



TOKAY HIGH SCHOOL POOL RENOVATION

0825-8425-600-10

OCTOBER 22, 2024

TECHNICAL SPECIFICATIONS
FOR
TOKAY HIGH SCHOOL – POOL RENOVATION
1111 W. Century Boulevard
LODI, CA 95242



IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT

APP: 02-121479 INC:
REVIEWED FOR

SS FLS ACS

DATE: 07/02/2024

PREPARED BY:

ARCH ♦ PAC, AQUATICS

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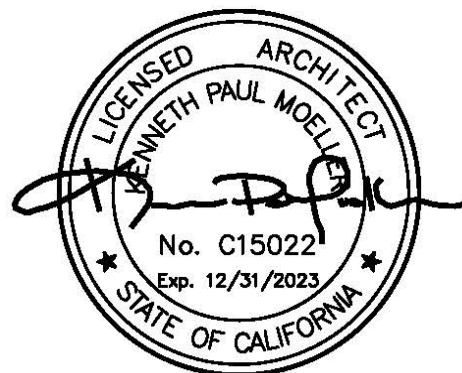
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DSA SUBMITTAL

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DOCUMENT 00 01 10
TABLE OF CONTENTS

Procurement and Contracting Requirements

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

Solicitation

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

Instructions for Procurement

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

Available Information

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

Procurement Forms and Supplements

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|--|
| | 00 41 13 | Bid Form and Proposal |
| | 00 43 13 | Bid Bond |
| | 00 43 36 | Designated Subcontractors List |
| | 00 45 01 | Site Visit Certification |
| | 00 45 19 | Non-Collusion Declaration |
| | 00 45 19.01 | Iran Contracting Act Certification |
| | 00 45 19.02 | Off-Road Diesel-Fueled Fleet Certification |
| | 00 45 26 | Workers' Compensation Certification |
| | 00 45 46.01 | Prevailing Wage and Related Labor Requirements Certification |
| | 00 45 46.02 | Disabled Veteran Business Enterprise Participation Certification |
| | 00 45 46.03 | Drug-Free Workplace Certification |
| | 00 45 46.04 | Tobacco-Free Environment Certification |
| | 00 45 46.05 | Hazardous Materials Certification |
| | 00 45 46.06 | Lead-Based Materials Certification |
| | 00 45 46.07 | Imported Materials Certification |
| | 00 45 46.08 | Criminal Background Investigation/Fingerprinting Certification |
| | 00 45 46.09 | Drug and Alcohol-Free Schools Certification |
| | 00 45 46.10 | Roofing Project Certification |
| | 00 45 46.11 | Federal Debarment Certification |



| | |
|-------------|--|
| 00 45 46.12 | Federal Byrd Anti-Lobbying Certification |
| 00 45 49 | Registered Subcontractors List |
| 00 45 90 | Post Bid Interview |

Contracting Forms and Supplements

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|---------------------------------------|
| | 00 51 00 | Notice of Award |
| | 00 52 13 | Agreement Form |
| | 00 55 00 | Notice to Proceed |
| | 00 56 00 | Escrow Bid Documentation |
| | 00 57 00 | Escrow Agreement in Lieu of Retention |

Project Forms

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|---|
| | 00 61 13.13 | Performance Bond |
| | 00 61 13.16 | Payment Bond |
| | 00 63 40 | Contingency Expenditure Directive Form |
| | 00 63 40.1 | Allowance Expenditure Directive Form |
| | 00 63 47 | Daily Force Account Report |
| | 00 63 57 | Proposed Change Order Form |
| | 00 63 63 | Change Order Form |
| | 00 65 19.26 | Agreement and Release of Any and All Claims |
| | 00 65 36 | Guarantee Form |

Conditions of the Contract

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|---|
| | 00 72 13 | General Conditions |
| | 00 73 13 | Special Conditions |
| | 00 73 56 | Hazardous Materials Procedures and Requirements |

General Requirements

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

Price and Payment Procedures

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

Administrative Requirements

| <u>Division 1</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|--------------------|
| | 01 31 19 | Project Meetings |
| | 01 32 13 | Scheduling of Work |



| | |
|-------------|----------------|
| 01 33 00 | Submittals |
| 01 35 13.23 | Site Standards |

Quality Requirements

| <u>Division 1</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|----------------------------|
| | 01 41 00 | Regulatory Requirements |
| | 01 42 13 | Abbreviations and Acronyms |
| | 01 42 16 | Definitions |
| | 01 42 19 | References |
| | 01 43 00 | Materials and Equipment |
| | 01 45 00 | Quality Control |

Temporary Facilities and Controls

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

Product Requirements

| <u>Division 1</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|--|
| | 01 64 00 | Owner-Furnished Products |
| | 01 66 00 | Product Delivery, Storage and Handling |

Execution and Closeout Requirements

| <u>Division 1</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|--------------------------------------|
| | 01 71 23 | Field Engineering |
| | 01 73 29 | Cutting and Patching |
| | 01 76 00 | Alteration Project Procedures |
| | 01 77 00 | Contract Closeout and Final Cleaning |
| | 01 78 23 | Operation and Maintenance Data |
| | 01 78 36 | Warranties |
| | 01 78 39 | Record Documents |

Life Cycle Activities

| <u>Division 1</u> | <u>Section</u> | <u>Title</u> |
|-------------------|----------------|---------------|
| | 01 91 00 | Commissioning |

DIVISION 2 – SITEWORK

02 20 00 Subsurface Investigation
02 41 00 Recommendations Demolition

DIVISION 3 – CONCRETE

03 10 00 Concrete Formwork
03 20 00 Steel Reinforcement
03 30 00 Swimming Pool Cast-in-Place Concrete
03 36 10 Swimming Pool Shotcrete
03 60 00 Epoxy Anchors

DIVISION 4 - MASONRY

04 10 00 Mortar & Grout
04 22 00 Concrete Unit Masonry

DIVISION 5 - METALS

05 52 00 Railings, Handrails & Ladder Rungs

DIVISION 6 - WOOD AND PLASTICS

Not Utilized

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 90 00 Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

08 11 00 Hollow Metal Work
08 71 00 Finish Hardware

DIVISION 9 - FINISHES

09 32 10 Swimming Pool Ceramic Tile
09 90 00 Painting

DIVISION 10 - SPECIALTIES

10 14 00 Signage
10 44 00 Fire Extinguishers

DIVISION 13 – SWIMMING POOL

13 11 00 Swimming Pool Equipment
13 11 10 Swimming Pool Mechanical Equipment
13 11 20 Swimming Pool Start-Up and Operations
13 11 30 Timing System – reuse Daktronics

DIVISION 20 – ALARM & DETECTION SYSTEMS

Not Utilized

DIVISION 22 – PLUMBING

22 15 40 Swimming Pool Piping

DIVISION 23 – HVAC

Not utilized

DIVISION 25 – INTEGRATED AUTOMATION

Not utilized

DIVISION 26 – ELECTRICAL

26 14 40 Swimming Pool Electrical

DIVISION 27 – COMMUNICATIONS

Not utilized

DIVISION 28 - SECURITY

Not utilized

DIVISION 31 – EARTHWORK

31 11 23 Aggregate Base Course
31 23 33 Trenching & Backfilling

DIVISION 33 - UTILITIES

33 10 00 Water Utilities
33 40 00 Storm Drain Utilities



DOCUMENT 00 01 15
LIST OF DRAWINGS AND TABLES

GENERAL

| | |
|-------|-------------------------------|
| SP0-1 | Cover Sheet |
| SP0-2 | General Notes & Code Analysis |
| SP0-3 | Campus Plan |
| SP1-1 | Site Plan for Demo |

AQUATICS

| | |
|--------|----------------------------------|
| SP2-1 | Swimming Pool Plan |
| SP2-2 | Swimming Pool Deck Plan |
| SP3-1 | Swimming Pool Piping Layout |
| SP4-1 | Swimming Pool Sections |
| SP9-1 | Swimming Pool Details |
| SP9-2 | Swimming Pool Details |
| SP9-3 | Swimming Pool Details |
| SP9-4 | Swimming Pool Details |
| SP9-5 | Swimming Pool Details |
| SP9-6 | Swimming Pool Details |
| SP9-7 | Swimming Pool Details |
| SP9-8 | Swimming Pool Details |
| SPM2-0 | Mechanical Room Demo Plan |
| SPM2-1 | Mechanical Room Equipment Layout |
| SPM9-1 | Mechanical Room Details |
| SPM9-2 | Mechanical Room Details |
| SPM9-3 | Mechanical Room Details |
| SPM9-4 | Mechanical Room Details |

STRUCTURAL

| | |
|------|------------------------------------|
| S0-1 | Structural Notes & Typical Details |
| S2-1 | Building Plans & Sections |
| S2-2 | Roof Framing Plan & Section |
| S3-1 | Sections & Wall Line Elevations |
| S4-1 | Details |

END OF DOCUMENT



DOCUMENT 00 01 20
LIST OF SCHEDULES

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

a. Bid Dates

1. Advertise to Bid (first) October 22, 2024
2. Advertise to Bid (second) October 29, 2024
3. Pre-Bid Conference/walk Tuesday, November 5, 2024 at 10:00 A.M.
4. RFI Due Tuesday, November 12, 2024, by 1:00 P.M.
5. Addendum (last) Tuesday, November 19, 2024, by 1:00 P.M.
6. Bids Due Tuesday, November 26, 2024 1:00 P.M.
7. Board Award Tuesday, December 17, 2024

b. Contracts

1. Bond Preparation December 18-27, 2024
2. Contract Execution December 27, 2024

c. Pre-Construction Activities

1. Start Date December 18, 2024
2. Submittals and Approvals December 18, 2024 – January 15, 2024
3. Materials Ordering/Stockpiling December 2024 – February 2024

d. Construction

1. Date of facility availability February 1, 2024
2. Begin turning over spaces to District May 30, 2025

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

1. Occupancy – May 30, 2025

f. Completion/Close-out

1. Substantial Completion Date Friday May 30, 2025
2. Complete Minor Finish Work June 6, 2025
3. Complete Punch List Work June 13, 2025
4. Closeout/Completion June 20, 2025

END OF DOCUMENT



DOCUMENT 00 11 16
NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Lodi Unified School District ("District") will receive sealed bids for the following project, Tokay High School Pool Renovation Project No. 0825-8425-600-10 ("Project" or "Contract"):
2. The Project consists of: Site grading, a bathhouse with mechanical room equipment, a pool plaster and tile refinish, a cantilever deck and ramps, and pool piping.
3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

C-53 Lathing & Plastering and B General Building

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

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after October 22, 2024 for review on the District's website, <https://www.lodiUSD.net/about/bonds#facilities>, under the "**Facilities and Planning (F&P) Projects**". In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

- a. Central California Builders Exchange: (559) 237-1831
- b. Builder's Exchange of Stockton: (209) 478-1000
- c. Builder's Exchange of Sacramento: (916) 442-8991
- d. Valley Builders Exchange: (209) 522-9031

6. RESERVED
7. Sealed bids will be received until 1:00 p.m., Tuesday November 26, 2024 at the District Facilities & Planning Office, 880 N Guild Avenue, Lodi, California 95240 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
8. 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. Pre-qualification is completed on the web at <https://pqbids.com/lodi>.
9. Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for **a public project involving a projected expenditure of \$1 million or more using or planning to use state general fund or state**



school bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses for the performance of electrical, mechanical or plumbing components who have not been prequalified shall be deemed nonresponsive.

10. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
11. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Lodi Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
12. A mandatory pre-bid conference and site visit will be held on **Tuesday November, 5 2024 at 10:00 a.m. at Tokay High School, 1111 W Century Blvd, Lodi, California** ("Site Visit"). 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. The Site Visit Certification, provided at the end of the Site Visit, must be submitted with the Bid when a site visit is required.
13. 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.
14. The inclusion of an owner-controlled or wrap-up insurance program ("OCIP") for this Project is at the discretion of the District. When the District elects to provide an OCIP, the policy limits, known exclusions, and the duration for which the policy is intended to remain effective are detailed in the OCIP Manual. In such cases, it is mandatory for all bidders to comply with the following minimum requirements: no serious and willful violations of Labor Code section 6300 et seq., a workers' compensation experience modification factor of 1.00 or less, and an instituted injury prevention program pursuant to Labor Code section 3201.5 or 6401.7.
15. Bidders are required to submit the Off-Road Diesel-Fueled Fleet Certification along with their Bids, but only in cases where the project involves the use of off-road diesel-fueled vehicles and equipment subject to regulation. 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.
16. 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.
17. 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.

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 section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
19. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
20. 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:
 - a. Field Test or Experiment: To determine the product's suitability for future use, the following item(s) have been designated.
 - b. 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.
 - c. Sole Source Availability: To obtain a necessary item that is only available from one source, the following item(s) have been designated.
 - d. 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

21. This Project may be funded, in whole or in part, with federal funds. 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..
22. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:



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

END OF DOCUMENT



DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

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

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

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

Tokay High School Pool Renovation Project No. 0825-8425-600-10

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. The District 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. Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for **a public project involving a projected expenditure of \$1 million or more using or planning to use state general fund or state school bond funds**. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses for the performance of electrical, mechanical or plumbing components who have not been prequalified shall be deemed nonresponsive.
5. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be submitted to the **Facilities and Planning Office, 880 N. Guild Avenue, Lodi California 95240** by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
6. 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.
7. Bids will be opened at or after the time indicated for receipt of bids.



8. 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.
9. 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.
10. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
11. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if applicable.
 - d. Non-Collusion Declaration.
 - e. Iran Contracting Act Certification, if applicable.
 - f. Off-Road Diesel-Fueled Fleet Certification.
 - g. Federal Debarment Certification, if federal funds used.
 - h. Federal Byrd Anti-Lobbying Certification, if federal funds used.
 - i. OCIP Insurance forms, if District has elected to use OCIP.
12. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
13. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the



amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

14. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
15. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
16. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
17. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
18. Bidders are required to submit the Off-Road Diesel-Fueled Fleet Certification along with their Bids, but only in cases where the Project involves the use of off-road diesel-fueled vehicles and equipment subject to regulation. 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.



This requirement applies solely to projects for which Off-Road Diesel-Fueled Fleet Certification is relevant due to the nature of the work and the equipment used.

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

This Project may be funded, in whole or in part, with federal funds. 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.

20. If applicable, pursuant to Education Code section 17550, the District may require the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. In this instance, the board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.
21. If the District has elected to provide an owner-controlled insurance policy ("OCIP"), the policy limits, known exclusions, and the duration for which the policy is intended to remain effective are detailed in the OCIP Manual. In such cases, it is mandatory for all bidders to comply with the following minimum requirements: no serious and willful violations of Labor Code section 6300 et seq., a workers' compensation experience modification factor of 1.00 or less, and an instituted injury prevention program pursuant to Labor Code section 3201.5 or 6401.7.
22. 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.
23. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a



bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.



- (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
24. 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.
25. 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.
26. 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. 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 <https://www.lodiUSD.net/about/bonds#facilities>. 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.
27. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
28. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
29. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.



30. 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.
31. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
32. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
33. 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:
 - (a) The subcontractor is registered prior to the bid opening.
 - (b) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.



- (c) 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.
34. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature. If approved by the District, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Disabled Veteran Business Enterprise Participation Certification. *(If applicable)*
 - i. Drug-Free Workplace Certification. *(If applicable)*
 - j. Tobacco-Free Environment Certification. *(If applicable)*
 - k. Drug and Alcohol-Free Schools Certification. *(If applicable)*



- I. Hazardous Materials Certification. *(If applicable)*
 - m. Lead-Based Materials Certification. *(If applicable)*
 - n. Imported Materials Certification. *(If applicable)*
 - o. Criminal Background Investigation/Fingerprinting Certification.
 - p. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor. *(If applicable)*
 - q. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
35. 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.
36. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one



having nominal prices for some work items and/or enhanced prices for other work items.

37. 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.
38. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT



DOCUMENT 00 31 19
EXISTING CONDITIONS

1. **Summary**

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

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

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

3. **Use of Information**

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions.



Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.

