1. Trade names, model or type numbers.
 2. Cleaning instructions.
 3. Product data.
 4. Maintenance recommendations.

1.6 OPERATION AND MAINTENANCE MANUALS

- A. Provide manuals for:
 1. Electrically operated items.
 2. Electrical equipment and controls.

3. Maintenance manuals provided as part of Submittals.
- B. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.
- C. Provide a separate volume for each system, with a table of contents and index tabs for each volume.
- D. Arrange by Specification division and gives names, addresses, and telephone numbers of Subcontractors and suppliers. List:
 1. Appropriate design criteria.
 2. List of equipment and parts lists.
 3. Operating and maintenance instructions.
 4. Shop drawings and product data.
- E. Electronic Format: Where available in electronic format, submit two USB 3.0 flash drives with information required for operation and maintenance manuals.

END OF SECTION

SECTION 01 78 00

WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Warranties: Compile required, and incidental warranties required by Contract Documents.
 - 1. Manufacturer Warranties: Provide manufacturer's standard warranties where specified including inspections and services included or required as part of manufacturer's standard warranty.
 - 2. Special Warranties: Provide special warranties as required by Specifications sections.
 - 3. These warranties shall be in addition to and not a limitation of other rights Owner may have against Contractor under Contract Documents and which may be prescribed by law, regardless of wording of warranty.
- B. Extended Correction Period: Contractor shall correct failure of materials and systems to perform in a manner consistent with their intended use including but not limited to failure of waterproofing and roofing systems to resist penetration from water.
 - 1. Standard Correction Period: One year after Substantial Completion or Beneficial Occupancy by Owner except where otherwise noted in Contract Documents; coordinate with General Conditions and Supplementary Conditions.
 - a. Items used by Contractor during construction operations shall not be considered substantially completed.
 - b. Correction of Work Period begins with Owner occupancy not completion of component.
 - 2. Extended Correction Period: Requirements are same as standard correction period but for an extended period as indicated in Specifications sections.
 - 3. Contractor Responsibilities: Bear cost of correcting failed work and replacing construction damaged by failure of materials and systems to perform in a manner consistent with their intended use during correction period.
 - a. Requirements for correction period shall apply to Subcontractors, suppliers, installers, and those responsible for failed work.
 - b. Owner and Design Team shall not be responsible for determining degree of responsibility of those involved.

4. Owner's Rights under Law: Correction period shall be in addition to and not a limitation of other rights Owner may have against Contractor under Contract Documents and which may be prescribed by law.

1.2 FORM OF SUBMITTAL

- A. Special Warranty and Extended Correction Period Forms: Provide duplicate copies, notarized or on Contractor and Manufacturer's letterhead without conditions or exceptions to requirements specified.
 1. Assemble documents executed by subcontractors, installers, suppliers, and manufacturers.
 2. Provide table of contents and assemble in binder with durable plastic cover, clearly identified regarding extent of contents.
 3. Electronic Format: Submit USB 3.0 flash drives of warranties, in Microsoft Word.
- B. Manufacturer Warranty Forms: Use manufacturer's standard forms unless otherwise directed in Contract Documents; completed form shall not detract from or confuse interpretations of Contract Documents.
 1. Manufacturer's authorized representative shall sign manufacturer warranties.
 2. Subcontractor and installer shall countersign warranty where specified.
 - a. Provide required warranties for waterproofing and roofing systems countersigned by subcontractor and installer.
- C. Submit final warranties prior to final application for payment.
 1. For equipment put into use with Owner's permission during construction, submit within ten days after first operation.
 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- D. Provide information for Owner's personnel regarding proper procedure in case of failure and instances that might affect validity of manufacturer warranty.
- E. Size: 8-1/2" by 11" for three-ring binder; fold larger sheets to fit.

1.3 WARRANTIES AND CORRECTION OF WORK DOCUMENTS

- A. Warranties and Correction of Work Documents are intended to protect Owner against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- B. Limitations: Warranties and correction of work requirements are not intended to cover failures that result from:

1. Unusual or abnormal phenomena of the elements.
 2. Owner's misuse, maltreatment or improper maintenance of work.
 3. Vandalism after substantial completion.
 4. Insurrection or acts of aggression including war.
- C. Related Damages and Losses: Remove and replace work which is damaged as result of failure, or which must be removed and replaced to provide access for correction of work.
- D. Reinstatement: After correction of work reinstate warranty or extended correction period for corrected work to date of original expiration, but not less than half original period.
1. Correction of Work Period: The general correction of work period specified shall not be extended by corrective work except to extent required to correct failure and repair or replace materials damaged by failure.
- E. Replacement Cost: Replace or restore failing items without regard to anticipated useful service lives where part of correction of work period, extended correction of work period, and special warranty period unless otherwise noted.
- F. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse interpretations of Contract Documents.

END OF SECTION

SECTION 02 41 20

SELECTIVE BUILDING DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Selectively remove materials, systems, components, fixtures and equipment as designated and as required for completion of Project as indicated.
 - 1. Cap and identify active utilities.
- B. Related Sections:
 - 1. Section 01 10 00: Summary of work including hazardous materials requirements.
 - 2. Section 01 50 00: Temporary facilities including barriers and waste management.
 - 3. Section 01 73 00: Cutting and patching.
 - 4. Section 02 41 10: Structure demolition.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Do not interfere with use of adjacent building spaces not in Project; maintain free and safe passage to and from.
 - 2. Prevent movement of structural components, provide and place bracing and be responsible for safety and support of structural components. Assume liability for movement, settlement, damage or injury.
 - 3. Cease operations and notify Architect immediately if safety of structural components appears to be endangered; take precautions to properly support structures. Do not resume operations until safety is restored.
 - 4. Prevent dust from selective demolition from contaminating adjacent occupied building areas; clean construction dust from adjacent occupied area immediately upon direction of Building Manager.
- B. Design/Build: Provide special engineering to ensure compliance with applicable codes and Contract Documents for support systems.
- C. Scheduling: Do not close or obstruct roadways without permits. Conduct operations with minimum interference to adjacent traffic.

1.3 SUBMITTALS

- A. Action Submittals: Submit selective demolition operational sequence to ensure Project sequencing is consistent with Owner needs.
- B. Informational Submittals: Submit permits for transport and disposal of debris.

1.4 QUALITY ASSURANCE

- A. Sustainability Requirements: Comply with CALGreen requirements including those relative to finish material pollution control and for construction waste.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Debris: Maintain possession of materials being demolished except where noted as a material for reinstallation or a material to be retained by Owner. Immediately remove debris from site.
 - 1. Immediately remove from site wet materials and materials with water stains, with mold, and with mildew.
- B. Materials for Reinstallation: Carefully remove, store and protect materials indicated to be reinstalled. Contact Owner and Architect prior to beginning demolition to determine extent of other materials that might be suitable for reinstallation.
 - 1. Inventory and record condition of items to be reinstalled.
- C. Owner Retained Materials: Contact Owner prior to beginning demolition to determine extent of materials to be retained. Carefully remove materials indicated to be retained by Owner; deliver and store where directed.
 - 1. Inventory and record condition of items to be retained by Owner.

PART 3 - EXECUTION

3.1 EXISTING SERVICES

- A. Disconnect or remove utility services as required for completion of Project; disconnect, stub off, and cap utility service lines not required for new construction.
 - 1. Do not remove utilities discovered during demolition but not indicated without first determining purpose for utility; coordinate with Architect and Engineers.
- B. Do not disrupt services to adjacent building areas not in Project.
- C. Place markers to indicate location of disconnected services; identify service lines and capping locations on Project Record Documents.

3.2 DEMOLITION

- A. Demolish indicated appurtenances as indicated and as required for Project completion in an orderly and careful manner.
 - 1. Use methods that do not damage materials indicated to remain.