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

4. Investigations/Site Examinations

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

END OF DOCUMENT



DOCUMENT 00 31 32
GEOTECHNICAL DATA

1. **Summary**

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

2. **Geotechnical Reports**

- a. Geotechnical reports may have been prepared for and around the Site and/or in connection with the Work by soil investigation engineers hired by Lodi Unified School District ("District"), and its consultants, contractors, and tenants.
- b. Geotechnical reports may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports are **not** part of the Contract Documents.
- c. The reports and drawings of physical conditions that may relate to the Project are the following:
 - Subsurface soil conditions
 - Groundwater conditions
 - Seismic site classification per the 2022 California Building Code (CBC)
 - Site preparation and earthwork
 - Demolition considerations
 - Pool recommendations

3. **Use of Data**

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



4. Limited Reliance Permitted on Certain Information

- a. Reference is made herein for identification of:

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

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

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

5. Investigations/Site Examinations

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



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

END OF DOCUMENT



DOCUMENT 00 41 13
BID FORM AND PROPOSAL

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

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications for the following project known as:

Tokay High School Pool Renovation Project No. 0825-8425-600-10

("Project" or "Contract") 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 Alternates

| | |
|---------------------|------------------|
| _____ | dollars \$ _____ |
| ALTERNATE 1 | |
| _____ | dollars \$ _____ |
| ALTERNATE 2 | |
| _____ | dollars \$ _____ |
| ALTERNATE 3 | |
| _____ | dollars \$ _____ |
| ALTERNATE 4 | |
| _____ | dollars \$ _____ |
| ALTERNATE 5 | |
| _____ | dollars \$ _____ |
| ALTERNATE 6 | |
| _____ | dollars \$ _____ |
| ALTERNATE 7 | |
| _____ | dollars \$ _____ |
| ALTERNATE 8 | |
| _____ | dollars \$ _____ |
| ALTERNATE 9 | |
| _____ | dollars \$ _____ |
| ALTERNATE 10 | |
| _____ | dollars \$ _____ |
| ALTERNATE 11 | |



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) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
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 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 General Conditions and 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 hereto:
 - Bid Bond on the District's form or other security
 - Addendum Acknowledgement
 - Registered Subcontractors List
 - Site Visit Certification *(If applicable)*
 - Non-Collusion Declaration
 - Off-Road Diesel-Fueled Fleet Certification
 - ~~OCIP Insurance forms *(If applicable)*~~
 - ~~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(n)

C-53 Lathing & Plastering and B General Building

- 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. If the District has entered into a Project Labor Agreement, Bidder agrees to comply with all requirements of the Project Labor Agreement.
- 14. 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.
- 15. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 16. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 17. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.



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

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 Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



DOCUMENT 00 43 13
BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____ Dollars (\$ _____)

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

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

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

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

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



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

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT



DOCUMENT 00 43 36
DESIGNATED SUBCONTRACTORS LIST

(Public Contact Code Sections 4100-4114)

PROJECT: **Project Name Project No.**

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



DOCUMENT 00 45 01
SITE VISIT CERTIFICATION

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

PROJECT: **Tokay High School Pool Renovation Project No. 0825-8425-600-10**

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

- 1.
- 2.
- 3.

END OF DOCUMENT



DOCUMENT 00 45 19
NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

The undersigned declares:

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

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

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

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

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 45 19.01
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

CERTIFICATION:

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

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

END OF DOCUMENT



DOCUMENT 00 45 19.02

OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** 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



DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT



DOCUMENT 00 45 46.01
**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

I hereby certify that, if this Project utilizes federal funds, I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

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

END OF DOCUMENT



DOCUMENT 00 45 46.02
**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

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

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

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

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



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

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

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

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

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



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

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

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

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

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



CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

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



condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 45 46.05
HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between Lodi Unified School District ("District") and _____

("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled, "Hazardous Materials Procedures & Requirements" and shall comply with all the provisions outlined therein.
7. 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



DOCUMENT 00 45 46.06

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse 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.

8. Overview of California Law

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



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

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

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

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

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

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



1. 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.

2. Contractor's Liability

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

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

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

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

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

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



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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 45 46.07

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 45 46.08

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING
CERTIFICATION**

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation

LODI UNIFIED SCHOOL DISTRICT

**DOCUMENT 00 45 46.08
CRIMINAL BACKGROUND
INVESTIGATION/FINGERPRINTING
CERTIFICATION**



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: _____

[CONTINUED ON NEXT PAGE]



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: _____

Name/Company: _____

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



DOCUMENT 00 45 46.09

DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** 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



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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 45 46.11

FEDERAL DEBARMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Tokay High School Pool Renovation Project No. 0825-8425-600-10** 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



DOCUMENT 00 45 46.12
BYRD ANTI-LOBBYING CERTIFICATION

(For federally funded contracts exceeding \$100,000)

**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 Activities

Approved by OMB
0348-004

Complete 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 <i>(if individual, last name, first name, MI):</i> | 10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 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. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: ____ | |
| Federal Use Only | 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 follow up 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.

END OF DOCUMENT



DOCUMENT 00 45 49
REGISTERED SUBCONTRACTORS LIST

(Labor Code Section 1771.1)

(Not required for construction projects less than \$25,000 or maintenance projects less than \$15,000)

PROJECT: **Tokay High School Pool Renovation Project No. 0825-8425-600-10**

Date Submitted (for Updates): _____

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

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

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

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____



Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 45 90
POST BID INTERVIEW

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.
- C. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

1.03 POST BID INTERVIEW PROCEDURE

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



1.04 POST BID INTERVIEW DOCUMENTATION

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

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POST BID INTERVIEW

CONSTRUCTION MANAGER

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

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS:

A. Present

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

II. PROPOSED CONTRACT:

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

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

IV. CONTRACTUAL REQUIREMENTS:

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



- C. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? Yes No
 - 1. Cost for bonds: _____% Yes No
 - 2. Is the cost of your bonds in your base bid? Yes No
 - 3. Is your surety licensed to issue bonds in California? Yes No
- D. Do you understand the fingerprinting requirements? Yes No
- E. Is it understood that all workers must be paid prevailing wage? Yes No
- F. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? Yes No
- V. SCOPE OF WORK:
 - A. Acknowledged Receipt of Addenda #1-_____ Yes No
 - B. Are the costs for addenda items included in your bid? (if applicable) Yes No
 - C. Do you have a complete understanding of your Scope of Work under the proposed Agreement? Yes No
 - D. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? Yes No

If yes, please identify them.

 - 1. _____
 - _____
 - 2. _____
 - _____
 - 3. _____
 - _____
 - Is (are) there additional cost(s) for the above item(s)? Yes No
 - E. Is the cost for owner-controlled contingency included in your bid? Yes No
 - F. Have you reviewed bid alternative(s) #1-_____? (if applicable) Yes No
 - G. Are the costs for bid alternatives included in your bid? Yes No
 - H. Are the plans and specifications clear and understandable to your satisfaction? Yes No
 - I. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No



VI. SCHEDULE:

- A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No
- 1. Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No
- 2. Can you meet the submittal deadline? Yes No
- 3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No
- 4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. If not, what do you believe must change and why? Yes No

- B. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No
- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

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

VII. EXECUTION OF WORK



- A. Do you understand the access to the site? Yes No
- B. Do you understand the staging area restrictions? Yes No
- C. Have you included protection of [asphalt, floors, and roofs]? Yes No
- D. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.?

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

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

IX. CONTRACTOR

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

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

[Company Name]

Signature _____ Title: _____

Date: _____

X. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: _____

Date of Document: _____

END OF DOCUMENT



DOCUMENT 00 51 00
NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

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

Re: _____, Project No. _____ ("Project").

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

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

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

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

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

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification. **(If Applicable)**
- i. Drug-Free Workplace Certification. **(If Applicable)**



- j. Tobacco-Free Environment Certification. **(If Applicable)**
- k. Hazardous Materials Certification. **(If Applicable)**
- l. Lead-Based Materials Certification. **(If Applicable)**
- m. Imported Materials Certification. **(If Applicable)**
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor. **(If Applicable)**

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

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

LODI UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT



DOCUMENT 00 52 13
AGREEMENT

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

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

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

Tokay High School Pool Renovation Project No. 0825-8425-600-10

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

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

- 4. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 5. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 6. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within 118 consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.



7. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
8. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred Dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

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

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

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

9. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
10. **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, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
11. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.



For projects where the District implements an Owner-Controlled or Wrap-Up Insurance Program (OCIP), the Contractor and all Subcontractors under the Contractor are required to participate in and comply with the OCIP. In such instances, prior to the issuance of the Notice to Proceed by the District, the Contractor shall submit all necessary certificates of insurance and insurance endorsements, except for those coverages provided by the OCIP as detailed in the OCIP Manual. The requirement to provide payment and performance bonds remains applicable.

12. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
13. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
14. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
15. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **C-35 and B** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
16. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
17. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

For Projects Utilizing Federal Funds: In addition to the above, the Contractor and all Subcontractors must comply with the Davis-Bacon Act, applicable reporting requirements, and any other relevant federal funding requirements. In instances where a conflict arises between state and federal wage provisions, the more



stringent requirement shall prevail. This additional compliance is required only for projects that utilize federal funds.

- 18. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 19. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ Dollars

(\$ _____),

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

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



deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

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

[CONTRACTOR NAME]

LODI UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

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

END OF DOCUMENT



DOCUMENT 00 55 00
NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: _____

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

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

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

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work.

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

LODI UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT



DOCUMENT 00 56 00
ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

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

2. Ownership of Escrow Bid Documentation

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



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

3. Format and Contents of Escrow Bid Documentation

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

4. Submittal of Escrow Bid Documentation

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



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

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

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



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

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

END OF DOCUMENT



DOCUMENT 00 57 00
ESCROW AGREEMENT IN LIEU OF RETENTION

(Public Contract Code Section 22300)

(Note: Contractor must use this form.)

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

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

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

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

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

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



Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

27. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
28. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
29. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
30. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
31. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
32. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

On behalf of District:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

END OF DOCUMENT



DOCUMENT 00 61 13.13
PERFORMANCE BOND

(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

END OF DOCUMENT



DOCUMENT 00 61 13.16
PAYMENT BOND

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Lodi Unified School District, ("District") and _____, ("Principal") have entered

into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

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

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

NOW, THEREFORE, the Principal and _____

("Surety")

are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of

Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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



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

Principal

Surety

By

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

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

END OF DOCUMENT



DOCUMENT 00 63 40
CONTINGENCY EXPENDITURE DIRECTIVE

Project: _____
Bid No.: _____
PCO No.: _____

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

You are hereby directed to proceed with the following change(s) in this Contract:

(Contractor documentation supporting proper completion of work must be attached.)

| | |
|---|----|
| Total Contract Contingency Amount: | \$ |
| Amount of Previously Approved Contingency Expenditure Directive(s): | \$ |
| Amount of this Contingency Expenditure Directive: | \$ |

The undersigned Contractor approves the foregoing release of Contingency for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq. This Contingency Expenditure Directive must be signed by an authorized District representative. It is expressly understood that the authorized contingency expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

| | |
|--|---|
| <p>DISTRICT: LODI UNIFIED SCHOOL DISTRICT Date: _____ By: Edith Holbert, Executive Director of Ops.</p> | <p>CONTRACTOR: _____ Date: _____ By: _____ [Print Name and Title here]</p> |
| <p>ARCHITECT: _____ Date: _____ By: _____ [Print Name and Title here]</p> | <p>CM: _____ Date: _____ By: _____ [Print Name and Title here]</p> |

END OF DOCUMENT



DOCUMENT 00 63 40.1
ALLOWANCE EXPENDITURE DIRECTIVE

Project: _____
Bid No.: _____
PCO No.: _____

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

You are hereby directed to proceed with the following change(s) in this Contract:

(Contractor documentation supporting proper completion of work must be attached.)

| | |
|---|----|
| Total Contract Allowance Amount: | \$ |
| Amount of Previously Approved Allowance Expenditure Directive(s): | \$ |
| Amount of this Allowance Expenditure Directive: | \$ |

The undersigned Contractor approves the foregoing release of Allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq. This Allowance Expenditure Directive must be signed by an authorized District representative. It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

| | |
|---|--|
| <p>DISTRICT:</p> <p>LODI UNIFIED SCHOOL DISTRICT</p> <p>Date: _____</p> <p>By: Edith Holbert, Executive Director of Ops.</p> | <p>CONTRACTOR:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p> |
| <p>ARCHITECT:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p> | <p>CM:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p> |

END OF DOCUMENT



DOCUMENT 00 63 47
DAILY FORCE ACCOUNT REPORT

From: Contractor
[Name/Address]

To: Owner
[Name/Address]

Project: _____

Contractor hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Contractor attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

| Description | Unit Price | Quantity | Cost |
|-------------|------------|----------|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Daily subtotal (w/out markup): \$ _____

B. Labor: Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.

| Name | Craft | Regular Hrs. | Rate | OT Hrs. | Rate |
|------|-------|--------------|------|---------|------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Daily subtotal (w/out markup): \$ _____



C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

| Type / Model | Hrs. Operated | Rate |
|--------------|---------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

| | <u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u> | <u>ADD</u> |
|-----|--|-------------------|
| (a) | <u>Material</u> | |
| (b) | <u>Add Labor</u> | |
| (c) | <u>Add Equipment</u> | |
| (d) | <u>Subtotal</u> | |
| (e) | <u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d) | |
| (f) | <u>Subtotal</u> | |
| (g) | <u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (f) | |
| (h) | <u>Subtotal</u> | |
| (i) | <u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (h) | |
| (j) | <u>TOTAL</u> | |

| | <u>WORK PERFORMED BY CONTRACTOR</u> | <u>ADD</u> |
|-----|--|-------------------|
| (a) | <u>Material</u> | |
| (b) | <u>Add Labor</u> | |
| (c) | <u>Add Equipment</u> | |
| (d) | <u>Subtotal</u> | |
| (e) | <u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d) | |
| (f) | <u>Subtotal</u> | |
| (g) | <u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (f) | |
| (h) | <u>TOTAL</u> | |



Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Contractor may not claim any labor, equipment, material or any other costs or expenses not reported herein. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

REVIEWED BY:

Contractor:

District:

[Name]

Date

[Name]

Date

District may require additional information from Contractor to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Contractor may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT



DOCUMENT 00 63 63
CHANGE ORDER FORM

Lodi Unified School District
1305 East Vine Street
Lodi, CA 95240

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

CHANGE ORDER

Project: _____
Bid No.: _____

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

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

Owner: _____
[Name / Address]

Contractor: _____
[Name / Address]

Architect: _____
[Name / Address]

Project Inspector: _____
[Name / Address]

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

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials



and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

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

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Contractor:

[Name] Date

[Name] Date

Architect:

Project Inspector:

[Name] Date

[Name] Date

END OF DOCUMENT



DOCUMENT 00 65 19.26

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS

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

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

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

AGREEMENT AND RELEASE

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

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

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

36. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.



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

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

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

38. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

39. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.