2. Cut concrete and masonry using masonry saws and hand tools; provide sharp clean cuts requiring minimal patching for new construction.
 3. Use impact tools only where specifically approved in advance for areas where operations do not disturb building occupancy.
- B. Perform demolition in accordance with authorities having jurisdiction.
 - C. Remove demolished materials from site, unless otherwise directed.
 1. Remove from site, contaminated, vermin infested, and dangerous materials encountered and dispose of by safe means so as not to endanger health of workers or public.
 - D. Remove tools and equipment upon completion of work; leave area in condition acceptable to Owner and Architect.

3.3 REPAIR

- A. Repair damage to adjacent construction caused as result of this work.
- B. Repair demolition beyond that required.

END OF SECTION

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install Rough Carpentry required for the project as shown on the Drawings and specified herein. This Section also includes:

1. Structural floor, wall, and roof framing.
2. Built-up structural beams and columns.
3. Floor, wall and roof plywood sheathing.
4. Furring for wall finishes.
5. Rough hardware.
6. Blocking for roofing systems and related metal flashings.
7. Preservative treatment.
8. Concealed wood blocking and backing for support of accessories, wall cabinets, finish hardware.

- B. Related work specified elsewhere:

1. Concrete Formwork.
2. Metal Fabrications.
3. Glued Laminated Structural Units.
4. Laminated Strand (LSL) Lumber.
5. Laminated Veneer (LVL) Lumber.
6. Parallel Strand (PSL) Lumber.
7. Prefabricated I-Joists.
8. Finish Carpentry.

- 1.2 REFERENCES, CODES AND STANDARDS: The following references, codes and standards are hereby made a part of this Section and rough carpentry work shall conform to the applicable requirements therein except as otherwise specified herein or shown on the Drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements.

- A. ALSC (American Lumber Standards Committee) American Softwood Lumber Standard PS-20.
- B. APA (American Plywood Association) - Guide to Plywood Grades.
- C. ASTM A307 - Carbon Steel Externally Threaded Standard Fasteners.
- D. ASTM D3498 - Adhesives for Field-Gluing Plywood to Lumber Framing for Floor Systems.
- E. AWWA (American Wood Preserver's Association) - Book of Standards.
- F. DFPA (Douglas Fir Plywood Association)

- G. FS FF-S-325 - Shield, Expansion; Nail, Expansion; and nail, Drive Screw (Devices, Anchoring, Masonry).
- H. FS TT-W-571 - Wood Preservation - Treating Practices.
- I. FSC – Forest Stewardship Council, Washington, D.C.
- J. NLMA (National Lumber Manufacturers Association) – National Design Specification for Stress-Grade Lumber and its Fastenings.
- K. WCLIB (West Coast Lumber Inspection Bureau) - Standard Grading Rules No. 17.
- L. WWPA (Western Wood Products Association) - Western Lumber Grading Rules
- M. AFPA (American Forest & Paper Association)
 - 1. National Design Specification (NDS) for Wood Construction.
 - 2. Special Design Provisions for Wind and Seismic.
 - 3. Manual for Engineered Construction
- N. California Building Code, 2022 Edition.
- O. Bolts Used in Wood Construction, CDGS – Division of the State Architect, IR 23-5

1.3 QUALITY ASSURANCE

- A. Lumber Grading Agency: Certified by ALSC.
- B. Plywood Grading Agency: Certified by APA.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Submit manufacturer's literature describing products.
- C. Samples: Only as requested by the Architect.
- D. Manufacturer's Certificates: Submit certificates of compliance with standards noted.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Store and protect products under provisions of Section 01 60 00.
- B. Provide proper facilities for handling and storage of materials to prevent damage to edges, ends, and surfaces.
- C. Deliver and store packaged products in original containers or bundles with seals unbroken and labels intact until time of use.
- D. Keep materials dry. Where necessary, stack materials off ground on level flat forms, fully protected from weather.

- E. Protect 'kiln-dried' and 'S-Dry' materials from moisture. Separate from contact with soil or earth or other sources of moisture.

PART 2 - PRODUCTS

2.1 LUMBER MATERIALS

- A. Refer to Drawings for schedule.

2.2 PLYWOOD MATERIALS

- A. Refer to Drawings for schedule.

2.3 ACCESSORIES

- A. Rough Hardware: Exterior hardware nails and fasteners shall be hot-dipped galvanized, plain finish for interior locations, size and type to suit application. Nails to be common nails or ICBO approved equivalent, unless authorized otherwise in writing.
- B. Bolts: Hexagonal heads, Grade A conforming to ASTM A307; galvanized for exterior, exposed applications only.
- C. Sill Bolts: Galvanized conforming to ASTM F1554, Grade 36.
- D. Lag Screws and Lag Bolts: Meet requirements of National Design Specifications for Stress Grade Lumber and Its Fastenings.
- E. Washers: Washers for bearing against wood shall be provided under all bolt heads, lag screw heads, and nuts. Malleable iron or steel plate having an area equal to 16 times the area of bolt or lag screw. Steel washers shall have a thickness not less than 1/10 the length of the washer's longest side. Malleable iron washers shall have a thickness not less than 1/2 the bolt or lag screw diameter and having a bearing surface for the nut or head equal in diameter and having a bearing surface for the nut or head equal in diameter to not less than the long diameter of the nut or head.
- F. Powder Driven Fasteners: Tempered steel pins with special corrosive-resistant plating or coating. Pins shall have guide washers to accurately control penetration, maximum 3/4 inch. Fastening shall be accomplished by low-velocity piston-driven powder-actuated tool. Pins and tool shall be same as manufactured by Hilti Fastening Systems; Impex Tool corporation; or equal product substituted under provisions of Section 01 63 00.
- G. Expansion Bolts: FS FF-S-325, Group II, Type 4, size as noted. Same as Hilti, Inc. Kwik Bolt 3, or approved equal.
- H. Fabricated Sheet Metal Timber Framing Connectors: Fabricate from hot-dipped galvanized steel. Connectors shall be at least 20 gauge material (1/8 inch plate materials where welded), unless otherwise noted, punched for nailing. Nails and Nailing shall conform to the manufacturer's instructions with a nail provided for each

punched hole. Types as noted on the drawings. Same as Simpson Co.; KC metal Products; or equal product substituted under provisions of Section 01 60 00.

- I. Glue: Conforming to ASTM D3498 and APA Performance Specification AFG-01.

2.4 WOOD TREATMENT

A. Materials:

1. Wood Preservative, Pressure Treatment: FS-TT-W-571, AWPB treatment C2 and C9 using either Alkaline Quat (ACQ Type B and D), Copper Azole (CBA-A, CA-B), Sodium Borates (SBX).
2. Wood Preservative, Surface Application: Copper green, manufactured by Willard Products.

B. Shop Treatment of Wood Materials:

1. Provide pressure treatment for lumber other than foundation grade redwood located within 1-1/2 inches of concrete, in contact with bituminous roofing, waterproofing, and related metal flashings, and where noted on Drawings.
2. Lumber: Treat in accordance with AWPB LP-3.
3. Plywood: Treat in accordance with AWPB LP-3.

C. Galvanization

1. Anchor bolts, nails, fasteners, and metal framing connectors in contact with pressure treated lumber shall be hot-dipped galvanized to a rating of G-185 per ASTM A653.

PART 3 - EXECUTION

3.1 SITE TREATMENT OF WOOD MATERIALS

- A. Apply non-pressure wood preservative to lumber and plywood embedded in and placed against concrete.

3.2 FRAMING

- A. Erect wood framing members level and plumb.
- B. Place horizontal members laid flat, crown side up.
- C. Construct framing members full length without splices.
- D. Double members at openings over one sq.ft. Space short studs over and under opening to stud spacing.
- E. Construct double joist headers at floor and ceiling openings. Frame rigidly into joists.
- F. Make bearings full and finish bearing surfaces to give sure and even support.

- G. Do not notch, bore, or cut members for pipes, vents, conduits or other reasons except as shown on the Drawings or specifically authorized by the Architect.
- H. Construct double joists under discontinuous walls.
- I. Coordinate delivery of glue laminated structural units and plywood web joists.
- J. Layout embedded items for entire project.
- K. Shim, strip and furr as necessary to achieve described tolerances.