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

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

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



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

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

LODI UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



DOCUMENT 00 65 36
GUARANTEE FORM

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

PROJECT: **Project Name Project No.**

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT



DOCUMENT 00 72 13
TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| 1. CONTRACT TERMS AND DEFINITIONS..... | 112 |
| 1.1 Definitions | 112 |
| 1.2 Laws Concerning the Contract; Venue | 118 |
| 1.3 No Oral Agreements | 118 |
| 1.4 No Assignment..... | 118 |
| 1.5 Notice and Service Thereof | 118 |
| 1.6 No Waiver | 119 |
| 1.7 Substitutions for Specified Items..... | 119 |
| 1.8 Materials and Work | 119 |
| 2. [RESERVED] | 121 |
| 3. ARCHITECT | 121 |
| 4. CONSTRUCTION MANAGER | 122 |
| 5. INSPECTOR, INSPECTIONS, AND TESTS | 122 |
| 5.1 Project Inspector | 122 |
| 5.2 Tests and Inspections..... | 123 |
| 5.3 Costs for After Hours and/or Off Site Inspections | 123 |
| 6. CONTRACTOR..... | 124 |
| 6.1 Status of Contractor..... | 124 |
| 6.2 Project Inspection Card(s) | 125 |
| 6.3 Contractor’s Supervision | 125 |
| 6.4 Duty to Provide Fit Workers..... | 126 |
| 6.5 Field Office..... | 126 |
| 6.6 Purchase of Materials and Equipment | 126 |
| 6.7 Documents on Work..... | 126 |
| 6.8 Preservation of Records..... | 127 |
| 6.9 Integration of Work | 128 |
| 6.10 Notifications | 129 |
| 6.11 Obtaining of Permits, Licenses and Registrations..... | 129 |
| 6.12 Royalties and Patents | 130 |
| 6.13 Work to Comply With Applicable Laws and Regulations..... | 130 |



- 6.14 Safety/Protection of Persons and Property 131
- 6.15 Working Evenings and Weekends..... 134
- 6.16 Cleaning Up 134
- 6.17 No Relief from Obligations Based on Review by Other Persons..... 135
- 7. SUBCONTRACTORS..... 135
- 8. OTHER CONTRACTS/CONTRACTORS 136
- 9. DRAWINGS AND SPECIFICATIONS 137
- 10. CONTRACTOR’S SUBMITTALS AND SCHEDULES..... 138
 - 10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values..... 138
 - 10.2 Monthly Progress Schedule(s) 141
 - 10.3 Material Safety Data Sheets (MSDS)..... 142
 - 10.4 Submittals 142
- 11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS..... 142
 - 11.1 Site Investigation 142
 - 11.2 Soils Investigation Report 143
 - 11.3 Access to Work 143
 - 11.4 Layout and Field Engineering 143
 - 11.5 Utilities..... 144
 - 11.6 Sanitary Facilities 144
 - 11.7 Surveys..... 144
 - 11.8 Regional Notification Center 144
 - 11.9 Existing Utility Lines 144
 - 11.10 Notification 145
 - 11.11 Hazardous Materials..... 145
 - 11.12 No Signs 145
- 12. TRENCHES 146
 - 12.1 Trenches Greater Than Five Feet 146
 - 12.2 Excavation Safety 146
 - 12.3 No Tort Liability of District..... 146
 - 12.4 No Excavation without Permits 146
 - 12.5 Discovery of Hazardous Waste and/or Unusual Conditions 146
- 13. INSURANCE AND BONDS..... 147
 - 13.1 Insurance 147



- 13.2 Contract Security - Bonds 152
- 14. WARRANTY/GUARANTEE/INDEMNITY 153
 - 14.1 Warranty/Guarantee 153
 - 14.2 Indemnity and Defense 154
- 15. TIME 156
 - 15.1 Notice to Proceed 156
 - 15.2 Computation of Time / Adverse Weather 156
 - 15.3 Hours of Work..... 157
 - 15.4 Progress and Completion 157
 - 15.5 Schedule 158
 - 15.6 Expeditious Completion..... 158
- 16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES 158
 - 16.1 Liquidated Damages 158
 - 16.2 Excusable Delay 158
 - 16.3 No Additional Compensation for Delays Within Contractor’s Control 160
 - 16.4 Force Majeure..... 161
 - 16.5 Float or Slack in the Schedule..... 161
- 17. CHANGES IN THE WORK..... 162
 - 17.1 No Changes Without Authorization..... 162
 - 17.2 Architect Authority 163
 - 17.3 Price Request 163
 - 17.4 Change Orders 163
 - 17.5 Proposed Change Order 163
 - 17.7 Change Order Certification 169
 - 17.8 Determination of Change Order Cost 170
 - 17.9 Deductive Change Orders 170
 - 17.10 Addition or Deletion of Alternate Bid Item(s) 170
 - 17.11 Discounts, Rebates, and Refunds 170
 - 17.12 Construction Change Directives 171
 - 17.13 Force Account Directives 171
 - 17.14 Accounting Records 172
 - 17.15 Notice Required 172
 - 17.16 Applicability to Subcontractors..... 173



- 17.17 Alteration to Change Order Language 173
- 17.18 Failure of Contractor to Execute Change Order..... 173
- 18. REQUEST FOR INFORMATION 173
- 19. PAYMENTS 173
 - 19.1 Contract Price 173
 - 19.2 Applications for Progress Payments 174
 - 19.3 Progress Payments..... 177
 - 19.4 Decisions to Withhold Payment 178
 - 19.5 Subcontractor Payments 181
- 20. COMPLETION OF THE WORK 181
 - 20.1 Completion 181
 - 20.2 Close-Out/Certification Procedures..... 182
 - 20.3 Final Inspection..... 183
 - 20.4 Costs of Multiple Inspections 185
 - 20.5 Partial Occupancy or Use Prior to Completion 185
- 21. FINAL PAYMENT AND RETENTION..... 186
 - 21.1 Final Payment 186
 - 21.2 Prerequisites for Final Payment..... 186
 - 21.3 Retention 187
 - 21.4 Substitution of Securities..... 187
- 22. UNCOVERING OF WORK 187
- 23. NONCONFORMING WORK AND CORRECTION OF WORK..... 188
 - 23.1 Nonconforming Work 188
 - 23.2 Correction of Work 188
 - 23.3 District's Right to Perform Work..... 189
- 24. TERMINATION AND SUSPENSION 189
 - 24.1 District's Request for Assurances 189
 - 24.2 District's Right to Terminate Contractor for Cause 190
 - 24.3 Termination of Contractor for Convenience 192
 - 24.4 Effect of Termination 193
 - 24.5 Emergency Termination of Public Contracts Act of 1949 193
 - 24.6 Suspension of Work..... 194
- 25. CLAIMS PROCESS..... 194



25.1 Obligation to File Claims for Disputes..... 194

25.2 Duty to Perform during Claim Process 195

25.3 Definition of Claim..... 195

25.4 Claims Presentation 195

25.5 Claim Resolution pursuant to Public Contract Code section 9204 196

25.6 Subcontractor Pass-Through Claims 198

25.7 Government Code Claim Act Claim 199

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq. 199

25.9 Claim Procedure Compliance 201

25.10 Claim Resolution Non-Applicability 201

25.11 Attorney’s Fees 202

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS..... 202

26.1 Labor Compliance and Enforcement 202

26.2 Wage Rates, Travel, and Subsistence..... 202

26.3 Hours of Work..... 203

26.4 Payroll Records 204

26.5 [RESERVED]..... 205

26.6 Apprentices..... 205

26.7 Non-Discrimination..... 207

26.8 Labor First Aid..... 207

27. [RESERVED] 207

28. MISCELLANEOUS..... 207

28.1 Assignment of Antitrust Actions..... 207

28.2 Excise Taxes..... 208

28.3 Taxes 208

28.4 Shipments..... 208

28.5 Compliance with Government Reporting Requirements 208



DOCUMENT 00 72 13
GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

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

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

1.1.2 Allowance(s): The Allowance Item(s) identified in the Bid Form and Proposal and included in the Contract Price. Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

1.1.3 Allowance Expenditure Directive: Written authorization for expenditure of an Allowance, if any. Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work.

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

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

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

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



1.1.8 Burdened: The labor rate for Contractor or any Subcontractor inclusive of any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind.

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

1.1.10 Claim: A Contractor Claim within the meaning of Public Contract Code sections 9204 and/or 20104 et seq.

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

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

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

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

- 1.1.14.1** Notice to Bidders
- 1.1.14.2** Instructions to Bidders
- 1.1.14.3** Bid Form and Proposal
- 1.1.14.4** Bid Bond
- 1.1.14.5** Designated Subcontractors List
- 1.1.14.6** Site Visit Certification (if a site visit was required)
- 1.1.14.7** Non-Collusion Declaration
- 1.1.14.8** Off-Road Diesel-Fueled Fleet Certification (if applicable)
- 1.1.14.9** Notice of Award
- 1.1.14.10** Notice to Proceed
- 1.1.14.11** Agreement
- 1.1.14.12** Escrow of Bid Documentation
- 1.1.14.13** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.14.14** Performance Bond
- 1.1.14.15** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.14.16** General Conditions
- 1.1.14.17** Special Conditions (if applicable)
- 1.1.14.18** Project Labor Agreement (if applicable)



- 1.1.14.19** Hazardous Materials Procedures and Requirements
- 1.1.14.20** Workers' Compensation Certification
- 1.1.14.21** Prevailing Wage Certification
- 1.1.14.22** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.14.23** Drug-Free Workplace Certification (if applicable)
- 1.1.14.24** Tobacco-Free Environment Certification (if applicable)
- 1.1.14.25** Drug and Alcohol-Free Schools Certification (if applicable)
- 1.1.14.26** Hazardous Materials Certification (if applicable)
- 1.1.14.27** Lead-Based Materials Certification (if applicable)
- 1.1.14.28** Imported Materials Certification (if applicable)
- 1.1.14.29** Criminal Background Investigation/Fingerprinting Certification
- 1.1.14.30** Roofing Project Certification (if applicable)
- 1.1.14.31** Registered Subcontractors List
- 1.1.14.32** Iran Contracting Act Certification (if applicable)
- 1.1.14.33** Federal Debarment Certification (if applicable)
- 1.1.14.34** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.14.35** Post Bid Interview (if used)
- 1.1.14.36** All Plans, Technical Specifications, and Drawings
- 1.1.14.37** Any and all addenda to any of the above documents
- 1.1.14.38** Any and all change orders or written modifications to the above documents if approved in writing by the District

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

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

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

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

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

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

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

1.1.22 Dispute: A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly



provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

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

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

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

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

1.1.25 DSA: Division of the State Architect.

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

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

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

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

1.1.30 Plans: See **Drawings**.



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

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

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

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

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

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

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

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

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

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

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

1.1.42 Request for Information (or "RFI"): A written request prepared by the Contractor requesting that the Architect provide additional information necessary



to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

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

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

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

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

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

1.1.48 Site: The Project site as shown on the Drawings.

1.1.49 Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.50 State: The State of California.

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

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

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



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

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

1.2 Laws Concerning the Contract; Venue

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

To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

1.3 No Oral Agreements

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

1.4 No Assignment

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

1.5 Notice and Service Thereof

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



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

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

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

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

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

1.6 No Waiver

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

1.7 Substitutions for Specified Items

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

1.8 Materials and Work

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

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



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

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

1.8.5 Contractor shall, after award of Contract by District and after relevant submittals have been reviewed, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon five (5) days' demand from District, present documentary evidence showing that orders have been placed.

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

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

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

1.8.7.2 If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured,



the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

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

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

1.8.10 [RESERVED]

2. [RESERVED]

3. ARCHITECT

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

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

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

3.4 Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that



communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

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

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

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

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

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

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA’s website at:



<http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

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

5.2 Tests and Inspections

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

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

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

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

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

5.3 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be



invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

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

6.1 Status of Contractor

6.1.1 Contractor 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 and its Subcontractors 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. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

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

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

6.1.4 Contractor represents that 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.



6.1.5 [RESERVED]

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

6.1.7 [RESERVED]

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

6.2 Project Inspection Card(s)

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

6.3 Contractor's Supervision

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

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

6.3.3 Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory project manager and/or construction superintendent shall be replaced. However, Contractor shall notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.3.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that



Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Duty to Provide Fit Workers

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

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

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

6.4.4 Fingerprinting. Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, (A) that such employee has not been convicted of a violent or serious felony, as 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). Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

6.5 Field Office

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

6.6 Purchase of Materials and Equipment

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

6.7 Documents on Work

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



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

6.7.2 Daily Job Reports.

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

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

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

6.8 Preservation of Records

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



the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

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

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

6.9.3 Contractor and all Subcontractors shall take all field dimensions required in performance of the Work and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

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



6.10 Notifications

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

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

6.11 Obtaining of Permits, Licenses and Registrations

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

6.11.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities.

6.11.2.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities 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").

6.11.2.2 Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

6.11.2.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall perform on-site 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 ("BMPs").

6.12 Royalties and Patents

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

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

6.13 Work to Comply With Applicable Laws and Regulations

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

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

6.13.1.2 National Board of Fire Underwriters' Regulations

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

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

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

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



6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

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

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

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

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

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

6.13.5 [RESERVED]

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

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

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

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



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

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

6.14.6 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.14.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

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

6.14.9 Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

6.14.10 Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

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

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



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

6.14.14 All connections to public utilities and/or existing on-site services, including, without limitation, internet, phone and data connections, shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

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

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

6.14.17 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

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

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

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



6.14.21 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 Working Evenings and Weekends

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

6.16 Cleaning Up

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

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

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



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

6.17 No Relief from Obligations Based on Review by Other Persons

6.17.1 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.

7. SUBCONTRACTORS

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

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

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

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

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

7.6 No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code,



including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

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

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

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

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

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

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

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

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

8. OTHER CONTRACTS/CONTRACTORS

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

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

8.3 If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to



District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

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

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

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

9. DRAWINGS AND SPECIFICATIONS

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

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

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

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

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and



Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

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

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

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

9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

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

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

10.1.1 Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and



submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

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

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

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

10.1.1.2.1 Divided into at least the following categories:

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

10.1.1.2.2 And also divided by each of the following areas:

- 10.1.1.2.2.1** Site work;



- 10.1.1.2.2.2** By each building;
- 10.1.1.2.2.3** By each floor.

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

- 10.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3** Bonds and insurance combined to equal not more than 2.5%.
- 10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 3%.

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

10.1.1.2.5 Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. For example, without limiting the foregoing, Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

10.1.1.2.6 The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

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

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the



District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

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

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

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

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

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

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

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

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

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

10.2 Monthly Progress Schedule(s)

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



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

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

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

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

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

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Contractor is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

10.4 Submittals

10.4.1 Architect's favorable review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called Architect's attention to the deviations at the time of submission and the Architect has given specific written response. "Favorable review" shall mean merely that Architect has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials or equipment proposed.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

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



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

11.2 Soils Investigation Report

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

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

11.3 Access to Work

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

11.4 Layout and Field Engineering

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



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

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

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

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

11.8 Regional Notification Center

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

11.9 Existing Utility Lines

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



liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

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

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

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

11.10 Notification

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

11.11 Hazardous Materials

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

11.12 No Signs

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



12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

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

12.4 No Excavation without Permits

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

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

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

12.5.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

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



12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

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

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance in a form at least as broad as Insurance Services (ISO) Form CG 00 01 that shall protect Contractor, its agents, representative, employees, or subcontractors, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for products and completed operations, property damage, bodily injury and personal injury, death, advertising injury, and medical payments arising from, or in connection with, the performance of the Work of the Project within the Contract Documents at the required limits, or Contractor shall procure and maintain these coverages separately. Contractor shall procure and maintain Automobile Liability Insurance in a form at least as broad as ISO Form CA 0001 covering Code 1 (any auto) at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars (\$5,000) for deductible or twenty-five thousand dollars (\$25,000) for self-insured retention, respectively, unless approved in writing by District.

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



13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor's underlying policy limits are less than required, subject to the District's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess Liability Insurance Policy shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

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

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

13.1.3 Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of Contractor except where smaller minimum limits are permitted as set forth below. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

13.1.4 Workers' Compensation and Employers' Liability Insurance

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

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain



Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.4.3 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

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

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The cost value basis shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

13.1.6.1 Contractor shall procure and maintain Pollution Liability Insurance in a form at least as broad as ISO Form CG 2415 that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or Contractor shall procure and maintain these coverages separately. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.

13.1.6.2 Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery



period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

13.1.6.3 If the services involve lead-based paint or asbestos identification/remediation, Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

13.1.6.4 If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.7.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.7.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

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

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20



10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

13.1.7.2.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.7.2.5 Contractor's and Subcontractors' insurance coverage at least as broad as ISO CG 20 01 04 13 shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s). This requirement shall also apply to any Excess liability policies.

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

13.1.7.3 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

13.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover the Contractor and all Subcontractors for all claims made. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy from with a retroactive date prior to the effective date of this Agreement, or the start of Work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the District for review.

13.1.7.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.7.6 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.7.7 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.



13.1.7.8 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

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13.1.8 Insurance Policy Limits

13.1.8.1 Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

| | | |
|--|---|---|
| Commercial General Liability | Product Liability and Completed Operations, Fire Damage Liability – Split Limit | \$2,000,000 per occurrence; \$4,000,000 aggregate |
| Automobile Liability | Any Auto – Combined Single Limit | \$1,000,000 |
| Workers’ Compensation | | Statutory limits pursuant to State law |
| Employers’ Liability | | \$1,000,000 per accident for bodily injury or disease |
| Builder’s Risk (Course of Construction) | | Full replacement value for scope of Work |
| Pollution Liability | | \$1,000,000 per claim; \$2,000,000 aggregate |

13.1.8.2 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.

13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.



13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District's governing board of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3 If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.



14.1.4 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

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

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If a conflict-of-interest bars joint representation of Contractor and Indemnitees, District shall have the right to select its own counsel, subject to Contractor's reasonable right of rejection. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures.



Even if the Contractor assumes the defense of the District with acceptable counsel, the District, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Contractor of any of its obligations hereunder. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

14.2.3 Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

14.2.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

14.2.5 In any and all Claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.6 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

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



15. TIME

15.1 Notice to Proceed

15.1.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3 If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affects the critical path in the Construction Schedule; and

15.2.1.5 Exceeds twelve (12) days of delay per year.

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.



15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and



insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.6 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of the Work which are not the fault of Contractor or its Subcontractors, including adverse weather delays, strikes, acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, including a Force Majeure event, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect ("Notice of Delay"). District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor's Notice of Delay and request for a time extension pursuant to subparagraph 16.2 is a condition precedent to Contractor's submittal of and/or entitlement to a claim pursuant to Article 25 of these Construction Provisions. Contractor shall notify the District pursuant to the Claims Process provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or



unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule and main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path. (This information must be provided for any portion of any delay of seven (7) days or more.) The Contractor shall be responsible for all costs associated with the preparation of Time Impact Analyses.

16.2.4 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

16.2.5 Contractor must comply with requirements in subsection 16.2 for a Notice of Delay and supporting justification notwithstanding if Contractor contends the specific delay period is unknown and continuing. When submitting a Notice of Delay and supporting justification, Contractor must provide an estimated delay duration to critical path activities at the time the Notice of Delay and supporting justification is required to be submitted. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of a Notice of Delay. If Contractor contends the delaying event(s) are continuing, Contractor must update monthly the estimated delay period with supporting justification.



16.2.6 Contractor's failure to timely submit a written Notice of Delay and/or provide the justification required in subparagraph 16.2 shall constitute Contractor's waiver of any right to later submit a Proposed Change Order or pursue a Claim on the circumstances giving rise to the request, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits because the Contractor will not have satisfied a condition precedent or exhausted administrative remedies required to show entitlement to a Contract Time adjustment. Contractor acknowledges that these written notices and justification requirements are critically important to District's Work, Project management, and evaluating potential options and alternatives to implement mitigation efforts to reduce or eliminate additional Project costs and delays.

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of the District and Contractor;

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

16.3.2.5 Contractor timely complies with the claims procedure of the Contract Documents.

16.3.3 Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.



16.3.4 Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided that Contractor can demonstrate such additional costs are:

16.3.4.1 Actually incurred performing the Work;

16.3.4.2 Not compensated by the Markup allowed; and

16.3.4.3 Directly result from the extended Contract Time.

16.3.5 Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not seek or recover such costs using formulas (e.g. Eichleay, labor factors). No time will be granted under this Contract for cumulative effect of changes.

16.4 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. No obligation that arose before the Force Majeure event that could and should have been fully performed before such Force Majeure event is excused as a result of such Force Majeure event.

16.5 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.



17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 A Change Order or Construction Change Directive will become effective when approved by the Board, notwithstanding that Contractor has not signed it. A Change Order or Construction Change Directive will become effective without Contractor's signature provided District indicates it as a "Unilateral Change Order". Any dispute as to the adjustment in the Contract Price or Contract Time, if any, of the Unilateral Change Order shall be resolved pursuant to the Payments and Claims Process provisions herein.

17.1.5 Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.



17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Price Request

17.3.1 Definition of Price Request

A Price Request is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.3.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.4 Change Orders

17.4.1 A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.4.1.1 A description of a change in the Work;

17.4.1.2 The amount of the adjustment in the Contract Price, if any; and

17.4.1.3 The extent of the adjustment in the Contract Time, if any.

17.5 Proposed Change Order

17.5.1 Definition of Proposed Change Order

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

17.5.2 Changes in Contract Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract



Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.5.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.5.4 Allowances

If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work. Allowance 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 will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

17.5.5 Unknown and/or Unforeseen Conditions

Separate from what is provided in the Allowance, if Contractor requests an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.



17.5.6 Time to Submit Proposed Change Order

Contractor shall submit its PCO, using Document 00 63 57 (Proposed Change Order Form), within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

17.5.7 Proposed Change Order Certification

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

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17.6 Format for Proposed Change Order

17.6.1 The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

| | <u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u> | <u>ADD</u> | <u>DEDUCT</u> |
|-----|--|----------------------------|----------------------|
| (a) | <u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax) | | |
| (b) | <u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) | | |
| (c) | <u>Add Equipment</u> (attach suppliers’ invoice) | | |
| (d) | <u>Subtotal</u> | | |
| (e) | <u>Add Overhead and Profit for any and all Tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d) | | |
| (f) | <u>Subtotal</u> | | |
| (g) | <u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation) | | |
| (h) | <u>Subtotal</u> | | |
| (i) | <u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h) | | |
| (j) | <u>Subtotal</u> | | |
| (k) | <u>Add Bond and Insurance</u> , not to exceed two and one-half percent (2.5%) of Item (j) | | |
| (l) | <u>TOTAL</u> | | |
| (m) | <u>Time</u> (zero unless indicated; “TBD” not permitted) | _____ Calendar Days | |

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| | <u>WORK PERFORMED BY CONTRACTOR</u> | <u>ADD</u> | <u>DEDUCT</u> |
|-----|--|----------------------------|----------------------|
| (n) | <u>Material</u> (attach itemized quantity and unit cost plus sales tax) | | |
| (o) | <u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) | | |
| (p) | <u>Add Equipment</u> (attach suppliers' invoice) | | |
| (q) | <u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation) | | |
| (r) | <u>Subtotal</u> | | |
| (s) | <u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (e) | | |
| (t) | <u>Subtotal</u> | | |
| (u) | <u>Add Bond and Insurance</u> , not to exceed two and one-half percent (2.5%) of Item (g) | | |
| (v) | <u>TOTAL</u> | | |
| (w) | <u>Time</u> (zero unless indicated; "TBD" not permitted) | _____ Calendar Days | |

17.6.2 Mandatory Use of Forms. Contractor shall only submit PCOs by completing Document 00 63 57 (Proposed Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's evaluation of PCOs. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any purported PCO that does not comply with Document 00 63 57 (Proposed Change Order Form).

17.6.3 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates established by the bid advertisement date or when the Contract was awarded, whichever is applicable, in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent. If applicable, District will pay Contractor the reasonable costs for room and board, supported with appropriate backup documentation, without markup for profit or overhead as provided by U.S. General Services



Administration per diem rates for California lodging, meals and incidentals,
<https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

17.6.4 Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.6.5 Equipment. As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance,



labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

17.6.6 General Conditions Cost. The phrase "General Conditions Cost" shall mean, other than expressly limited or excluded herein, the costs of Contractor during the construction phase, including but not limited to: payroll costs for project manager for Work conducted at the Site, payroll costs for the superintendent and full-time general foremen, workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor or Subcontractors, and fees for permits and licenses.

17.6.7 Overhead and Profit. The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, general conditions costs and home office expenses.

17.7 Change Order Certification

17.7.1 All Change Orders and PCOs include the following certification by the Contractor, either in the form specifically or incorporated by this reference:

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

17.7.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.7.2 Accord and Satisfaction: Contractor's execution of any Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.



17.7.3 Mandatory Use of Forms. Contractor shall only submit Change Orders by completing Document 00 63 63 (Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's processing of Change Orders. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any change that does not comply with Document 00 63 63 (Change Order Form).

17.8 Determination of Change Order Cost

17.8.1 The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

- 17.8.1.1** District acceptance of a PCO;
- 17.8.1.2** By unit prices contained in Contractor's original bid;
- 17.8.1.3** By agreement between District and Contractor.

17.9 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.10 Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.11 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of



surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.12 Construction Change Directives

17.12.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payments and Claims Process provisions herein.

17.12.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.13 Force Account Directives

17.13.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.13.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.13.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.13.4 The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.



17.13.5 The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.13.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report using Document 00 63 47, "Daily Force Account Report," no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.13.7 In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued, and all previously signed reports shall be invalid.

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein including, without limitation, Article 25 Claims Process provisions. No claim shall be considered unless made in accordance with this subparagraph. Contractor



shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

18.2 The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.



19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1 The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2 The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3 The balance that will be due to each of such entities after said payment is made;

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

19.2.1.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11 Schedule of Values updated from the preceding Application for Payment;



19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

19.2.1.1.1.15 The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

19.2.1.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs 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 for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

19.2.1.1.1.16.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.



19.2.1.1.2 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 Prerequisites for Progress Payments

19.2.2.1 First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.



19.2.2.3 No Waiver of Criteria: Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2 The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.



19.3.1.3 District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 The Contractor shall not be entitled to have any payment requests processed or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.2.3 If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to



125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

19.4.1.3 Written notice to withhold payment from Contractor by payment and/or performance bond surety(ies).

19.4.1.4 Liquidated damages assessed against the Contractor.

19.4.1.5 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

19.4.1.6 Damage to the District or other contractor(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Contractor to maintain As-Built Drawings.

19.4.1.11 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.



19.4.1.16 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.18 Failure to properly maintain or clean up the Site.

19.4.1.19 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.20 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.21 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.24 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.



19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished



from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings and Record Specifications

20.2.2.2.1 Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

20.2.2.2.2 Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver to the District corrected sepias and data storage device acceptable to District with AutoCAD file.

20.2.2.2.3 Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.3 Construction Storm Water Permit, if applicable



Contractor shall submit to District all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

20.2.2.4 Spare Parts and Maintenance Manuals:

20.2.2.4.1 Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

20.2.2.4.2 Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.5 Instruction of District Personnel:

20.2.2.5.1 Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

20.2.2.5.2 For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.

20.2.2.5.3 Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.5.4 Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

20.2.2.5.5 Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.6 Source Programming: Contractor shall provide all source programming for all items in the Project.

20.2.2.7 Verified Reports: Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project



Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Replace filters of operating equipment.

20.3.3.1.6 Painting and special finishes complete.

20.3.3.1.7 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.8 Tops and bottoms of doors sealed.

20.3.3.1.9 Floors waxed and polished as specified.

20.3.3.1.10 Carpeted and soft surfaces vacuumed.

20.3.3.1.11 Broken glass replaced and interior and exterior glass and all surfaces exposed to view cleaned.

20.3.3.1.12 Equipment and fixtures cleaned to a sanitary condition.

20.3.3.1.13 Grounds cleared of Contractor's equipment, raked clean of debris, and remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.



20.3.3.1.14 Site cleaned, paved areas swept, and clean landscaped surfaces raked.

20.3.3.1.15 Roofs, gutters, down spouts, and drainage systems cleaned of debris.

20.3.3.1.16 Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

20.3.3.1.17 Temporary labels, tape, stains, and foreign substances removed, transparent and glossy surfaces polished,

20.3.3.1.18 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.19 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims Process provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use



Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.



21.2.6 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.



23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work



under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.



24.2 District's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.



24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.2.2.5 In the alternative, the District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to



termination of the Contract and/or the Contractor's right to perform the work of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.2.3 In the event of a termination for cause, if the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.2.4 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, effective as of the same date as the purported termination for cause, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

24.3 Termination of Contractor for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.



24.3.4 If Contractor objects to the termination for convenience, including disagreement on the actual cost due Contractor, the District retains the right to all the options available to the District under a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.4 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any,



which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 Suspension of Work

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputes

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever, then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract.



If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for a Dispute is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:



25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding



arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104, et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the



Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.5.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.5.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be



presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within forty-five (45) days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim 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.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim 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.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.



25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

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

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.8.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a



good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Article and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

25.10.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.10.1.1 Personal injury, wrongful death or property damage claims;

25.10.1.2 Latent defect or breach of warranty or guarantee to repair;

25.10.1.3 Stop payment notices;

25.10.1.4 District's rights set forth in the Article on Suspension and Termination;

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or



25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

25.11.1 Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request or available online at <http://www.dir.ca.gov/>. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.



26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day



and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on no less than every thirty (30) days while Work is being performed and within thirty (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.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

26.4.1.1.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:



26.4.2.1 A certified copy of an employee’s CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 **[RESERVED]**

26.5 **[RESERVED]**

26.6 **Apprentices**

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.



26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she/they is employed, and shall be employed only at the work of the craft or trade to which he/she/they is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she/they is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.



26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.



28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 **Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contractor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT



DOCUMENT 00 73 13
SPECIAL CONDITIONS

1. RESERVED

2. Mitigation Measures

The 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 (CEQA) (Public Resources Code section 21000 et seq.).

3. Modernization Projects

3.1 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.

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

3.3 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.

3.4 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.

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

3.6 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.



3.7 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.

4. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

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

4.1.1 Name of Contractor

4.1.2 Name of Employee

4.1.3 Contractor's address and phone number

4.2 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.

4.3 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.

5. RESERVED

6. RESERVED

7. Owner-Controlled or Wrap-Up Insurance Program

If the District opts to implement an owner-controlled or wrap-up insurance program ("OCIP"), Contractor and all Subcontractors under the Contractor shall participate in and comply with the OCIP as required by the District, OCIP Administrator, insurers, or designees, prior to the commencement of construction activities at the Project. In addition, Contractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies, except for those coverages provided by the OCIP as described in the OCIP Manual:



| | | |
|--|---|--|
| [Commercial General Liability] | Personal Injury Liability, Broad Form Property Damage including completed operations, and Explosion, Collapse and Underground Hazards | [E.G. \$5,000,000] |
| [Automobile Liability – Any Auto] | Bodily Injury and Property Damage | [E.G. \$5,000,000] |
| [Workers Compensation] | | Statutory limits pursuant to State law |
| [Employers' Liability] | | [E.G. \$1,000,000] |

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8. RESERVED

9. Permits, Certificates, Licenses, Fees, Approvals

9.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work.

Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

9.2 General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities

General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities does not apply to this Project.

10. RESERVED

11. As-Builts and Record Drawings

11.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format PDF plus one set of As-Built Drawings on MYLAR.

11.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format PRF, plus one set of Record Drawings on MYLAR.

12. Disabled Veteran Business Enterprises

This Project may use or plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. The Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

In instances where this Project does not utilize funds allocated by the State of California School Facility Program for the construction and/or modernization of school buildings, the above-stated DVBE participation goals and certification requirements shall not apply.

13. Construction Manager



The District will use a Construction Manager on the Project that is the subject of this Contract. Eric Wise, Ewise@Lodiusd.net is the Construction Manager for this Project.

14. RESERVED

15. RESERVED

16. RESERVED

17. RESERVED

18. RESERVED

19. RESERVED

20. RESERVED



DOCUMENT 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of the following:

Site grading, Rehabilitation of bathhouse with mechanical room equipment, re-plaster pool and tile refinish, a cantilever deck and ramps, and pool piping.

1.03 CONTRACTS

- A. Perform the Work under a single, fixed-price Contract.

1.04 WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:

(1) N/A

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

(1) N/A

1.05 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.



1.06 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
 - (1) Contract Drawings.
 - (2) Specifications.
 - (3) Addenda.
 - (4) Change Orders and other modifications to the Contract.
 - (5) Reviewed shop drawings, product data, and samples.
 - (6) Field test records.
 - (7) Inspection certificates.
 - (8) Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
 - (1) Manufacturer's name and product model and number.
 - (2) Product substitutions or alternates utilized.
 - (3) Changes made by Addenda and Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.



1.08 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.



- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

1.11 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 21 00
ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Non-specified work.

1.2 RELATED SECTIONS

- A. Document 01 10 00 (Summary of Work)
- B. Document 01 29 00 (Payments and Completion)
- C. Document 01 32 19 (Submittal Procedures)

1.3 ALLOWANCES

- A. Included in the Contract, a 10 percent District controlled allowance for Unforeseen Conditions within the limits set forth in the Contract Documents. **This Allowance shall not be utilized without written approval by the District.**
- B. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.
- C. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive.
- D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.
- E. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT



DOCUMENT 01 22 00
ALTERNATES AND UNIT PRICING

PART 4 – ALTERNATES

4.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Bid Form and Proposal;
- D. Instruction to Bidders.

4.02 DESCRIPTION

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

4.03 GENERAL

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

4.04 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

4.05 ALTERNATES

N/A

PART 5 - UNIT PRICING

5.01 GENERAL

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in



accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

5.02 UNIT PRICES

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

N/A

END OF DOCUMENT



DOCUMENT 01 25 13
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 6 - GENERAL

6.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

6.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.
 - (2) Within 35 days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all substitution(s)



containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.

- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 7 – PRODUCTS Not Used.

PART 8 – EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 26 00
CHANGES IN WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT



DOCUMENT 01 29 00

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS**

**CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL
CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.
CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT**

(Civil Code Section 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.



- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____



**UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT**
(Civil Code Section 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$_____

Exceptions

This document does not affect any of the following:

1. Retentions.
- (5) Extras for which the claimant has not received payment.
- (6) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____



**CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT**
(Civil Code Section 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: \$ _____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____



**UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT**
(Civil Code Section 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: \$ _____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____



DOCUMENT 01 31 19
PROJECT MEETINGS

PART 9 – GENERAL

9.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions; and
- B. Special Conditions.

9.02 PROGRESS MEETINGS:

- A. Contractor shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Contractor's field office.
- C. The Contractor shall notify and invite the following entities ("Invitees"):
 - (1) District Representative.
 - (2) Contractor.
 - (3) Contractor's Project Manager.
 - (4) Contractor's Superintendent.
 - (5) Subcontractors, as appropriate to the agenda of the meeting.
 - (6) Suppliers, as appropriate to the agenda of the meeting.
 - (7) Construction Manager, if any.
 - (8) Architect
 - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
 - (10) Others, as appropriate to the agenda of the meeting.
- D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.
- E. The District representative, the Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.