3.3 BRIDGING

- A. Install solid blocking between joists at points of support and wherever sheathing or flooring is discontinuous.
- B. Blocking may be omitted where joists rests on ribbons and are nailed to studs and where joists are supported on metal hangers.

3.4 SHEATHING

- A. Secure roof sheathing perpendicular to framing members with ends staggered. Secure sheet edges over firm bearing.
- B. Secure wall sheathing vertically parallel to wall studs, with ends staggered, over solid blocking. Secure sheet edges over firm bearing.
- C. Secure subfloor and flat roof sheathing perpendicular to floor framing with end joints staggered. Secure sheet edges over firm bearing. Attach sheathing with subfloor glue and nail as shown.
- D. Nail panel edges to framing members or blocking at least 1-1/2 inches thick. Space nails at panel edges as indicated on drawings, or if not shown, in accordance with CBC requirements. Place nails not less than 3/8 inches from panel edges and drive solidly into the support.

3.5 FASTENING

- A. In general, provide nail penetration into the piece receiving the point of not less than 1/2 the length of the nail or spike provided; however, 16d nails may be used to connect two pieces of 2 inch (nominal) thickness.
- B. In diaphragms, the minimum penetration shall be 1-1/2 inches for 8d nails and 1-5/8 inches for 10d nails.
- C. Perform nailing without splitting wood, preboring as required; replace split members.
- D. Drill bolt holes 1/16 inches larger in diameter than the bolts being used; drill straight and true from one side only.
- E. Bolt threads must not bear on wood; use washers under head and nut where bolts bear on wood; use washers under nuts.

- F. Lag screw anchorage embedment in piece lagged to shall not be less than 0.6 times lag screw length nor less than 8 times lag screw diameter.
- G. Prebore holes for lag screws same diameter as root of thread; enlarge holes to shank diameter for length of shank.
- H. Do not drive lag screws.

3.6 MISCELLANEOUS ROUGH CARPENTRY

- A. Install miscellaneous blocking, furring, cants, nailing strips, framing and sheathing.
- B. Install members true, plumb, and level. Secure in place.
- C. Space miscellaneous framing and furring at 16 inches o.c.
- D. Construct members of continuous pieces of longest possible lengths.

3.7 TOLERANCES

- A. Framing Members: 1/4 inch maximum from true position.
- B. Surface Flatness of Floor: 1/4 inch in 10 feet maximum.

END OF SECTION

SECTION 07 28 00

WEATHER BARRIER/UNDERLAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide weather barrier/underlayment air and water barrier systems for siding, sloped roofing, flashing and sheet metal, and penetrations with accessories as required for complete watertight installation.
 - 1. Wall Underlayment: Provide two layers Grade D building paper underlayment and flashing for wall applications, with related concealed metal flashings and accessories as required for complete watertight installation.
 - 2. Sloped Roofing Underlayment: Provide self-adhering sheet membrane underlayment at sloped roofing systems, with accessories as required for complete watertight installation.
 - 3. Flashings and Sheet Metal Underlayment: Provide self-adhering sheet membrane underlayment at flashings and sheet metal, with accessories as required for complete watertight installation.
 - 4. Self-Adhering Sheet Membrane (SASM) Flashing at Penetrations: Provide SASM flashing for around penetrations through building paper including windows and doors, with accessories as required for complete watertight installation.
- B. Related Sections:
 - 1. Section 07 60 00: Exposed metal flashing.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Weather Barriers: Provide weather barrier/underlayment systems which, with other building components, comply with applicable code requirements for air barriers and water barriers.
 - 1. Air Barriers: Air barriers shall be as defined by applicable Energy Code requirements and shall include standard exterior wall components and air seal joint sealants specified in Section 07 90 00 – Joint Sealants.
 - 2. Water Barriers: Water barriers shall be as defined by applicable Building Code requirements and shall include vapor permeable systems with or without rainscreen barriers intended to extend amount of water drained to exterior.
 - a. Rainscreen systems can also provide protection from ultra-violet degradation of underlayment where open joint systems are used.

3. Interior Vapor Retarders: Where specifications require foil faced vapor retarders as part of building thermal insulation system, intent is to prevent migration of spores from mold and mildew into interior building spaces.
 - a. Intent is to provide air barrier and vapor retarder on interior surface while allowing vapor to move through exterior wall vapor permeable surfaces, while vapor permeable water barriers are maintained at exterior side of wall.
 4. Self-Adhering Flexible Flashings: Intent of flexible flashings at window openings, door openings, and other wall penetrations is to ensure water cannot move from exterior surface past water barriers and into building.
- B. Pre-Installation Meeting: Convene one week prior to commencing work; require attendance of parties directly affecting underlayment.
1. Review procedures and coordination required with related work.
- 1.3 SUBMITTALS
- A. Product Data: Furnish manufacturer's literature for each type of underlayment.
 - B. Samples: Furnish samples of each material.
- 1.4 QUALITY ASSURANCE
- A. Sustainability Requirements: Comply with CALGreen requirements including those relative to finish material pollution control for adhesives.
- 1.5 WARRANTY
- A. Extended Correction Period: Provide for correcting failure of system to resist damage from anticipated sources including damage from water penetration. Repair system and pay for or replace damaged materials and surfaces.
 1. Period: Two years.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. System Description: Provide weather barrier/underlayment air and water barrier systems for siding, sloped roofing, flashing and sheet metal, and penetrations with accessories.
- B. Regulatory Requirements: Provide materials conforming to applicable air quality management district limitations on volatile organic compound (VOC) emissions.
- C. Regulatory Requirements: Provide materials with minimum volatile organic compound (VOC) emissions available.

- D. Wall Underlayment: Provide two layers Grade D water-vapor permeable kraft building paper conforming to Fed Spec UU-B-790a, Type I, Style 2, Grade D with 60-minute water resistance rather than 10 minutes.
1. Manufacturers:
 - a. Fortifiber Building Systems Group.
 - b. Davis Wire.
 - c. Hal Industries.
 - d. Substitutions: Refer to Section 01 25 00.
 2. as recommended by system manufacturers for each type of application.
- E. Sloped Roofing Underlayment: Self-adhering rubberized sheet membrane with primers and seam sealers as required for complete watertight installation; type as recommended by manufacturer for substrate and for applications indicated.
1. Manufacturers:
 - a. GCP Applied Technologies (Grace).
 - b. Henry Company.
 - c. Carlisle Corp.
 - d. Protecto Wrap Company.
 - e. Substitutions: Refer to Section 01 25 00.
 2. Provide specific membrane types as recommended by system manufacturers for each type of application.
- F. Sheet Metal and Flashing Underlayment: Self-adhering rubberized sheet membrane with primers and seam sealers as required for complete watertight installation; type as recommended by manufacturer for substrate and for applications indicated.
1. Manufacturers:
 - a. GCP Applied Technologies (Grace).
 - b. Henry Company.
 - c. Carlisle Corp.
 - d. Protecto Wrap Company.
 - e. Substitutions: Refer to Section 01 25 00.
 2. Provide specific membrane types as recommended by system manufacturers for each type of application.
- G. Self-Adhering Sheet Membrane (SASM) Flashing at Penetrations: SASM with primers and seam sealers as required for complete watertight installation; type as recommended by manufacturer for substrate and for applications indicated.
1. Manufacturers:
 - a. GCP Applied Technologies (Grace).
 - b. Henry Company.

- c. Carlisle Corp.
 - d. Protecto Wrap Company.
 - e. Substitutions: Refer to Section 01 25 00.
 - 2. Provide specific membrane types as recommended by system manufacturers for each type of application.
 - H. Concealed Metal Flashings Integral with Underlayment: Minimum 26 gage thick steel with minimum 0.90 oz/sf galvanized coating; ASTM A653.
 - 1. Fasteners: Standard round wire type of hot dipped galvanized steel; minimum 19/64" head diameter and 0.104" shank diameter; minimum 7/8" long.
 - I. Bituminous Paint: Acid and alkali resistant type; black color.
 - J. Accessories: Provide as recommended by underlayment manufacturers for specific applications.
 - 1. Plastic Cement: Cutback asphaltic type with mineral fiber components, for sealing and coating flashings; free of toxic solvents and free of asbestos. Capable of setting within 24 hours at temperatures of approximately 75 degrees F and 50% R.H.
- 2.2 FLASHING FABRICATION
- A. Fabricate metal flashings as recommended by Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "Sheet Metal Manual".
 - B. Form flashings to drain water to exterior at roofing and siding construction for penetrations, sill and header flashings.
 - C. Form sections square, true and accurate to size, in maximum possible lengths and free from distortion and other defects detrimental to appearance or performance.
 - D. Hem exposed edges of metal flashings minimum 1/4" on underside.
 - E. Apply bituminous paint on concealed surfaces of metal flashings.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Install underlayment over surfaces that are dry, free of ridges, warps and voids that could damage paper.
- B. Coordinate installation with installation of components and items projecting through underlayment.

3.2 FLASHINGS INSTALLATION

- A. Install flashings as recommended by Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "Sheet Metal Manual".

- B. Weatherlap joints minimum 2" and seal with plastic cement; secure in place.
- C. Fastenings: Concealed in completed installation.

3.3 UNDERLAYMENT INSTALLATION

- A. Install weather barrier/underlayment in accordance with installation instructions and recommendations of each manufacturer and of manufacturers of products to cover weather barrier/underlayment; comply with applicable code requirements.
 - 1. Wall Underlayment: Provide two-layers Grade D building paper underlayment.
 - 2. Sloped Roofing: Provide one-layer sheet membrane underlayment.
 - 3. Flashing and Sheet Metal: Provide one-layer sheet membrane underlayment.
 - 4. Penetrations: Apply one-layer of self-adhering sheet membrane extending minimum 18" from penetrations, including windows and doors; start at bottom of penetration and weatherlap joints.
 - a. Apply top layer over metal flashing to direct water to exterior.
 - 5. Weatherlap joints as recommended by system manufacturer.
 - a. Weatherlap joints not less than 2" at building paper.
 - 6. Secure underlayment in place, stagger joints between sheet membrane layers; lap ends minimum 6"; stagger end joints.
- B. Building Paper Underlayment: Prime substrates and roll sheet membrane underlayment smooth, firmly and completely to surfaces indicated, with no fish-mouths or bunches of material.
 - 1. Apply plastic cement to substrate prior to application of underlayment starter strips to prevent capillary movement of water back up beneath underlayment.
 - 2. Weatherlap items projecting through building paper underlayment and seal with plastic cement.
- C. Sheet Membranes: Weatherlap items projecting through sheet membrane underlayment and seal with sealer recommended by sheet membrane underlayment manufacturer.

END OF SECTION

SECTION 07 41 15

STANDING SEAM METAL ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide factory finished aluminum standing seam type roofing including integral aluminum metal flashings and sealants, and accessories as required for complete weather-tight installation.
- B. Related Work:
 - 1. Section 07 28 00: Building envelope underlayment.
 - 2. Section 07 60 00: Flashing and sheet metal not integral with roofing.

1.2 REFERENCES

- A. Sheet Metal and Air Conditioning Contractors National Association (SMACNA): Architectural Sheet Metal Manual.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference: Convene pre-construction conference one week prior to metal roofing work to coordinate roofing with other trades; require attendance of parties directly affecting metal roofing work.
 - 1. Review installation and coordination required with related work.

1.4 SUBMITTALS

- A. Product Data: Furnish manufacturer's literature for prefabricated components, and recommendations for cleaning and protection.
- B. Shop Drawings: Indicate dimensioning, panel layout, general construction details including closures, flashings, locations of and types of sealants, and anchorage.
- C. Samples: Furnish finished preformed metal roofing and each type of exposed metal flashing.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Provide protective covering on finished flashing materials to protect them through installation.

1.6 WARRANTY

- A. Extended Correction Period: Provide for correcting failure of system to resist damage from anticipated sources including damage from wind and water penetration. Repair system and pay for or replace damaged materials and surfaces.

1. Period: Two years.
- B. Manufacturer's Warranty: Submit manufacturer's warranty including special manufacturer services as required for manufacturer's warranty.
 1. Period: 20 years.
 2. Manufacturer's warranty shall not detract from requirements of extended correction period nor from Owner's rights under implied and expressed warranties regardless of wording of manufacturer's warranty.

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

- A. IMETCO.
- B. ATAS International.
- C. SNAP-Lok HP System.
- D. AEP Span.
- E. Metal Sales Manufacturing Corp.
- F. MBCI Inc.
- G. Substitutions: Refer to Section 01 25 00.

2.2 MATERIALS

- A. System Description Includes: Provide factory finished aluminum standing seam type roofing including aluminum integral metal flashings and sealants, and accessories.
- B. Regulatory Requirements: Comply with California Building Standards Code requirements for metal roofing systems.
 1. Cool Roof System: Comply with California Building Standards Code requirements for "Cool Roof" system including three year aged solar reflectance value requirements.
 - a. Label: System to have Cool Roof Rating Council (CRRCC) label.
- C. Design Criteria: Design system to provide movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to 100 year seasonal temperature ranges.
 1. Design system to accommodate tolerances of structure, provided irregularities do not exceed industry recognized standards and clearances are maintained.
 2. Provide for positive drainage of water entering or occurring within preformed metal roofing system.

- D. Seam Metal Roofing System: Preformed metal roofing system complete with anchoring assembly and accessory components.
 - 1. Type: Match existing roofing type and pattern.
 - 2. Sheet Metal: 0.40 mil aluminum panels with aluminum trim.
 - 3. Finish: Manufacturer's standard fluoropolymer coil coat finish complying with AAMA 605.2.
 - a. Color: As indicated, as selected by Architect from manufacturer's full range of colors where not otherwise indicated.
 - 4. Seam profile-selection to fit S-5 clips for future photovoltaic array installation.
- E. Sealants and Gaskets: Manufacturer's standard type suitable for use in conjunction with installation of metal roofing.
 - 1. Non-staining; non-corrosive; non-shrinking and non-sagging; ultra-violet and ozone resistant for exterior applications.
 - 2. Color of exposed sealants and gaskets to match roofing.
- F. Fasteners: Manufacturer's standard hot dip galvanized fasteners with not less than G90 galvanized coating.
 - 1. Finish exposed fasteners to match roofing.
- G. Underlayment: Specified in Section 07 28 00 – Building Envelope Underlayment.

2.3 FABRICATION

- A. Internal and External Corners: Same materials, material thickness and finish as roofing, profile to suit system, brake formed, shop cut and factory mitered to required angles.
- B. Mitered internal corners shall be backed with minimum 22 gage galvanized steel sheet stock to maintain continuity of profile.
- C. Expansion Joints: Provide concealed metal expansion control throughout roofing system.
- D. Sheet Metal Gutters, Flashings, Closures and Other Components: Brake formed to required profiles; conform to SMACNA Manual.
 - 1. Conform to requirements specified in Section 07 60 00 - Flashing and Sheet Metal
- E. Provide for positive drainage to exterior, any water entering or occurring within metal roofing systems.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify substrate is free of elements that could be harmful to system.
- B. Beginning of work signifies acceptance of conditions.
- C. Take special care not to damage underlayment beyond that required to secure system to structure.