9.03 PRE-INSTALLATION/PERFORMANCE MEETING:

- A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 10 - PRODUCTS Not Used.

PART 11 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 32 13
SCHEDULING OF WORK

PART 12 – GENERAL

12.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

12.02 SECTION INCLUDES

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
 - (1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
 - (2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.
 - (3) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

12.03 CONSTRUCTION SCHEDULE

- A. Within ten (10) days of issuance of the Notice to Proceed and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.
- C. Milestone Schedule:

ACTIVITY DESCRIPTION

REQUIRED COMPLETION

LODI UNIFIED SCHOOL DISTRICT

**DOCUMENT 01 32 13
SCHEDULING OF WORK**



CONSTRUCTION STARTS
FINAL PROJECT COMPLETION

2/1/2025
5/30/2025

12.04 QUALIFICATIONS

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.
- (1) The written statement shall identify the individual who will perform CPM scheduling.
 - (2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
 - (3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three-fourths ($\frac{3}{4}$) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. District reserves the right to approve or reject Contractor's scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

12.05 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.
- (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
 - (2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
 - (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.



- C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
 - (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
 - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.
- F. Software: Use **PDF**. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District on compact disk at times requested by District.
- G. Transmit each item under the form approved by District.
 - (1) Identify Project with District Contract number and name of Contractor.
 - (2) Provide space for Contractor's approval stamp and District's review stamps.
 - (3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

12.06 INITIAL CPM SCHEDULE

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.



- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.
- E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.
 - (1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
 - (2) Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first ninety (90) days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

12.07 ORIGINAL CPM SCHEDULE

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
 - (1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
 - (2) No activity on schedule shall have duration longer than fifteen (15) Work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
 - (a) Activity durations shall be total number of actual Work days required to perform that activity.
 - (3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
 - (4) District furnished materials and equipment, if any, identified as separate activities.
 - (5) Activities for maintaining Project Record Documents.



- (6) Dependencies (or relationships) between activities.
- (7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
 - (b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
- (8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - (a) Include time for fabrication and delivery of manufactured products for the Work.
 - (b) Show dependencies between procurement and construction.
- (9) Activity description: what Work is to be accomplished and where.
- (10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.
- (11) Resources required (labor and major equipment) to perform each activity.
- (12) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
- (13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five percent (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to ten (10) days.
- (14) Twenty (20) workdays for developing punch list(s), completion of punch list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
- (15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.
- (16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.



- (a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
 - (b) Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
 - (c) In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - (d) Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
- (17) Activity durations shall be in Work days.
- (18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.
- C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
- (1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.
 - (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
 - (a) Clarifications of Contract Requirements.
 - (b) Directions to include activities and information missing from submittal.
 - (c) Requests to Contractor to clarify its schedule.
 - (3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.



12.08 ADJUSTMENTS TO CPM SCHEDULE

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
- (1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:
 - (a) Accept schedule and cost and resource loaded activities as submitted, or
 - (b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.
 - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
 - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
 - (4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.
- (1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
 - (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
 - (3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.



- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

12.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as-built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
 - (1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.
 - (2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
 - (3) Contractor shall plan on the meeting taking no less than four (4) hours.
- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
- D. Within five (5) working days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
 - (1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.
 - (2) If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's



review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

12.10 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.
- E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

12.11 RECOVERY SCHEDULE

- A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.



- C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

12.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

12.13 TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.
- B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.



- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

12.14 SCHEDULE REPORTS

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
 - (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
 - (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.
 - (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
 - (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
 - (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.
- C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.



- (2) Activities by late start.
 - (3) Activities grouped by Subcontractors or selected trades.
 - (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.
- D. Furnish District with report files on compact disks containing all schedule files for each report generated.

12.15 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
- (1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 - (2) Progress made on critical activities indicated on CPM Schedule.
 - (3) Explanations for any lack of work on critical path activities planned to be performed during last month.
 - (4) Explanations for any schedule changes, including changes to logic or to activity durations.
 - (5) List of critical activities scheduled to be performed next month.
 - (6) Status of major material and equipment procurement.
 - (7) Any delays encountered during reporting period.
 - (8) Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - (a) Actual resource shall be accumulated in field by Contractor and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
 - (b) Contractor shall explain all variances and mitigation measures.
 - (9) Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.



- (10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

12.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

12.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

12.18 PERIODIC VERIFIED REPORTS

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 13 – PRODUCTS Not Used.

PART 14 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 33 00
SUBMITTALS

PART 15 - GENERAL

15.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

15.02 SECTION INCLUDES:

- A. Definitions:
 - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
 - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
 - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.
- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:
 - (1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.



- (2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
- (3) Contractor shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
- (4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
- (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
- (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
- (7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Contractor-furnished equipment can be installed in allocated space. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.
- (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
- (9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project



Construction Schedule and the Project Submittal Schedule after each is approved by the District.

- (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.
- (3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.
- (4) Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

15.03 SHOP DRAWINGS:

- A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.
- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and



regulations of commissions, boards, or other authorities or utilities having jurisdiction.

- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.
- I. Submitted drawings and details must bear stamp of approval of Contractor:
 - (1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
 - (2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.
- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.
- K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.
- L. Shop Drawings must clearly delineate the following information:
 - (1) Project name and address.
 - (2) Specification number and description.
 - (3) Architect's name and project number.
 - (4) Shop Drawing title, number, date, and scale.
 - (5) Names of Contractor, Subcontractor(s) and fabricator.
 - (6) Working and erection dimensions.
 - (7) Arrangements and sectional views.
 - (8) Necessary details, including complete information for making connections with other Work.



- (9) Kinds of materials and finishes.
 - (10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.
- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 - (2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

15.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.
- E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.



15.05 SAMPLES:

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.
 - (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - (2) Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
- D. Samples to be shipped prepaid or hand-delivered to the District.
- E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
- F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
- G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
- H. After a material has been approved, no change in brand or make will be permitted.
- I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
- J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
- K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:
 - (1) Size: As Specified.



- (2) Furnish catalog numbers and similar data, as requested.

15.06 REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Contractor with the review status.
- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.



PART 16 – PRODUCTS Not Used.

PART 17 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 35 13.23
SITE STANDARDS

PART 18 – GENERAL

18.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certification;
- D. Tobacco-Free Environment Certification;
- E. Criminal Background Investigation/Fingerprinting Certification;
- F. Temporary Facilities and Controls.

18.02 REQUIREMENTS OF THE DISTRICT:

- A. Drug-Free Schools and Safety Requirements:
 - (1) All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
 - (2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
 - (3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.
- C. Disturbing the Peace (Noise and Lighting):



- (1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- (2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.
- (3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

- (1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
- (2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
- (3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
- (4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.

- E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 19 - PRODUCTS Not Used.

PART 20 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 41 00
REGULATORY REQUIREMENTS

PART 21 - GENERAL

21.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;
- B. Special Conditions; and
- C. Quality Control.

21.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

21.03 REQUIREMENTS OF REGULATORY AGENCIES:

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
 - (1) California Building Standards Administrative Code, Part 1, Title 24, CCR.
 - (2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).
 - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
 - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
 - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).



- (6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).
 - (7) California Green Building Standards Code (CALGreen), Part 11, Title 24, CCR.
 - (8) California Referenced Standards Code, Part 12, Title 24, CCR.
 - (9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.
 - (10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:
 - (a) NFPA 13 - Automatic Sprinkler System.
 - (b) NFPA 14 - Standpipes Systems.
 - (c) NFPA 17A - Wet Chemical System
 - (d) NFPA 24 - Private Fire Mains.
 - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
 - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
 - (g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
 - (11) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:
 - (a) DSA IR A-6 — Construction Change Document Submittal and Approval Processes.
 - (b) DSA IR A-7 — Project Inspector Certification and Approval.
 - (c) DSA IR A-8 — Project Inspector and Assistant Inspector Duties and Performance.
 - (d) DSA IR A-12 — Assistant Inspector Approval.
 - (12) DSA Procedures ("DSA PR")
 - (a) DSA PR 13-01 – Construction Oversight Process
 - (b) DSA PR 13-02 – Project Certification Process
- B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:



- (1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.
- (2) Special inspections per Section 4-333(c).
- (3) Deferred Approvals per section 4-317(g).
- (4) Verified reports per Sections 4-336 & 4-343(c).
- (5) Duties of the Architect & Engineers shall be per Sections 4-333(a) and 4-341.
- (6) Duties of the Contractor shall be per Section 4-343.
- (7) Duties of Project Inspector shall be per Section 4-334.
- (8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

- C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.
- (1) Contractor shall submit the following to Architect for review and endorsement:
 - (a) Product information on proposed material/system supplier.
 - (b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.
 - (c) All other requirements as may be required by DSA.
 - (2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.
 - (3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.
 - (4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.



PART 22 – PRODUCTS Not Used.

PART 23 – EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 42 13
ABBREVIATIONS AND ACRONYMS

PART 24 – GENERAL

24.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

24.02 DOCUMENT INCLUDES:

- A. Abbreviations used throughout the Contract Documents.
- B. Reference to a technical society, organization, or body is by abbreviation, as follows:

| | | |
|-----|--------|---|
| 1. | AA | The Aluminum Association |
| 2. | AASHTO | American Association of State Highway and Transportation Officials |
| 3. | ABPA | Acoustical and Board Products Association |
| 4. | ACI | American Concrete Institute |
| 5. | AGA | American Gas Association |
| 6. | AGC | Associated General Contractors of America |
| 7. | AHC | Architectural Hardware Consultant |
| 8. | AHRI | Air Conditioning, Heating, Refrigeration Institute |
| 9. | AI | Asphalt Institute |
| 10. | AIA | American Institute of Architects |
| 11. | AISC | American Institute of Steel Construction |
| 12. | AISI | American Iron and Steel Institute |
| 13. | AMCA | Air Movement and Control Association |
| 14. | ANSI | American National Standards Institute |
| 15. | APA | APA – The Engineered Wood Association |
| 16. | ASCE | American Society of Civil Engineers |
| 17. | ASHRAE | American Society of Heating, Refrigeration and Air Conditioning Engineers |
| 18. | ASME | American Society of Mechanical Engineers |
| 19. | ASTM | American Society of Testing and Materials International |
| 20. | AWPA | American Wood Protection Association |
| 21. | AWPI | American Wood Preservers Institute |
| 22. | AWS | American Welding Society |
| 23. | AWSC | American Welding Society Code |
| 24. | AWI | Architectural Woodwork Institute |
| 25. | AWWA | American Water Works Association |
| 26. | BIA | The Brick Industry Association |
| 27. | CCR | California Code of Regulations |



| | | |
|-----|----------------|---|
| 28. | CLFMI | Chain Link Fence Manufacturers Institute |
| 29. | CRA | California Redwood Association |
| 30. | CRSI | Concrete Reinforcing Steel Institute |
| 31. | CS | Commercial Standards |
| 32. | CSI | Construction Specifications Institute |
| 33. | CTI | Cooling Technology Institute |
| 34. | FGIA | Fenestration and Glazing Industry Alliance |
| 35. | FGMA | Flat Glass Manufacturers' Association |
| 36. | FIA | Factory Insurance Association |
| 37. | FM | Factory Mutual Global |
| 38. | FS/FED SPEC | Federal Specification |
| 39. | FTI | Facing Title Institute |
| 40. | GA | Gypsum Association |
| 41. | IAPMO | International Association of Plumbing and Mechanical Officials |
| 42. | ICC | International Code Council |
| 43. | IEEE | Institute of Electrical and Electronics Engineers |
| 44. | IES | Illuminating Engineering Society |
| 45. | MCAC | Mason Contractors Association of California |
| 46. | MIMA | Mineral Wool Insulation Manufacturers Association |
| 47. | MLMA | Metal Lath Manufacturers Association |
| 48. | MS/MIL SPEC | Military Specifications |
| 49. | NAAMM | National Association of Architectural Metal Manufacturers |
| 50. | NBHA | National Builders Hardware Association |
| 51. | NCMA | National Concrete Masonry Association |
| 52. | NCSEA | National Council of Structural Engineers Associations |
| 53. | NEC | National Electrical Code |
| 54. | NEMA | National Electrical Manufacturers Association |
| 55. | NIST | National Institute of Standards and Technology |
| 56. | NSI | Natural Stone Institute |
| 57. | NTMA | National Terrazzo and Mosaic Association, Inc. |
| 58. | ORS | Office of Regulatory Services (California) |
| 59. | OSHA | Occupational Safety and Health Act |
| 60. | PCI | Precast/Prestressed Concrete Institute |
| 61. | PCA | Portland Cement Association |
| 62. | PCA | Painting Contractors Association |
| 63. | PDI | Plumbing Drainage Institute |
| 64. | PEI | Porcelain Enamel Institute, Inc. |
| 65. | PG&E | Pacific Gas & Electric Company |
| 66. | PS | Product Standards |
| 67. | SDI | Steel Door Institute; Steel Deck Institute |
| 68. | SJI | Steel Joist Institute |
| 69. | SSPC | Society for Protective Coatings |
| 70. | TCNA | Tile Council of North America, Inc. |
| 71. | TPI | Truss Plate Institute |
| 72. | UBC | Uniform Building Code |
| 73. | UL | Underwriters Laboratories Code |



- | | | |
|-----|--------|---|
| 74. | UMC | Uniform Mechanical Code |
| 75. | USDA | United States Department of Agriculture |
| 76. | VI | Vermiculite Institute |
| 77. | WCLIB | West Coast Lumber Inspection Bureau |
| 78. | WDMA | Window and Door Manufacturers Association |
| 79. | WEUSER | Western Electric Utilities Service Engineering Requirements |
| 80. | WIC | Woodwork Institute of California |

PART 25 - PRODUCTS Not Used.

PART 26 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 42 16
DEFINITIONS

PART 27 - GENERAL

27.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

27.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.
- B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.
- C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.
- D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and/or the Architect before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.
- G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT



DOCUMENT 01 42 19

REFERENCES

PART 28 - GENERAL

28.01 SCHEDULE OF REFERENCES:

The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor’s responsibility to verify the correct information for each of the entities listed.

| | | |
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| AA | The Aluminum Association 1400 Crystal Drive, Suite 430 Arlington, VA 22202 www.aluminum.org | 703/358-2960 |
| AABC | Associated Air Balance Council 2401 Pennsylvania Avenue NW, Suite 330 Washington, DC 20037 www.aabc.com | 202/737-0202 |
| AASHTO | American Association of State Highway and Transportation Officials 555 12th St. NW - Suite 1000 Washington, DC 20004 www.transportation.org | 202/624-5800 |
| AATCC | American Association of Textile Chemists and Colorists P.O. Box 12215 Research Triangle Park, NC 27709-2215 www.aatcc.org | 919/549-8141 |
| ACA | American Coatings Association 901 New York Ave., NW, Suite 300 West Washington, DC 20001 www.paint.org | 202/462-6272 |
| ACI | American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331-3439 www.concrete.org | 248/848-3800 |
| ACPA | American Concrete Pipe Association 5605 N. MacArthur Blvd., Suite 340 Irving, TX 75038 www.concrete-pipe.org | 972/506-7216 |



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| ADC | Air Duct Council 1901 N. Roselle Road, Suite 800 Schaumburg, IL 60195 www.flexibleduct.org | 847/706-6750 |
| AF&PA | American Forest and Paper Association 1101 K Street, NW, Suite 700 Washington, DC 20005 www.afandpa.org | 202/463-2700 |
| AGA | American Gas Association 400 North Capitol Street, NW, Suite 450 Washington, DC 20001 www.aga.org | 202/824-7000 |
| AGC | Associate General Contractors of America 2300 Wilson Blvd., Suite 300 Arlington, VA 22201 www.agc.org | 703/548-3118 |
| AHA | American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067 http://domensino.com/AHA/default.htm | 847/934-8800 |
| AI | Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org | 859/288-4960 |
| AIA | The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org | 202/626-7300 |
| AISC | American Institute of Steel Construction 130 East Randolph Street, Suite 2000 Chicago, IL 60601 www.aisc.org | 312.670.2400 |
| AISI | American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001 www.steel.org | 202/452-7100 |
| AITC | American Institute of Timber Construction 1010 South 336th Street, #210 Federal Way, WA 98003-7394 https://www.plib.org/aitc/ | 253/835-3344 |



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| ALI | Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 www.assoc-labs.com | 214/565-0593 |
| ALSC | American Lumber Standards Committee, Inc. 7470 New Technology Way, Suite F Frederick, MD 21703 www.alsc.org | 301/972-1700 |
| AMCA | Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004 www.amca.org | 847/394-0150 |
| AMPP (formerly SSPC) | Association for Materials Protection and Performance (merger of Society for Protective Coatings and National Association of Corrosion Engineers International) (formerly Steel Structures Painting Council) 800 Trumbull Drive Pittsburgh, PA 15205 www.sspc.org | 412/281-2331 877/281-7772 |
| ANLA | AmericanHort (merger of American Nursery & Landscape Association and OFA – The Association of Horticultural Professionals) 2130 Stella Court Columbus, OH 43215 www.americanhort.org | 614/487-1117 |
| ANSI | American National Standards Institute 1899 L Street, NW, 11th Floor Washington, DC 20036 www.ansi.org | 202/293-8020 |
| APA | APA-The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466-5333 www.apawood.org | 253/565-6600 |



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| APA | Architectural Precast Association 325 John Knox Rd, Suite L-103 Tallahassee, FL 32303 www.archprecast.org | 850/205-5637 |
| APCIA | American Property Casualty Insurance Association (merger of American Insurance Association (formerly the National Board of Fire Underwriters) with the Property Casualty Insurers Association of America) 555 12th St, NW, Suite 550 Washington DC 20004 www.apci.org | 202/828-7100 |
| AHRI | Air Conditioning and Refrigeration Institute (now Air-Conditioning, Heating, & Refrigeration Institute) 2311 Wilson Blvd, Suite 400 Arlington, VA 22201 www.ahrinet.org | 703/524-8800 |
| ARMA | Asphalt Roofing Manufacturers Association 2331 Rock Spring Road Forest Hill, MD 21050 www.asphaltroofing.org | 443/640-1075 |
| ASA | The Acoustical Society of America Suite 300 1305 Walt Whitman Road Melville, NY 11747-4300 https://acousticalsociety.org/ | 516/576-2360 |
| ASCE | American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 www.asce.org | 800/548-2723 703/295-6300 |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers 180 Technology Parkway Peachtree Corners, GA 30092 www.ashrae.org | 800/527-4723 404/636-8400 |
| ASLA | American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org | 202/898-2444 |
| ASME | American Society of Mechanical Engineers Two Park Avenue New York, NY 10016-5990 www.asme.org | 800/834-2763 |



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| ASPE | American Society of Plumbing Engineers 6400 Shafer Court, Suite 350 Rosemont, IL 60018 http://aspe.org | 847/296-0002 |
| ASQ | American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 http://asq.org | 800/248-1946 414/272-8575 |
| ASSE | American Society of Sanitary Engineering 18927 Hickory Creek Dr., Suite 220 Mokena, IL 60448 www.asse-plumbing.org | 708/995-3019 |
| ASTM | ASTM International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 www.astm.org | 610/832-9500 |
| AWCI | Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org | 703/538-1600 |
| AWPA | American Wood Protection Association (formerly American Wood Preservers Institute) P.O. Box 361784 Birmingham, AL 35236-1784 www.awpa.com | 205/733-4077 |
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| AWS | American Welding Society 8669 NW 36 Street, Suite 130 Miami, FL 33166 www.aws.org | 800/443-9353 305/443-9353 |
| AWI | Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 www.awinet.org | 571/323-3636 |
| AWWA | American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org | 800/926-7337 303/794-7711 |



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| BHMA | Builders Hardware Manufacturers Association 355 Lexington Avenue, 15th Floor New York, NY 10017 www.buildershardware.com | 212/297-2122 |
| BIA | The Brick Industry Association 12007 Sunrise Valley Drive, Suite 430 Reston, VA 20191 www.gobrick.com | 703/620-0010 |
| CGA | Compressed Gas Association 8484 Westpark Drive, Suite 220 McLean, VA 22102 www.cganet.com | 703/788-2700 |
| CISCA | Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 www.cisca.org | 630/584-1919 |
| CISPI | Cast Iron Soil Pipe Institute 2401 Fieldcrest Dr. Mundelein, IL 60060 www.cispi.org | 224/864-2910 |
| CLFMI | Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 chainlinkinfo.org | 301/596-2583 |
| CPA | Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 www.compositepanel.org | 703/724-1128 |
| CPSC | Consumer Product Safety Commission 4330 East-West Highway Bethesda, MD 20814 www.cpsc.gov | 800/638-2772 |
| CRA | California Redwood Association 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523 www.calredwood.org | 925/935-1499 |



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| CRI | Carpet and Rug Institute 100 S. Hamilton Street Dalton, GA 30722-2048 www.carpet-rug.org | 706/278-3176 |
| CRSI | Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 www.crsi.org | 847/517-1200 |
| CSI | The Construction Specifications Institute 123 North Pitt St, Suite 450 Alexandria, VA 22314 www.csinet.org | 800/689-2900 |
| CTIOA | Ceramic Tile Institute of America 12061 Jefferson Blvd. Culver City, CA 90230-6219 www.ctioa.org | 310/574-7800 |
| DHA | Decorative Hardwoods Association (formerly Hardwood Plywood & Veneer Association) 42777 Trade West Dr. Sterling, VA 20166 https://www.decorativehardwoods.org/ | 703/435-2900 |
| DHI | Door and Hardware Institute (formerly National Builders Hardware Association) 2001 K Street NW, 3rd Floor North Washington, DC 20006 www.dhi.org | 202/367-1134 |
| DIPRA | Ductile Iron Pipe Research Association P.O. Box 190306 Birmingham, AL 35219 www.dipra.org | 205/402-8700 |
| DOC | U.S. Department of Commerce 1401 Constitution Ave., NW Washington, DC 20230 www.commerce.gov | 202/482-2000 |
| DOT | U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 www.dot.gov | 855/368-4200 |
| EJMA | Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 www.ejma.org | 914/332-0040 |



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| EPA | Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 www.epa.gov | 202/272-0167 |
| FCICA | Floor Covering Installation Contractors Association 800 Roosevelt Rd., Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.fcica.com | 630/672-3702 |
| FGIA | Fenestration and Glazing Industry Alliance 1900 E Golf Rd, Suite 1250 Schaumburg, IL 60173 https://fgiaonline.org/ | 847/303-5664 |
| FM Global | Factory Mutual Insurance Company Amy Daley Global Practice Leader – Education, Public Entities, Health Care FM Global 270 Central Avenue Johnston, RI 02919-4949 www.fmglobal.com | 401/275-3000 401/275-3029 |
| FS | General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L’Enfant Plaza, SW, Suite 8100 Washington, DC 20407 www.gsa.gov | 202/619-8925 |
| GA | The Gypsum Association 962 Wayne Ave., Suite 620 Silver Spring, MD 20910 www.gypsum.org | 301/277-8686 |
| HMA | Hardwood Manufacturers Association One Williamsburg Place, Suite 108 Warrendale, PA 15086 http://hmamembers.org | 412/244-0440 |



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| IAPMO | International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 www.iapmo.org | 909/472-4100 |
| ICC | International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 www.iccsafe.org | 888/422-7233 |
| IEEE | Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org | 212/419-7900 |
| IES | Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 www.ies.org | 212/248-5000 |
| ITRK | Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 www.intertek.com | 607/753-6711 |
| MCAA | Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850 www.mcaa.org | 301/869-5800 |
| MMPA (formerly WMMPA) | Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 www.wmmpa.com | 530/661-9591 800/550-7889 |
| MSS | Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc. 127 Park Street, NE Vienna, VA 22180-4602 http://mss-hq.org | 703/281-6613 |
| NAAMM | National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org | 630/942-6591 |



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| NAIMA | North American Insulation Manufacturers Association P.O. Box 1906 Alexandria, VA 22313 https://insulationinstitute.org/ | 703/684-0084 |
| NALP | National Association of Landscape Professionals (formerly Professional Landcare Network) 12500 Fair Lakes Circle, Suite 200 Fairfax, VA 22033 https://www.landscapeprofessionals.org/ | 703/736-9666 |
| NAPA | National Asphalt Pavement Association 6406 Ivy Lane, Suite 350 Greenbelt, MD 20770-1441 www.asphaltpavement.org | 888/468-6499 301/731-4748 |
| NCSPA | National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 Dallas, TX 75244 www.ncspa.org | 972/850-1907 |
| NCMA | National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 www.ncma.org | 703/713-1900 |
| NEBB | National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 www.nebb.org | 301/977-3698 |
| NECA | National Electrical Contractors Association 1201 Pennsylvania Ave. NW Washington, D.C., 20004 www.necanet.org | 202/991-6300 |
| NEMA | National Electrical Manufacturers Association 1300 North 17th Street N, Suite 900 Rosslyn, VA 22209 www.nema.org | 703/841-3200 |
| NEII | National Elevator Industry, Inc. 5537 SW Urish Road Topeka, KS 66610 https://nationalelevatorindustry.org/ | 703/589-9985 |
| NFPA | National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169-7471 www.nfpa.org | 800/344-3555 855/274-8525 |



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| NGA (formerly GANA) | National Glass Association (merged with Glass Association of North America) 1945 Old Gallows Road Suite 750 Vienna, VA 22182 www.glass.org | 866/342-5642 Ext 127 |
| NHLA | National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 www.nhla.com | 901/377-1818 |
| NIA | National Insulation Association 516 Herndon Pkwy., Ste. D Herndon, VA 20170 www.insulation.org | 703/464-6422 |
| NRCA | National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.nrca.net | 847/299-9070 |
| NSF | NSF International 789 N. Dixboro Road Ann Arbor, MI 48113-0140 www.nsf.org | 800/673-6275 734/769-8010 |
| NSI | Natural Stone Institute (formerly Marble Institute of America) 380 E. Lorain St. Oberlin, OH 44074 https://www.naturalstoneinstitute.org/ | 440/250-9222 |
| NTMA | National Terrazzo and Mosaic Association 209 N. Crockett Street, Suite 2 PO Box 2605 Fredericksburg, TX 78624 www.ntma.com | 800/323-9736 |
| OSHA | Occupational Safety and Health Act U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Washington, DC 20210 www.osha.gov | 800/321-OSHA (6742) |



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| PCA | Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 or 200 Massachusetts Ave NW, Suite 200 Washington, DC 20001 www.cement.org | 847/966-6200 202/408-9494 |
| PCA | Painting Contractors Association (formerly Painting and Decorating Contractors of America) 2316 Millpark Drive Maryland Heights, MO 63043 https://www.pcapainted.org/ | 800/322-7322 |
| PCI | Precast/Prestressed Concrete Institute 8770 W. Bryn Mawr Ave., Suite 1150 Chicago, IL 60631 www.pci.org | 312/786-0300 |
| PDI | Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 http://pdionline.org | 978/557-0720 800/589-8956 |
| PEI | Porcelain Enamel Institute, Inc. P.O. Box 920220 Norcross, GA 30010 www.porcelainenamel.com | 770/676-9366 |
| PG&E | Pacific Gas & Electric Company P.O. Box 997300 Sacramento, CA 95899-7300 www.pge.com | 800/743-5000 |
| PLIB | Pacific Lumber Inspection Bureau (formerly West Coast Lumber Inspection Bureau) 1010 South 336th Street, Suite 210 Federal Way, WA 98003-7394 https://www.plib.org/ | 253/835-3344 |
| RFCI | Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange, GA 30240 www.rfci.com | 706/882-3833 |
| SDI | Steel Deck Institute P.O. Box 426 Glenshaw, PA 15116 www.sdi.org | 412/487-3325 |



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| SDI | Steel Door Institute 30200 Detroit Road Westlake, OH 44145 www.steeldoor.org | 440/899-0010 |
| SJI | Steel Joist Institute 140 West Evans Street, Suite 203 Florence, SC 29501 http://steeljoist.org | 843/407-4091 |
| SMA | Stucco Manufacturers Association 5753 E Santa Ana Cyn Rd, #G-156 Anaheim, CA 92807 www.stuccomfgassoc.com | 714/473-9579 |
| SMACNA | Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1219 www.smacna.org | 703/803-2980 |
| SPI | SPI: The Plastics Industry Trade Association, Inc. 1425 K St. NW, Suite 500 Washington, DC 20005 www.plasticsindustry.org | 202/974-5200 |
| TCA | The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com | 864/646-8453 |
| TPI | Truss Plate Institute 2670 Crain Highway, Suite 203 Waldorf, MD 20601 www.tpinst.org | 240/587-5582 |
| TPI | Turfgrass Producers International 444 E. Roosevelt Road #346 Lombard, IL 60148 www.turfgrassod.org | 800/405-8873 847/649-5555 |
| TCIA | Tree Care Industry Association (formerly the National Arborist Association) 670 N Commercial Street, Suite 201 Manchester, NH 03101 www.tcia.org | 603/314-5380 800/733-2622 |



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| TVI | The Vermiculite Institute c/o The Schundler Company 10 Central Street Nahant, MA 01908 www.vermiculiteinstitute.org | 732/287-2244 |
| UL | Underwriters Laboratories Inc. 333 Pfingsten Road Northbrook, IL 60062-2096 www.ul.com | 847/272-8800 877/854-3577 |
| UNI | Uni-Bell PVC Pipe Association 201 E. John Carpenter Freeway, Suite 750 Irving, TX 75062 www.uni-bell.org | 972/243-3902 |
| USDA | U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 www.usda.gov | 202/720-2791 |
| WA | Wallcoverings Association 35 E Wacker Dr., Suite 850 Chicago, IL 60601 www.wallcoverings.org | 312/224-2574 |
| WCMA | Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, NY 10017 www.wcmanet.org | 212/297-2122 |
| WDMA | Window & Door Manufacturers Association 2001 K Street NW, 3rd Floor North Washington, D.C. 20006 www.wdma.com | 202/367-1157 |
| WI | Woodwork Institute 1455 Response Road, Suite 110 Sacramento, CA 95815 www.wicnet.org | 916/372-9943 |
| WRI | Wire Reinforcement Institute 942 Main Street, Suite 300 Hartford, CT 06103 www.wirereinforcementinstitute.org | 860/240-9545 |
| WWCA | Western Wall & Ceiling Contractors Association 1910 N. Lime St. Orange, CA 92865 www.wwcca.org | 714/221-5520 |



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| WWPA | Western Wood Products Association (formerly Redwood Inspection Service) 1500 SW First Ave., Suite 870 Portland, OR 97201 www.wwpa.org | 503/224-3930 |
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PART 29 - PRODUCTS Not Used.

PART 30 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 43 00
MATERIALS AND EQUIPMENT

PART 31 - GENERAL

31.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

31.02 MATERIAL AND EQUIPMENT

- A. Only items approved by the District and/or Design Professional shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

31.03 MATERIAL AND EQUIPMENT COLORS

- A. The District and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

31.04 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.



- D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 32 - PRODUCTS

32.01 MANUFACTURERS

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

32.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

32.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.



PART 33 - EXECUTION

33.01 WORKMANSHIP

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

33.02 COORDINATION

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

33.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

33.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.



33.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT



DOCUMENT 01 45 00
QUALITY CONTROL

PART 34 - GENERAL

34.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

34.02 RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

34.03 OBSERVATION AND SUPERVISION:

- A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - (1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.
 - (2) The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.
 - (3) The Project Inspector shall observe and monitor all testing and inspection activities required.



The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

34.04 TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

34.05 TESTS AND INSPECTIONS:

- A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:
 - (1) Tests and observations for earthwork and paving.
 - (2) Tests for concrete mix designs, including tests of trial batches.
 - (3) Tests and inspections for structural steel work.
 - (4) Field tests for framing lumber moisture content.
 - (5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
 - (6) Tests and observations of welding and expansion anchors.



- D. The District may at its discretion, pay and then back charge the Contractor for:
- (1) Re-tests or re-inspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
 - (2) Uncovering of work in accordance with Contract Documents.
 - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
 - (4) Testing done off Site.
- E. Testing and inspection reports and certifications:
- (1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - (a) The District;
 - (b) The Construction Manager, if any;
 - (c) The Architect;
 - (d) The Consulting Engineer, if any;
 - (e) Other engineers on the Project, as appropriate;
 - (f) The Project Inspector; and
 - (g) The Contractor.
 - (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 35 - PRODUCTS

35.01 TYPE OF TESTS AND INSPECTIONS

- A. Testing and inspection shall be in accordance with DSA Form 103 (or current version)
- B. Slump Test
ASTM C 143
- C. Concrete Tests

Testing agency shall test concrete used in the work per the following paragraphs:



- (1) Compressive Strength:
 - (a) Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).
 - (b) Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.
 - (c) Concrete shall test the minimum ultimate compressive strength in twenty-eight 28 days, as specified on the structural drawings.
 - (d) In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.
 - (e) In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.
- D. Reinforcing, Steel
- E. Structural Steel Per Title 24 and as noted:
 - (1) Material: Steel per Table in Title 24, Section 2712.
 - (2) Qualification of Welders (UBC Std. 27-6).
 - (3) Shop fabrication (Section 2712(d). Structural steel only).
 - (4) Shop and field welding (Section 2712(e)).