3.2 INSTALLATION

- A. Install manufactured metal batten seam roofing in accordance with manufacturer's recommendations, installation instructions, and approved shop drawings.
- B. Install metal flashing and sheet metal in accordance with SMACNA Architectural Sheet Metal Manual.
 - 1. Comply with installation requirements specified in Section 07 60 00 - Flashing and Sheet Metal.
- C. Exercise care when cutting materials on site, to ensure cuttings do not remain on finished surfaces.
- D. Protect metal surfaces in contact with cementitious materials and dissimilar metals with bituminous paint; allow protective coating to dry prior to installing members.
- E. Permanently fasten roofing system to structural supports, properly aligned, leveled and plumb.
 - 1. Maximum 1/16" offset from true alignment between adjacent members butting or in line.
 - 2. Maximum 1/4" variation from plane or location indicated on Drawings.
- F. Locate end laps over supports; end lap panels minimum 2"; ensure sidelaps are over firm bearing.
- G. Provide expansion joints at regular basis, concealed within system.
- H. Use concealed fasteners except where specifically approved by Architect.
- I. Install sealants and gaskets where required to prevent direct weather penetration.
- J. Completed installation shall be free of rattles, noise due to thermal and air movement, and wind whistles.
- K. Remove protective coating when no longer required to protect roofing and flashing from construction.

END OF SECTION

SECTION 07 60 00

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide galvanized steel flashing and sheet metal including accessories as required for complete weathertight installation.
 - 1. Flashing and sheet metal includes copings, fascias, scuppers, gutters, downspouts, rainwater leaders, reglets, and similar fabricated components as applicable to Project.
 - 2. Provide concealed sealants used in conjunction with installation of metal flashing and sheet metal.
 - 3. Provide miscellaneous sheet metal flashing and reglets not provided by other trades or suppliers.
 - a. Where reglets are to be installed in conjunction with other work, provide in adequate time for installation.
 - b. Where reglets are to be surface applied, provide continuous gasket between reglet and surface.
 - 4. Provide precast concrete splash blocks.
- B. Related Sections:
 - 1. Section 07 28 00: Concealed flashing at weather barrier/underlayment.
 - 2. Section 07 41 15: Flashing and sheet metal integral with metal roofing.

1.2 REFERENCES

- A. Sheet Metal and Air Conditioning Contractors National Association (SMACNA): Architectural Sheet Metal Manual.

1.3 SUBMITTALS

- A. Product Data: Furnish literature for manufactured products.
- B. Shop Drawings: Clearly indicate dimensioning, layout, general construction details including closures, flashings, locations and types of sealants, anchorages, and method of anchorage.
- C. Samples: Furnish samples of typical metal flashing fabrication indicating standard soldered joints and edge conditions.

1.4 WARRANTY

- A. Extended Correction Period: Provide for correcting failure of system to resist damage from anticipated sources including damage from wind and water penetration. Repair system and pay for or replace damaged materials and surfaces.
 - 1. Period: Two years.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. System Description: Provide galvanized steel flashing and sheet metal including reglets and accessories as required for complete weathertight installation.
- B. Design Criteria: Allow for movement of components without causing buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to 100-year seasonal temperature ranges.
- C. Flashing and Sheet Metal: ASTM A924 and A653 G90 galvanized steel; minimum 24-gage.
 - 1. Accessories: Provide strainers, outlet tubes, screens, baffles, hangers and gutter ends as required for a complete system and complying with SMACNA Manual.
 - 2. Provide heavier gage metal where recommended by SMACNA Manual for size of component.
 - 3. Mill phosphatized where indicated to be field painted.
- D. Manufactured Reglets: Snap-on type, for two-piece flashing; metal to match flashing and sheet metal.
 - 1. Manufacturers:
 - a. Fry Reglet Corp./Springlok System.
 - b. W.P. Hickman Co./The Leading-Edge Drive Lock System.
 - c. Substitutions: Refer to Section 01 25 00.
- E. Solder and Fasteners: As recommended by SMACNA and complying with applicable codes and regulations; hot dipped galvanized minimum coating comparable to G90.
- F. Concealed Sealant: Butyl type for use in conjunction with sheet metal; non-staining; non-corrosive; non-shrinking and non-sagging; ultra-violet and ozone resistant for exterior concealed applications.
- G. Bituminous Paint: Acid and alkali resistant type; black color; asbestos free.
- H. Plastic Cement: Cutback asphaltic type; asbestos free.
- I. Sealing Compound: Type recommended by roofing manufacturer; asbestos free.

- J. Gaskets: Type suitable for use in conjunction with sheet metal; non-staining, non-corrosive, non-shrinking, non-sagging, ultra-violet resistant, and ozone resistant; for exterior concealed applications.

- 1. Manufacturers:

- a. Emseal USA, Inc./Emseal MST Multi-Use Sealant Tape.
 - b. Substitutions: Refer to Section 01 25 00.

- K. Precast Concrete Splash Blocks: Precast concrete of size and profile as approved by Architect; minimum 2000 psi at 28 days with minimum 5% air entrainment.

2.2 FABRICATION

- A. Fabricate sheet metal in accordance with SMACNA Architectural Sheet Metal Manual.
- B. Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.
 - 1. Fabricate corners and intersections in shop with solder joints; watertight fabrication.
- C. Form sections in maximum 10'-0" lengths; make allowance for expansion at joints.
- D. Hem exposed edges on underside 1/2".
- E. Back-paint flashings with heavy bodied bituminous paint where in contact with cementitious materials or dissimilar metals.
- F. Form pitch pans watertight, with minimum 4" upstand and 4" flanges; form pans minimum 6" wider than item passing through roof membrane.
- G. Form umbrella flashings with minimum 2" overhang, to shed water away from pitch pans.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install metal flashing and sheet metal in accordance with SMACNA Architectural Sheet Metal Manual.
 - 1. Install tight in place, with corners square, surfaces true and straight in planes, and lines accurate to profiles as indicated on Drawings.
 - 2. Lap joints in direction of water flow.
 - 3. Hold downspouts in position, clear of wall, by hangers spaced not more than 10'-0" on center; securely fasten hangers to wall without exposed damage to wall surface.

- B. Exercise care when cutting materials on site, to ensure cuttings do not remain on finished surfaces.
- C. Provide expansion joints concealed within system.
- D. Use concealed fasteners, continuous cleat type, except where specifically approved by Architect.
 - 1. Exposed fasteners may be used, where clearly indicated on shop drawings and approved by Architect, at areas not exposed at exterior walls nor in sight of interior spaces.
- E. Apply sealing compound at junction of metal flashing and felt flashing.
- F. Lock seams and end joints; fit flashing tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- G. Counter-flash mechanical and electrical items projecting through roof membrane.
- H. Install sealants where required to prevent direct weather penetration.
 - 1. Install continuous gasket behind surface applied reglets.
- I. Completed installation shall be free of rattles, noise due to thermal and air movement, and wind whistles.
- J. Install pitch pans and fill with plastic cement.
- K. Install umbrella flashing with draw band collars with sheet metal sealant between penetrating member and flashing; use wood blocking at angle type penetrations and cover blocking with sealant.
- L. Install precast concrete splash blocks at locations to interrupt fall of water and direct water flow as indicated on Drawings.

END OF SECTION

SECTION 09 01 20

PLASTER PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Patch exterior Portland cement plaster to match existing.
2. Patch interior gypsum plaster to match existing.
3. Patch existing lath where deteriorated and where damaged during construction operations.

1.2 REFERENCES

- A. ASTM C841: Installation of Interior Lathing and Furring.
- B. ASTM C842: Application of Interior Gypsum Plaster.
- C. ASTM C926: Application of Portland Cement Based Plaster.
- D. ASTM C1063: Installation of Lathing and Furring For Portland Cement Plaster.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Meeting: Convene not less than one week prior to commencing work of this Section. Require attendance of those directly affecting work of this Section.
 1. Review installation procedures and coordination required with related work.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product specifications for each lathing material and accessory.
- B. Mock-Up: Provide mock-up of each type of plaster patching.

1.5 PROJECT CONDITIONS

- A. Take precautionary measures to ensure excessive temperature changes do not occur.
- B. Cold-Weather Requirements: Do not apply plaster unless minimum ambient temperature of 50 degrees F has been and continues to be maintained for minimum 48 hours prior to application and until plaster is cured.