PART 36 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 37 – GENERAL

37.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Site Standards; and
- D. Construction Waste Management and Disposal.

37.02 TEMPORARY UTILITIES:

- A. Electric Power and Lighting:
 - (1) Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
 - (2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
 - (3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
 - (4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.
- B. Heat and Ventilation:
 - (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper



temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

- (1) Contractor shall pay for water used during the course of the Work. Contractor shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s), on the Site, or other location approved by the local water agency, to point of intended use.
- (2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

- (1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service:

- (1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.
- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.



- F. Fire Protection:
 - (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
 - (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.
- G. Trash Removal:
 - (1) Contractor shall provide trash removal on a timely basis. Under no circumstance shall Contractor use District trash service.
- H. Field Office:
 - (1) If Contractor chooses to provide a field office, it shall be an acceptable construction trailer that is well-lit and ventilated. The construction trailer shall be equipped with shelves, desks, filing cabinet, chairs, and such other items of equipment needed. Trailer and equipment are the property of the Contractor and must be removed from the Site upon completion of the Work. Contractor may use space adjacent to the construction area for an office area, if approved in writing by District.
 - (2) Contractor shall provide any additional electric lighting and power required for the trailer. Contractor shall make adequate provisions for heating and cooling as required.
- I. Temporary Facilities:
 - (1) N/A

37.03 CONSTRUCTION AIDS:

- A. Plant and Equipment:
 - (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
 - (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.
- B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.



37.04 BARRIERS AND ENCLOSURES:

- A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection:
 - (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
 - (2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.
 - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
 - (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.
 - (5) Excavation around Trees:
 - (a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
 - (b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and



taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

- (c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
- (d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
- (e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
- (f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

37.05 SECURITY:

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

37.06 TEMPORARY CONTROLS:

A. Noise Control:

- (1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration:



- (1) Equipment and impact tools shall have intake and exhaust mufflers.
- (2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

- (1) Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution:

- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

37.07 JOB SIGN(S):

A. General:



- (1) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Design Professional; locate sign as approved by the District.
- (2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

B. Materials:

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

C. Fabrication:

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

37.08 PUBLICITY RELEASES:

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the District.

PART 38 – PRODUCTS Not used.

PART 39 – EXECUTION Not used.

END OF DOCUMENT



DOCUMENT 01 50 13

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 40 - GENERAL

40.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

40.02 SECTION INCLUDES:

- A. Administrative and procedural requirements for the following:
 - (1) Salvaging non-hazardous construction waste.
 - (2) Recycling non-hazardous construction waste.
 - (3) Disposing of non-hazardous construction waste.

40.03 DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.



40.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

40.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - (1) Material category.
 - (2) Generation point of waste.
 - (3) Total quantity of waste in tons or cubic yards.
 - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.



- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01 33 00.

40.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - (2) Review requirements for documenting quantities of each type of waste and its disposition.
 - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - (5) Review waste management requirements for each trade.

40.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.



- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
- (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 41 - PRODUCTS Not Used.

PART 42 - EXECUTION

42.01 PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- (1) Comply with Document 01 50 00 for operation, termination, and removal requirements.
- B. **[Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.]**



- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.
 - (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - (2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

42.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
 - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - (4) Store components off the ground and protect from the weather.



- (5) Remove recyclable waste off District property and transport to recycling receiver or processor.

D. Packaging:

- (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
- (2) Polystyrene Packaging: Separate and bag material.
- (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

E. Site-Clearing Wastes: Chip brush, branches, and trees on site.

F. Wood Materials:

- (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

- (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

42.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT



DOCUMENT 01 52 13
FIELD OFFICES

PART 43 – GENERAL

43.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

43.02 SECTION INCLUDES:

- A. Requirements for Field Offices and Field Office Trailers.

43.03 SUMMARY:

- A. General: Contractor shall provide District's Field Office Trailer and contents, for District's use exclusively, during the term of the Contract.
- B. Property: Trailer, furniture, furnishings, equipment, and the like, supplied by the Contractor with the Office Trailer shall remain the property of the Contractor; District property items installed, delivered, and the like by District within the Office Trailer will remain District's property.
- C. Modifications: District reserves the right to modify the trailer or contents, or both, as may be deemed proper by District.
- D. Condition: Trailer and contents shall be clean, neat, substantially finished, in good, proper, and safe condition for use, operation, and the like; the trailer and contents shall not be required to be new.
- E. Installation Timing: Provide safe, fully furnished, functional, proper, complete, and finished trailer properly ready for entire use, within fourteen (14) calendar days of District's notification of the issuance of Notice to Proceed.

43.04 SUBMITTALS:

- A. General: Submit submittals to District in quantity, format, type, and the like, as specified herein.
- B. Office Trailer Data: One (1) copy of manufacturer's descriptive data, technical descriptions, regulatory compliance, industry standards, installation, removal, and maintenance instructions.



- C. Equipment Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- D. Furniture and Furnishings Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- E. Plans: One (1) reproducible copy of appropriately scaled plans of trailer layout. Plans shall include, but not be limited to: lighting; furniture; equipment; telephone and electrical outlets; and the like.
- F. Product Samples: One (1) complete and entire unit of each type, if directed by District.

43.05 QUALITY ASSURANCE

- A. Standards: In the event that provisions of codes, regulations, safety orders, Contract Documents, referenced manufacturer's specifications, manufacturer's instructions, industry standards, and the like, are in conflict, the more restrictive and higher quality shall govern.
- B. Installer: Installer or Installers engaged by Contractor must have a minimum of five (5) years of documented and properly authenticated successful experience of specialization in the installation of the items or systems, or both, specified herein.
- C. Manufacturer: Contractor shall obtain products from nationally and industry recognized Manufacturer with five (5) years minimum, of immediately recent, continuous, documented and properly authenticated successful experience of specialization in the manufacture of the product specified herein.
- D. State Personnel Training: Provide proper training for maintenance and operations, including emergency procedures, and the like, as directed by District.
- E. Units: Shall be sound and free of defects, and shall not include any damage or defect that will impair the safety, installation, performance, or the durability of the entire Office Trailer and appurtenant systems.

43.06 REGULATORY REQUIREMENTS

- A. General: Work shall be executed in accordance with applicable Codes, Regulations, Statutes, Enactments, Rulings, Laws, each authority having jurisdiction, and including, but not limited to, Regulatory Requirements specified herein.
- B. California Building Standards Code ("CBSC").
- C. California Code of Regulations, Title 25, Chapter 3, Sub Chapter 2, Article 3 ("CCR").



- D. Coach Insignia: Trailer shall display California Commercial Coach Insignia; such insignia shall be deemed to show that the trailer is in accordance with the Construction and Fire Safety requirements of CCR.

PART 44 – PRODUCTS

44.01 FIELD OFFICE TRAILER

- A. General: Provide entire Field Office Trailer of type, function, operation, capacity, size, complete with controls, safety devices, accessories, and the like, for proper and durable installation. Partitions, walls, ceiling, and other interior and exterior surfaces shall be appropriately finished, including, but not limited to, trim, painting, wall base, floor covering, suspended or similar ceiling, and the like; provide systems, components, units, nuts, bolts, screws, anchoring devices, fastening devices, washers, accessories, adhesives, sealants, and other items of type, grade, and class required for the particular use, not identified but required for a complete, weather-tight, appropriately operating, and finished installation.
- B. Manufacturers: General Electric Capital Modular Space; The Space Place, Inc.; or equal.
- C. Program: Provide a wheel-mounted trailer with stairs, landings, platforms, ramps, and the like, in good, proper, safe, clean, and properly finished condition; with proper heavy duty locks, and other proper and effective security at all doors, windows, and the like. Trailer shall be maintained in good, proper, safe, clean, and properly finished condition during the Contract.
 - (1) Nominal Trailer Size: Four hundred eighty (480) square feet, minimum.
 - (2) Stairs, Platform: Properly finished stairs, platforms, and ramps.
 - (3) Doors: Two (2), three (3) foot wide exterior doors with locksets; finished ramp, steps, and entry platform at each exterior door.
 - (4) Keys: Submit five (5) keys for each door, window, furniture unit, and the like. There shall be no other key copies or originals available; each key shall be identified for District; and shall be labeled, or tagged or both, as directed by District.
 - (5) HVAC: N/A
 - (6) Lighting: Sixty-five (65) foot-candles illumination minimum at any point, at thirty (30) inches above finished floor throughout from fluorescent light source, exclusively, or as directed by District.
 - (7) Electrical Outlets: One (1) duplex outlet evenly spaced every twelve (12) linear horizontal feet of wall face, and electrical service ready for use.



- (8) Telephones and Telephone Outlets: Two (2) telephone lines wired, connected to telephone utility service, and ready for use, and two (2) telephone instruments, each with two (2)-line capability, speed dial and hands-free feature. Locate each outlet as directed by District.
- (9) Voicemail Messaging System or Answering Machine: One (1) unit, two (2)-line; digital.

44.02 FIELD OFFICE TRAILER ITEMS

- A. General: Provide the Field Office Trailer with the following arranged into two (2) workstations:
 - (1) Desks: Two (2) desks: thirty-six (36) inches by sixty (60) inches; steel, laminated plastic top; locking, one (1) or two (2) file drawers single pedestal; steel; provide five (5) keys to District.
 - (2) Tables: Two (2) tables; thirty-six (36) inches by sixty (60) inches; twenty-nine (29) inches high; steel, laminated plastic top tables; one (1) at each desk.
 - (3) Chairs: Two (2) chairs: swivel; steel; with seat cushion and arms; one (1) at each desk.
 - (4) Waste Baskets: Two (2) waste baskets, one at each desk.
- B. Furniture and Equipment: Provide in the space located to effect efficient and logical use.
 - (1) File cabinet: One (1); four (4) drawer; lateral; steel locking.
 - (2) Plan Table: One (1) plan table: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawers.
 - (3) Drafting Stool: One (1) drafting stool; swiveling; steel; padded; adjustable; with footrest and casters.
 - (4) Bookshelf: One (1) bookshelf: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawer.
 - (5) Plan Rack: One (1) wheel mounted plan rack.
 - (6) Waste Baskets: One (1) large waste basket.
 - (7) Coat/Hat Hanger: Wall mounted with minimum capacity for four (4) garments and ten (10) hats.
 - (8) Document Management System: Shall include an integrated high-volume printer, copier, and facsimile machine, including stand, base, and storage cabinet; and shall include the following features:



- (a) Type: Laser, dry electrostatic transfer, plain paper, digital, multi-function imaging system.
 - (b) Network: Ethernet or Token Ring network ready, Plug-and-Play.
 - (c) Print, send/receive facsimile from any connected workstation.
 - (d) Resolution: Six hundred (600) dots per inch by six hundred (600) dots per inch, minimum.
 - (e) Print Speed: Twenty (20) pages per minute, minimum.
 - (f) Copies: Twenty (20) copies per minute, minimum.
 - (g) Document Handler: Forty (40) sheet, minimum
 - (h) Collator: Forty (40) bin, minimum, with stapling.
 - (i) Duplexing: Capable.
 - (j) Paper Size: Capable of handling paper sizes to eleven (11) inches by seventeen (17) inches.
 - (k) Paper Cassettes: One (1) each for eight and one half (8.5) inches by eleven (11) inches, eight and one half (8.5) inches by fourteen (14) inches, and eleven (11) inches by seventeen (17) inches paper sizes; minimum two hundred fifty (250) sheets per cassette.
 - (l) Reduction/Enlargement: Capable of reduction to twenty-five percent (25%) and enlargement to two hundred percent (200%).
 - (m) Facsimile Electronic Storage: Capable of storing minimum of fifty (50) speed dial numbers, group faxing and broadcast faxing.
 - (n) Facsimile Scanning: Capable of scanning into memory a minimum of one hundred (100) pages with maximum scan time of three (3) seconds per page.
 - (o) Halftone: Sixty-four (64) levels.
 - (p) Redial: Automatic and Manual.
- (9) Maintenance: Contractor shall purchase service agreements for each unit of equipment for the duration of the project plus two (2) months, and shall maintain all equipment in proper working condition. Service agreements shall include provision for replacement of toner cartridges and other items required to effect proper unit use. Service agreements shall also provide for:



- (a) Unlimited Service Calls.
 - (b) Same Day Response.
 - (c) All parts, labor, preventative maintenance and mileage.
 - (d) All chemicals, such as toner, fixing agent, and the like.
 - (e) System training and setup.
- (10) Portable Toilets: Two (2); each shall include a urinal; each unit shall be a properly enclosed chemical unit conforming to ANSI Z4.3.
- (a) Location: As directed by District.
 - (b) Maintenance: Maintain each unit and surrounding areas in a clean, hygienic and orderly manner, at all time. Empty, clean, and sanitize each unit each day at a location and time as directed by District.
 - (c) Removal: Relocate, or remove from the site, each Portable Toilet. Upon such directive by District, the Contractor shall forthwith relocate or remove each Portable Toilet and submit the affected areas to a condition which existed prior to the installation of each Portable Toilet, within three (3) calendar days, or as directed by District in writing, at no cost to District.

44.03 UTILITY AND SERVICES

- A. Telephone Service: Contractor shall provide and interface the entire telephone service, and shall properly and timely pay for telephone service for District's non-long-distance use.
- B. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the Work.

44.04 FINISHES

- A. General: Manufacturer standard finish system over surfaces properly cleaned, pretreated, and prepared to obtain proper bond; all visible surfaces shall be coated.
- B. Finish: Color as selected by District from manufacturer standard palette.

PART 45 – EXECUTION

45.01 INSTALLATION

- A. General: Properly prepare area and affected items to receive the Work. Set Work accurately in location, alignment, and elevation; rigidly, securely, and firmly anchor to appropriate structure; install plumb, straight, square, level, true, without racking, rigidly anchored to proper solid blocking, substrate, and



the like; provide appropriate type and quantity of reinforcements, fasteners, adhesives, self-adhesive and other tapes; lubricants, coatings, accessories, and the like, as required for a complete, structurally rigid, stable, sound, and appropriately finished installation, in accordance with manufacturer's published instructions, and as indicated. The more restrictive and higher quality requirement shall govern. Moving parts shall be properly secured, without binding, looseness, noise, and the like.

- B. Installation: Install in accordance with 25 CCR 3.2.3 and as directed by District; jack up trailer and level both ways; mount on proper concrete piers with all load off wheels; provide required tie down and accessories per Section 4368 of referenced CCR, and as directed by District.
- C. Rejected Work: Work, materials, unit, items, systems, and the like, not accepted by District shall be deemed rejected, and shall forthwith be removed and replaced with proper and new Work, materials, unit, items, systems, and the like at no cost to District.
- D. Standard: Comply with manufacturer's published instructions, or with instructions as shown or indicated; the more restrictive and higher quality requirement shall govern.
- E. Location: As directed by District.
- F. Fire Resistance: Construct and install in accordance with UL requirements.
- G. Maintenance: Contractor shall maintain trailer and adjacent areas in a safe, clean and hygienic condition throughout the duration of the Work, and as directed by District. Properly repair or replace furniture or other items, as directed by District. Properly remove unsafe, damaged, or broken furniture, or similar items, and replace with safe and proper items. Contractor shall pay cost of all services, repair, and maintenance, or replacement of each item.
- H. Janitorial Service: Provide professional janitorial services, including, but not limited to, trash, waste paper baskets, fill paper dispensers; clean and dust all furniture, files, and the like; sweep and mop resilient and similar flooring; and vacuum carpeting and similar flooring.
 - (1) Frequency: Two (2) times per week, minimum.
- I. Removal: Properly remove the Office Trailer and contents from the Site upon completion of the Contract, or as directed by District in writing. Forthwith properly patch and repair affected areas; replace damaged items with new items. Carefully and properly inventory, clean, pack, store, and protect District property; submit District property to District at a date, time and location as directed by District.

END OF DOCUMENT



DOCUMENT 01 64 00
OWNER-FURNISHED PRODUCTS

PART 46 – GENERAL

46.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Materials and Equipment.

46.02 SECTION INCLUDES

- A. Requirements for the following:
 - (1) Installing Owner-furnished materials and equipment.
 - (2) Providing necessary utilities, connections and rough-ins.

46.03 DEFINITIONS

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installing Contractor: Contractor, who is installing the materials and equipment furnished by the Owner.

46.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

PART 47 – PRODUCTS

47.01 GENERAL PRODUCT REQUIREMENTS

- A. Installing Contractor's Responsibilities:
 - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.
 - (2) Provide mounting and utility rough in for all items where required.
 - (a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.