- C. Hot-Weather Requirements: Protect plaster from uneven and excessive evaporation during hot, dry weather.
- D. Interior Plaster: Provide heat and ventilation in interior areas where plaster work is being performed, so as to allow plaster to properly cure.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. System Description: Provide materials for patching existing plaster systems including lath and accessories which are deteriorated, and which are damaged by construction operations including plaster patching.
- B. Regulatory Requirements: Where assemblies are fire rated, provide materials acceptable to applicable authorities for required fire ratings.
 - 1. Provide materials required for systems listed by Underwriters Laboratory, Gypsum Association (GA) File No's in GA-600 Fire Resistance Design Manual, or other listing approved by applicable authorities.
- C. Portland Cement Plaster: Provide either neat or ready-mixed (where applicable) materials, at Contractor's option, complying with ASTM C926.
 - 1. Basecoat Materials:
 - a. Cement: Normal Type 1 or 1A Portland cement, ASTM C150.
 - b. Lime: Special finishing hydrated lime, Type S, ASTM C206.
 - c. Aggregate: Natural sand, conforming to ASTM C897 or C144.
 - 2. Brown Coat Water Acrylic Admix: Acrylic latex admix specifically manufactured for use in Portland Cement Plaster applications and which will not detrimentally effect finish.
 - a. Manufacturers:
 - 1) Larsen Products Corp./Acrylic Admix 101.
 - 2) Thoro System Products, Inc./Acryl 60.
 - 3) Chem-Masters Corp./Cretelox.
 - 4) Substitutions: Refer to Section 01 25 00.
 - 3. Finishing Materials: Same as basecoat with acrylic admix. Factory premix finish coat is acceptable.
 - a. Provide white cement from a single manufacturer and clear silica sand at applications indicated to have integral color.

4. Portland Cement Plaster Bonding Agents: ASTM C932 bonding agent as recommended by manufacturer for Portland cement exterior applications.
 - a. Manufacturers:
 - 1) Larsen Product Corp./Weld-Crete.
 - 2) Thoro System Products, Inc./Thorobond.
 - 3) Chem-Masters Corp./Polyweld.
 - 4) Substitutions: Refer to Section 01 25 00.
- D. Gypsum Plaster: Provide materials which result in surfaces matching adjacent existing surfaces, but no less than following.
 1. Basecoat Materials: Provide either neat or ready-mixed (where applicable) materials, complying with ASTM C28.
 - a. Cement: Provide either ready-mixed or neat gypsum plaster conforming to ASTM C28.
 - b. Lime: Normal finishing hydrated lime, ASTM C6.
 - c. Aggregate: Natural sand, conforming to ASTM C35; clean, washed, free from substances detrimental to plaster.
 2. Finishing Materials:
 - a. Cement: Keene's cement conforming to ASTM C61.
 - b. Lime: Special finishing hydrated lime, Type S, ASTM C206.
 - c. Aggregate: Clean white natural sand, conforming to ASTM C35; clean, washed, free from substances detrimental to plaster and capable of providing specified finish.
 3. Gypsum Plaster Bonding Agent: ASTM C631 bonding agent as recommended by manufacturer for gypsum cement applications.
 - a. Manufacturers:
 - 1) Larsen Product Corp./Plaster-Weld.
 - 2) H.B. Fuller/Ful-O-Mite BC-316.
 - 3) Substitutions: Refer to Section 01 25 00.
- E. Molding Plaster: ASTM C59, plaster of Paris.
 1. Moldings and Decorations: Replicate, repair and restore or move existing decorative moldings, applied panels, grooving and cast decorations.
 2. Cast decorative elements from molds prepared from existing decorations; strip and clean existing decorations to produce clean, sharp molds.

- F. Water: Clean, fresh and free from injurious amounts of oil, acid, alkali, salts, minerals, organic matter or other deleterious substances.
- G. Integral Color: Pure, non-fading, mineral oxide color conforming to ASTM C979 and designed and mixed to provide uniform color finish coat.
 - 1. Color: As selected by Architect and as required to produce final color of plaster to match existing plaster; custom color may be required.
- H. Lathing Materials and Accessories: Comply with requirements of referenced ASTM standards and applicable code requirements.
 - 1. Manufacturers:
 - a. ClarkDietrich Building Systems.
 - b. Phillips Manufacturing Co.
 - c. Alabama Metal Industries Corp. (AMICO).
 - d. Keene Products from Metalex, a Division of The Koller Group.
 - e. Delta Star, Inc., Superior Metal Trim.
 - f. Substitutions: Refer to Section 01 25 00.
 - 2. Metal Components:
 - a. Exterior Concealed Components: Hot-dipped galvanized, ASTM A653 minimum G90 for 18 gage and lighter formed metal products, ASTM A123 galvanized after fabrication for 16 gage and heavier products.
 - b. Exterior Exposed Components: Zinc accessories unless fully concealed in plaster.
 - c. Interior Components: Rust-inhibitive paint may be used in lieu of galvanizing other than in areas of potential high humidity.
 - 3. Metal Lath: Self-furring type where over solid substrate.
 - a. Typical: Expanded diamond mesh, minimum 2.5 lbs. per square yard.
 - b. Soffits: Expanded diamond mesh, minimum 3.4 lbs per square yard; provide ribbed lath where spanning between supports.
 - c. Tie Wire: ASTM A641, soft temper, Class 1 zinc coated; minimum 16 gage for tying metal lath to furring channels and metal lath to metal lath.
 - 4. Gypsum Lath: ASTM C37, Type X with core having increased fire-retardant properties; 1/2" thick unless otherwise indicated.
 - 5. Inside Corner Mesh: Minimum 26 gage steel; perforated or expanded flanges or clips shaped to permit complete embedding in plaster; minimum 3" x 3" size.
 - 6. Anchorages: Tie wire, nails, screws and other approved metal supports, of type and size to suit application.

7. Accessories: Provide as required for complete plaster patching, replace components which are damaged; match existing; conform to recommendations of referenced standards.
 - a. Casing Beads and Base Screeds: Minimum 26 gage, square edges at casing beads; provide with expanded flanges.
 - b. Expansion and Control Joints: Match existing.

2.2 PLASTER MIXES

- A. Provide Portland cement plaster mixes in accordance with ASTM C926 as appropriate to substrate indicated and approved samples.
- B. Provide gypsum plaster in accordance with ASTM C842 as appropriate for patching existing interior plaster.
- C. Mix only as much plaster as can be used in one hour.
- D. Mix materials dry, to uniform color and consistency, before adding water.
- E. Protect mixes from frost, dust and evaporation.
- F. Do not retemper mixes after initial set has occurred.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify climatic and surface conditions are satisfactory.
- B. Do not commence installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Preparation of Existing Plaster: Remove deteriorated plaster, cut back to sound plaster and back bevel remaining plaster edges, route cracks to scratch coat and bevel plaster edges.
 1. Apply bonding agent to existing plaster in accordance with bonding agent manufacturer's recommendations.
 - a. Gypsum Plaster: Prepare surfaces for direct bonding of gypsum plaster; conform to ASTM C843 for preparation and application of bonding agent and application of plaster over bonding agent.

2. Remove and replace lathing which is rusted or damaged; remove sufficient plaster to allow firm wire tie bond of new lathing to existing undamaged lathing.
 - a. Metal Lath: Apply metal lath taut, with long dimension perpendicular to supports; secure end laps with tie wire where they occur between supports; lap sides minimum 1-1/2"; secure with tie wires.
 - b. Attach lath to vertical wood framing members with 1" roofing nails or 6d common nails bent over to engage not less than three strands of lath. All driven fasteners shall penetrate framing a minimum of 3/4". When lath is applied over sheathing, fasteners shall penetrate the structural members not less than 3/4". Spacing of rows of nails corresponds to the framing spacing and rows spaced 7" on center vertically. Installation shall meet ASTM C1063-17a Standard Specification for Installation of Metal Lath.
 - c. Fasteners: Nails shall be galvanized roofing nails (type II, style 20) or galvanized common nails (type II, style 10) as specified in Fed Spec. FF-N-105B. and as shown in the following table:

Roofing Nails- Type II, Style 20

Shank (in)	Head (in)	Length (in)
0.120	0.438	1
0.120	0.438	1 1/2
0.120	0.438	1 3/4

Common Nails- Type II, Style 10

	Shank (in)	Head (in)	Length (in)
6d	0.113	0.266	2
8d	0.131	0.281	2 1/2
12d	0.148	0.312	3 1/4
16d	0.162	0.344	3 1/2
30d	0.207	0.438	4 1/2

3. Where efflorescence or stains are evident, ensure cause of moisture in back-up materials has been eliminated.
- B. Installation of New Metal Accessories:** Fasten in place true to line and in correct relation to adjacent materials and as to prevent dislodging and misalignment by subsequent operations. Fasten at both ends and at maximum 12" on center.
1. Bring grounding edge of accessories to true lines, plumb, level, and straight.
 2. Install accessories to provide required depth of plaster and to bring plaster surface to required plane.
 3. Install continuous corner reinforcement for full length of external corners.
 4. Beads: Use single length of metal beads wherever length of run does not exceed longest standard stock length available; miter or cope corners.

- a. Provide casing beads where plaster abuts dissimilar construction and at perimeter of openings where edges of plaster will not be concealed by other work.

3.3 PATCHING PORTLAND CEMENT PLASTER

- A. Remove surface deposits on plaster with dry brush and wipe affected areas with damp cloth.
- B. General: At major repair areas conform to ASTM C926.
 1. Apply cement plaster using three coats unless otherwise required to match existing.
 2. Apply each base coat to minimum thickness of 3/8"; allow each coat to slowly dry for minimum period of 48 hours;
 - a. Moist cure first base coat (scratch coat) during 48 hour period.
 3. Allow base coats to cure for minimum 7 days prior to application of finish coat.
 4. Evenly dampen base coat, to ensure uniform suction, and apply finish coat; apply thickness sufficient to secure required texture but in no case less than 1/8".
 - a. Apply pre-mixed finish coat in accordance with manufacturer's recommendations.
 5. Maintain surface flatness, with maximum variation of 1/8" in 10'-0".
 6. Avoid excessive working of surface, delay trowelling as long as possible to avoid drawing excess fines to surface.
 7. Finish: Provide surfaces with finish to match existing.
- C. Repairing Portland Cement Plaster: Repair major and minor damage to cement plaster (stucco).
 1. For sound cement plaster, having small cracks or other cosmetic blemishes, clean entire surface of existing plaster with detergent, and rinse with clear water.
 - a. If surface has been painted, remove paint.
 - b. Over one or two coats of sound condition paint, after washing and rinsing surface apply one coat of bonding agent tested and compatible with paint.
 - c. Apply finish coat of Portland cement stucco to thickness of approximately 1/8", and texture as required to match adjacent plaster finish.
 - d. Take special precautions to ensure temperature of material is maintained at 50 degrees F. during, and for not less than, 48 hours after application.

2. For unsound cement plaster, where segments have become detached from back-up base, remove unsound areas, and verify condition of back-up or base.
 - a. Replace damaged lath or lath without sufficient mechanical bond with new self-furring galvanized metal lath.
 - b. If back-up is concrete or masonry, clean it completely of old cement plaster and apply one coat of bonding agent.
 - c. Apply scratch coat to back-up or base; scratch horizontally for proper bond with brown coat; cure for minimum 48 hours.
 - d. Apply brown and finish coats as required for general Portland cement plaster.
 - e. Texture finish coat as required to match existing.
3. For large cracks in cement plaster, undercut edges on both sides of cracks to back-up material or base; dry brush cracks clean.
 - a. Apply coat of bonding agent to surfaces of damaged area; mix and apply scratch, brown and finish coats as specified.

3.4 PATCHING GYPSUM PLASTER

- A. Remove surface deposits on plaster with dry brush and wipe affected areas with damp cloth.
- B. General: Apply gypsum plaster in accordance with ASTM C842 and referenced standard; match existing system; apply each base coat to minimum thickness specified in ASTM C842.
 1. Allow each coat to slowly dry for minimum period of 48 hours.
 2. Allow base coats to cure for minimum 7 days prior to application of finish coat.
 3. Evenly dampen base coat, to ensure uniform suction, and apply finish coat; apply thickness sufficient to secure required texture but in no case less than 1/8".
 4. Apply finish coat in accordance with ASTM C842.
 5. At level areas maintain surface flatness, with maximum variation of 1/8" in 10'-0".
 - a. At curved surfaces maintain true to line within 1/4" in 10'-0".
 6. Finish: Provide surfaces with smooth-surface finish to match adjacent surfaces.
 - a. Avoid excessive working of surface, delay trowelling as long as possible to avoid drawing excess fines to surface.
- C. Patching Check-Cracks:

1. Flake out chips from each check-cracked area in severe cases, where finish has broken its bond with basecoats and can be removed easily in dry chips.
 2. Bevel edges of sound finish plaster around perimeter of each area and dry brush surfaces to receive new finish plaster patch.
 3. Apply bonding agent to existing base-coat plaster, including edges of cut areas, and permit agent to dry in accordance with manufacturer's recommendations.
 4. Mix and apply finish coat of patching plaster, press tightly against back-up coat to establish bond.
 - a. Immediately apply additional layer of patching plaster, from same batch, following same procedure, to fill crack to level of undisturbed surround finish coat.
 5. When patching plaster has stiffened, remove trowel marks and other surface imperfections with light trowel pressure.
 6. In cases where finish is bonded tightly to basecoat, lightly sand affected area with No. 000 cloth, removing raised edges. Wash, rinse and permit to dry.
- D. Patching Large Cracks: Before beginning corrective measures, cut plaster in area of one crack through its entire thickness to backing material.
1. Verify backing material and its general condition.
 2. Establish type and thickness of original plaster.
 3. Rake and undercut plaster for full thickness making cut sufficiently wide (generally double width of crack) to properly receive patching plaster.
 - a. Drybrush loose plaster from cut.
 - b. Mix and apply basecoats of patching plaster as required to match existing.
 4. Apply finish coats to partially dry basecoat or to thoroughly dry basecoat which has been evenly wetted by brushing or spraying with water.
 - a. Apply finish coat as required to match existing finish and as specified for general plaster.
- E. Minor Repairing to Ornamental Plaster Work: Repair small nicks, gouges, and chips.
1. Dry brush damaged area to remove loose plaster particles; if shape of damaged area is not conducive to good mechanical bond, trim cut edges of area to slight reverse bevel.
 2. Apply bonding agent to damaged area, and permit to dry.

3. Prepare plaster and apply to damaged area in one operation.
 - a. Shape mixture to surrounding profile, using moistened paper or cloth, to obtain smooth dense finish.
 - b. When plaster is thoroughly dry and cured, perform final shaping with No. 000 grit damp emery cloth.
- F. Major Repairing to Ornamental Plaster Work: Repair major damage to ornamental plaster.
 1. Undercut edges of damaged area to back-up material or base.
 2. Apply bonding agent to solid back-up and permit to dry.
 3. Mix and apply scratch and brown coats.
 4. Prepare running and casting molds, as required for condition.
 - a. Use casting molds for additional ornamentation that cannot be run in place.
 - b. Erect supports for molds as each segment of work is performed.
 5. Mix and place plaster to match surrounding ornamental plaster work, over partially dry brown coat or thoroughly dry brown coat which has been dampened by brushing or spraying with water.
 6. Leave molds in position until plaster has cured fully; remove molds carefully to prevent damaging newly molded areas; perform final shaping, if required, with No. 000 grit emery cloth.

3.5 CLEANING

- A. Promptly remove plaster from surfaces not indicated to be plastered.
- B. Repair other surfaces damaged by plaster patching operations to original undamaged condition as approved by Architect.

3.6 PROTECTION

- A. Protect surfaces from stains, marring, and other damage; repair stained, marred and damaged surfaces prior to Substantial Completion.

END OF SECTION

SECTION 09 90 00

PAINTING AND COATING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items.
 - 1. Specified surface preparation, priming and coats of paint are in addition to shop-priming and surface treatment specified under other sections of work.
 - 2. Painting and finishing include field finishing of exterior and interior items not listed as "Surfaces not to be Painted" unless clearly indicated otherwise.
 - 3. Painting and finishing include field finishing of select shop finished items such as mechanical grilles and registers and shop primed items such as access panels and louvers in doors, to match adjacent surfaces.
 - a. Match adjacent surfaces in color and sheen unless otherwise indicated.
 - 4. Field paint exposed bare and covered pipes, ducts, and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work in occupied spaces.
- B. Surfaces Not to be Painted:
 - 1. Finished items including finished metal surfaces.
 - 2. Labels: Keep equipment identification and fire rating labels free of paint.
- C. Related Sections: Shop priming of ferrous metal items is included under various Specification sections.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information, including paint label analysis and application instructions for each material.
- B. Samples: Submit samples for review of color and texture; provide list of material and application for each coat of each finish sample.
 - 1. Field Samples: Duplicate painted finishes of approved samples on actual components for approval prior to commencing work.
 - a. Size: Minimum 100 sf located where approved.
 - b. Components: One full component as directed.
- C. Manufacturer Certificates: Furnish certificates from each manufacturer stating materials are top quality lines and suitable for intended use on this Project.

1.3 QUALITY ASSURANCE

- A. Sustainability Requirements: Comply with CALGreen requirements including those relative to finish material pollution control for paints and coatings.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, with:
 - 1. Name of material, color and sheen.
 - 2. Manufacturer's name, stock number and date of manufacture.
 - 3. Contents by volume, for major pigment and vehicle constituents.
 - 4. Thinning and application instructions.

1.5 SITE CONDITIONS

- A. Apply water-base paints when temperature of surfaces and surrounding air are between 50 and 90-degrees F.
- B. Do not apply paint in rain, fog or mist; or when relative humidity exceeds 85 percent; or to damp or wet surfaces.
- C. Painting may be continued during inclement weather if areas to be painted are enclosed and heated within temperature limits specified.
- D. Provide additional temporary ventilation during interior application of paints to eliminate volatile organic compound (VOC) emissions from interior spaces as quickly as possible.

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

- A. Sherwin-Williams Co.
- B. Pittsburgh Paints, PPG Pittsburgh Paints
- C. Dunn-Edwards Corp.
- D. Vista Paint Co.
- E. Substitutions: Refer to Section 01 25 00.

2.2 MATERIALS

- A. System Description: Provide painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items.
 - 1. Definition: "Painting" and "coating" as used herein means systems including primers, emulsions, enamels, stains, sealers and fillers, whether used as prime, intermediate or finish coats.

B. Regulatory Requirements:

1. Volatile Organic Compound (VOC) Emissions: Furnish materials approved for use by applicable air quality management district for limitations of volatile organic compounds for architectural or special coatings as applicable.

C. Material Quality: Provide top line quality commercial grade (professional painter) paints; materials not bearing manufacturer's identification as their top line product shall not be acceptable.

1. Primers: Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified.
2. Undercoats and Barrier Coats: Provide undercoat paints produced by same manufacturer as finish coats; use only thinners approved by paint manufacturer and use only within recommended limits.
3. Finish Coats: Provide finish coats capable of being washed with mild detergent without loss of color, sheen, or pigments.
 - a. Color pigments: Pure, non-fading, applicable types to suit substrates and service indicated; no lead content permitted.
4. Finish Coat Coordination: Provide finish coats which are compatible with prime paints, undercoats, and barrier coats used.
 - a. Review other Specification sections in which prime paints are provided; ensure compatibility of total coatings systems.
 - b. Upon request from other trades furnish information on characteristics of finish materials proposed for use.
 - c. Provide barrier coats over incompatible primers or remove and prime as required.
 - d. Notify Architect in writing of any anticipated problems in use of specified coating systems with substrates primed by others.

D. Colors and Finishes: Prior to commencement of painting work, Architect will furnish color chips for surfaces to be painted.

1. Use of proprietary names in color selection is not intended to imply exclusion of equivalent products of other manufacturers.
2. Final acceptance of colors will be from samples applied on site.
3. Colors: Where color is not indicated on Drawings or Finish Schedule, provide standard color as directed by Architect.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Inspection: Examine areas and conditions under which painting work is to be applied.
 - 1. Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any area.
 - 2. Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas.
 - 3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film.
- B. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition.
 - 1. Existing Painted Finishes:
 - a. Clean existing painted surfaces and remove oil, grease, dust, stains, scale, efflorescence, mildew, mold, algae, blisters, and non-adhering paint.
 - b. Measure adhesion of existing paints using ASTM D3359 tape test; remove existing coatings where poor adhesion is indicated.
 - c. Feather edges of severely deteriorated paint where several coats are removed as part of cleaning, to provide smooth transition for new paint.
 - d. Fill holes, cracks, and defects and fill and sand smooth, ready for new paint finish.
- C. Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting; after painting reinstall removed items.
- D. Clean surfaces before applying paint; remove oil and grease prior to mechanical cleaning; program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces.
- E. Ferrous Metals: Touch up shop-applied prime coats wherever damaged using same type of primer as applied in shop or barrier coat compatible with finish paint.
 - 1. Galvanized Surfaces: Clean free of oil and surface contaminants, using non-petroleum-based solvent; primer and touch-up primer to be zinc-rich primer.
- F. Mix painting materials in accordance with manufacturer's directions.
- G. Store materials in tightly covered containers; maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

- H. Stir materials before application to produce mixture of uniform density and stir as required during application; do not stir surface film into material, if necessary, strain material before using.

3.2 APPLICATION

- A. Apply paint in accordance with manufacturer's directions; use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color and appearance.
 - 2. Provide extra attention during application to assure dry film thickness at corners and crevices is equivalent to that of flat surfaces.
 - 3. Sand lightly between coats when recommended by system manufacturer.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated or prepared for painting as soon as practicable after preparation.
 - 1. Allow time between successive coatings to permit proper drying.
 - 2. Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer.
- D. Prime Coats: Apply to items not previously primed; recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat.
- E. Finish Coats: Provide even texture; leave no laps, irregularity in texture, skid marks, or other surface imperfections.
 - 1. Opaque Finishes: Provide opaque, uniform finish, color and coverage; cloudiness, spotting, holidays, brush marks, runs, sags, ropiness, and other surface imperfections are not acceptable.
- F. Completed Work: Match approved samples for color, texture and coverage; remove, refinish or repaint work not accepted.

3.3 PAINTING SCHEDULE

- A. Exterior Work: Provide following paint systems and sheens unless otherwise indicated.
 - 1. Metal: Semigloss sheen.
 - a. 1st Coat: Touch-up primer, prime if none.
 - b. 2nd and 3rd Coat: Exterior 100% acrylic enamel.

2. Metal: High-performance coating specified in Section 09 96 70.
 - a. Refer to Section 09 96 80 – Elastomeric Coating.
3. Traffic Line Paint: Manufacturer's standard sheen; colors as required by line or symbol; blue for handicapped parking spaces.
 - a. 1st and 2nd Coat: Water based acrylic/epoxy traffic line paint; other systems subject to prior approval by Architect.

3.2 CLEAN-UP, PROTECTION, AND REPAIR

- A. Clean-Up: During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each workday.
 1. Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.
- B. Protection: Protect work of other trades, whether to be painted or not; correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 1. Provide "Wet Paint" signs to protect newly painted finishes.
 2. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- C. Repair: At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces.

END OF SECTION