B. Owner and Installing Contractor(s) Responsibilities:

- (1) Owner-Furnished/Contractor Installed ("OFCI"): Furnished by the Owner; installed by the Installing Contractor.
 - (a) General: Owner and Installing Contractor(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
 - (b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements and Specifications Section 01 43 00, Materials and Equipment, Article 1.04.
 - (c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Contractor.
 - (d) The Installing Contractor shall:
 - 1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Contractor and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
 - 2) Coordinate timely delivery. Installing Contractor shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Contractor shall assume responsibility for such defects and omissions.
 - 3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Contractor is responsible for providing adequate storage space.
 - 4) Coordinate with other bid package contractors and field measurement to ensure complete installation.
 - 5) Uncrate, assemble, and set in place.
 - 6) Provide adequate supports.
 - 7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and Shop Drawings, supply labor and material required, and



make mechanical, plumbing, and electrical connections required to operate equipment.

- 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
- 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
- 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.

C. Compatibility with Space and Service Requirements:

- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
- (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.

D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

47.02 FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

PART 48 – EXECUTION

48.01 INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

48.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.



- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT



SECTION 01 66 00
PRODUCT DELIVERY, STORAGE AND HANDLING

PART 49 - GENERAL

49.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

49.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

49.03 TRANSPORTATION AND HANDLING

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

49.04 STORAGE AND PROTECTION

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.
- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.



- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 50 – PRODUCTS Not Used.

PART 51 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 01 71 23
FIELD ENGINEERING

PART 52 - GENERAL

52.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;
- B. Special Conditions;
- C. Site-Visit Certification.

52.02 REQUIREMENTS INCLUDED:

- A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:
 - (1) Survey work required in execution of the Project.
 - (2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

52.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

52.04 SURVEY REFERENCE POINTS:

- A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:
 - (1) Make no changes or relocation without prior written notice to District and Architect.
 - (2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - (3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.



52.05 RECORDS:

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

52.06 SUBMITTALS:

- A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.
- B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 53 – PRODUCTS Not Used.

PART 54 - EXECUTION

54.01 COMPLIANCE WITH LAWS:

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

54.02 NONCONFORMING WORK:

Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT



DOCUMENT 01 73 29
CUTTING AND PATCHING

PART 55 – GENERAL

55.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
- B. Special Conditions;
- C. Hazardous Materials Procedures and Requirements;
- D. Hazardous Materials Certification;
- E. Lead-Based Paint Certification;
- F. Imported Materials Certification.

55.02 CUTTING AND PATCHING:

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - (1) Make several parts fit together properly.
 - (2) Uncover portions of Work to provide for installation of ill-timed Work.
 - (3) Remove and replace defective Work.
 - (4) Remove and replace Work not conforming to requirements of Contract Documents.
 - (5) Remove Samples of installed Work as specified for testing.
 - (6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - (7) Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.



- C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

55.03 SUBMITTALS:

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
 - (1) The work of the District or other trades.
 - (2) Structural value or integrity of any element of Project.
 - (3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
 - (4) Efficiency, operational life, maintenance or safety of operational elements.
 - (5) Visual qualities of sight-exposed elements.
- B. Contractor's Request shall also include:
 - (1) Identification of Project.
 - (2) Description of affected Work.
 - (3) Necessity for cutting, alteration, or excavations.
 - (4) Effects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - (5) Description of proposed Work:
 - (a) Scope of cutting, patching, alteration, or excavation.
 - (b) Trades that will execute Work.
 - (c) Products proposed to be used.
 - (d) Extent of refinishing to be done.
 - (6) Alternates to cutting and patching.
 - (7) Cost proposal, when applicable.
 - (8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.



- (9) Written permission of District or other District contractor(s) whose work will be affected.

55.04 QUALITY ASSURANCE:

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

55.05 PAYMENT FOR COSTS:

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
- B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 56 - PRODUCTS

56.01 MATERIALS:

- A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 57 – EXECUTION

57.01 INSPECTION:

- A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching,



excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

- B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

57.02 PREPARATION:

- A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- B. Contractor shall provide devices and methods to protect other portions of Project from damage.
- C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

57.03 ERECTION, INSTALLATION AND APPLICATION:

- A. With respect to performance, Contractor shall:
 - (1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - (2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - (3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 - (1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - (2) Sight-exposed finished surfaces.
- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever



calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT



DOCUMENT 01 76 00
ALTERATION PROJECT PROCEDURES

PART 58 – GENERAL

58.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

PART 59 - PRODUCTS

59.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 60 - EXECUTION

60.01 EXAMINATION:

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

60.02 PREPARATION:

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.
- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.
- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.



- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

60.03 INSTALLATION:

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

60.04 TRANSITIONS:

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

60.05 ADJUSTMENTS:

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.
- C. Contractor shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.



- D. Contractor shall fit Work at penetrations of surfaces.

60.06 REPAIR OF DAMAGED SURFACES:

- A. Contractor shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.
- B. Contractor shall repair substrate prior to patching finish.

60.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

60.08 FINISHES:

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

60.09 CLEANING:

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT



DOCUMENT 01 77 00
CONTRACT CLOSEOUT AND FINAL CLEANING

PART 61 - GENERAL

61.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Temporary Facilities and Controls.

61.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

61.03 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall replace filters of operating equipment.
- E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

61.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.



61.05 RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Contractor shall legibly mark each item to record actual construction, including:
 - (1) Measured depths of foundation in relation to finish floor datum.
 - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Contract Drawings
 - (6) Changes made by modification(s).
 - (7) References to related Shop Drawings and modifications.
- B. Contractor will provide one set of Record Drawings to District.
- C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

61.06 INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.
- E. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

61.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.



- B. Contractor shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 62 – PRODUCTS Not Used.

PART 63 – EXECUTION Not Used.

END OF DOCUMENT

DIVISION 2 - SITEWORK

SECTION 02 20 00: SITE PREPARATION, GRADING, EXCAVATION, BACKFILL, SUBSURFACE INVESTIGATION

PART 1 - GENERAL

- 1.01 Division 1 and the General Conditions apply to all work of this section.
- 1.02 Description:
- A. Work Included: Included herein is all labor, materials, equipment, and services necessary to complete the site preparation, grading, and related items as indicated or specified – including clearing, excavating, trenching, filling, grading, and compaction of Earthwork – including Pool excavation.
 - B. Verification of Existing Conditions: Examine the existing Site to assure conformance with the intent of the drawings and specifications, including surface, subsurface, or concealed conditions under which the Contractor will be obligated to operate in performing the work. Examine the drawings and specifications for finish grades, building paving and garden wall layouts, and work of other specification sections within this Project Manual.
 - C. Soils Engineer: The Contractor shall be responsible for placing, spreading water, and thoroughly compacting the fill in strict accordance with these specifications. A Geotechnical Engineer and testing laboratory representative shall be present to inspect and test the construction of fills. **A Complete soil investigation report is on file in the office of the Soils Engineer (Terracon) Project No. NA2350016 1305 E. Vine Street, Lodi, CA 95240 written on June 19, 2023, and is available at the District Offices for review, information, and all supplemental recommendations.** Neither the District nor Architect guarantees the Report's accuracy nor the continuity of the soil conditions indicated at boring locations. Bidders are responsible for securing, reviewing, interpreting, and drawing conclusions.
 - D. Field Investigation: The Contractor performing this portion of the work shall visit the project site to ascertain soil and foundation conditions. No allowance will be made for Contractor/bidder negligence or oversight.
 - E. Dust Control: Furnish sprinkling equipment and maintain it during grading work as required by local code or as necessary to allow for dust control.
 - F. Noise Control: All equipment shall be properly muffled, and noise levels shall not exceed those allowed by local codes and ordinances.
 - G. Caution: The contractor assumes all liability and responsibility for damages to existing ground utilities, pipes, conduits, structures, etc., shown or not on the drawings.
 - H. Existing utility lines: Locate existing lines as shown on drawings, reference material, or otherwise. Where unknown existing utilities are encountered, which need to be shown on the drawings or reference material, determine whether these are active or abandoned.
 - 1. Abandoned: Remove the interfering portions of abandoned utilities. Cap or plug all open ends of the pipe to remain. The cap or plug must seal the opening to permit the remaining portion of the utility to be reactivated.
 - 2. Active: Notify the District Representative of further instructions on utilities determined to be active. Relocate these utilities as directed.
 - 3. Show and dimension depth and location of active and inactive lines on "as-built" drawings.
 - I. Permits and Inspections:
 - 1. Obtain and pay for all permits, licenses, bonds, and inspections required by governing agencies, including utility connection fees as a part of the work and without additional cost to the District.
 - J. Reference Specifications:
 - 1. The latest editions of the following standard specifications govern work and constitute minimum requirements. Where specific requirements of the specification are more stringent, they shall supersede the corresponding requirements of these standard specifications.
 - a. American Society for Testing Materials (ASTM)
 - Sampling stone, slag, gravel, sand, and stone blocks as highway materials (ASTM D 75).
 - Grain-size analysis of soils (ASTM D 422).
 - Test for the liquid limit of soils (ASTM 422).

TOKAY HIGH SCHOOL POOL RENOVATION

Site Preparation, Grading, Excavation, Backfill & Subsurface Investigation, Section 02 20 00

- Test for plastic limit & plasticity index of soils (ASTM D 424).
 - Test for moisture density relations of soils using a 10-pound hammer 18" drop (ASTM D 1557).
 - Test for soil density in place by the rubber-balloon method (ASTM D-216).
 - Bituminous material (ASTM C 207).
 - b. American Association of State Highway and Transportation Officials (AASHTO)
 - Los Angeles abrasion (ASSHTO T 96).
 - Soundness - (5 cycle magnesium sulfate solution) AASHTO T 104.
 - K. Safety devices:
 - 1. Refer to Section 01 50 00 Temporary Facilities and Controls for requirements of fences, barricades, lights, warning tape, and similar safeguards.
 - 2. Access to trenches: Provide safe and suitable ladders which project 2 feet above the top of a trench for trenches over 5 feet deep. Provide one ladder for every 100 feet of the open trench or a fraction thereof, enabling the trench to move 50 feet maximum to a ladder. The Contractor shall observe and adhere to more stringent requirements of OSHA.
 - L. Water:
 - 1. Provide and pay for all construction water.
 - M. Submittals:
 - 1. Submit as shop drawing submittal - a local to the project testing laboratory and the credentials of a local to the project Soils Engineer – may be the author of Geotechnical Engineering Report.
 - 2. If the material excavated from the Site is determined to be unsuitable or if the additional backfill material is required – submit a shop drawing of the sieve analysis of the material chosen for backfill – reference sieve analysis; for similar material in the State of California - "Green Book."
 - N. Finished Grade:
 - 1. "Finished Grade," as used herein, refers to the required final grade elevation indicated. If the finished grades indicated by spot elevations conflict with those indicated by contours, the spot elevations will apply.
 - 2. Unless otherwise indicated, give project site areas outside of buildings uniform slopes between points for which finished grades are indicated or between such points and existing established grades, except provide vertical curves or rounds at abrupt changes in slopes.
- 1.03 Quality Assurance:
- A. Provide testing as specified herein – see Section 01 40 00 and herein.
 - B. Provide one field density test of prepared subgrade for every 5,000 square feet of building/pool area.

PART 2 - PRODUCTS AND EXECUTION

- 2.01 Protection of Work:
- A. During construction: The Contractor shall properly grade all excavated surfaces to provide good drainage and prevent ponds of water. The Contractor shall control surface water to avoid damage to adjoining properties or finished work on the Site. The Contractor shall take remedial measures to prevent erosion of freshly graded areas until permanent drainage and erosion control measures have been installed. The Geotechnical Engineer should be present during all earthwork operations to evaluate compliance with the recommendations in the Geotechnical Report.
 - B. Provide and maintain erosion protection to retain earth banks, protect adjacent grades from caving, sliding, erosion, or other damage, and suitable forms of protection against bodily injury.
 - C. Finished areas: Use whatever means are required to prevent erosion of graded areas or sloughing of slopes due to weather.
 - D. Prepared sub-grade: Prohibit hauling, which will cut or deform the sub-grade from the required cross-section of elevations. From Winter through early Spring, on-site soils will likely be saturated by rainfall and will only be compactable with drying by aeration or adding lime to dry the soils. Repair and re-compact any damage caused by such operations.

TOKAY HIGH SCHOOL POOL RENOVATION
 Site Preparation, Grading, Excavation, Backfill & Subsurface Investigation, Section 02 20 00

- 2.02 Clearing and Grubbing:
 - A. Pursuant to the instructions in the Geotechnical Report.
- 2.03 Excavation and Fill Materials:
 - A. Pursuant to the instructions in the Geotechnical Report.
- 2.04 Fill: This work shall consist of constructing fills per Excavation and Fill Materials herein.
 - A. Pursuant to the instructions in the Geotechnical Report.
- 2.06 Trenching:
 - A. Pursuant to the instructions in the Geotechnical Report.
- 2.07 Bedding:
 - A. Pursuant to the instructions in the Geotechnical Report.
- 2.08 Over Excavation:
 - A. Pursuant to the instructions in the Geotechnical Report.
- 2.09 Backfill of Utility Trenches:
 - A. Pursuant to the instructions in the Geotechnical Report.

PART 3 - EXECUTION

- 3.01 Site Preparation:
 - A. Pursuant to the instructions in the Geotechnical Report.
- 3.02 Subgrade:
 - A. Pursuant to the instructions in the Geotechnical Report.
See Section 31 11 23 – Aggregate Base Course.
 - B. Prepare subgrade at all paved areas to proper elevation to receive base course materials specified under another Section of these specifications. Construct subgrade infill layers not more than 8" in depth, each layer being thoroughly consolidated by soaking with water and following with a power roller weighing at least 250 pounds per inch width of the tire.
 - C. Do all grading require bringing the entire project area to the underside of the respective surfacing as determined by the finished grade.
- 3.03 Compaction:
 - A. Pursuant to the instructions in the Geotechnical Report.
- 3.04 Grading:
 - A. After construction and final clean-up of the exterior and removal of all debris, grade the building site to slopes and elevations directed. Leave graded areas raked smooth. Remove excess materials from the Site and legally dispose of them.
- 3.05 Protection:
 - A. Protect all newly graded areas from traffic and erosion. Repair and establish grades in any areas settled, rutted, or eroded. Keep areas free of trash and debris.
 - B. Implement SWEPP if directed. (Storm Water Erosion Prevention Plan).
- 3.06 Time of Placement:
 - A. General: Except where pipe must remain exposed as specified, backfill as soon as possible. Do not place backfill above the concrete bed or remove sheathing for 40 hours after concrete placement.
 - B. Without Admixture: Comply with periods in the following table before placing fill or backfill against or over top of cast-in-place structures, assuming concrete is without admixture for high early strength unless specified otherwise.

| Operation Location | Against Sides of Structures (Days) | Over Top of Structure (Days) |
|---------------------------|--|------------------------------------|
| Densification of Backfill | 7 | 28 |
- 3.07 Dimensional Tolerance:
 - A. Gravity flow utility lines designated for less than one percent of gradients shall be accurate within 1/2 inch per 100 feet. Non-gravity utility line sub-grades shall be accurate within, plus or minus, 2 inches. Each section of pipe shall be checked for proper slope direction utilizing hand levels for all gravity flow lines.

TOKAY HIGH SCHOOL POOL RENOVATION

Site Preparation, Grading, Excavation, Backfill & Subsurface Investigation, Section 02 20 00

- B. Patching:
1. Concrete: Replace existing concrete pavement, curbs, sidewalks, or driveways removed in connection with construction to neatly sawed edges cut to 1-1/2-inch minimum depth. If the saw cut is in pavement within 3 feet of the construction joint, cold joint, expansion joint, or edge, remove the concrete and replace it with the joint edge. The concrete sidewalk may be removed to replace a minimum of 30 inches square. If the saw cut is in the sidewalk or driveway within 30 inches of the construction joint, expansion joint, or edge, remove the concrete and replace it with the joint edge. If the saw cut is within 12 inches of the score mark, remove the concrete and replace the score mark (control or expansion joint).
 2. Bituminous: Remove bituminous pavement in connection with construction to clean straight lines by saw-cutting. Trenching resurfacing shall be one inch greater in thickness than the existing pavement.
- 3.08 Ground Water may be encountered within excavated areas (especially during winter months); if groundwater is encountered during construction, the pool should be over-excavated, and twelve inches of ¾" diameter crushed rock should be placed over the bottom of the excavated surface to provide a stable surface for workers and a sump pump installed within the crushed rock layer (low point) with a sediment filter.
- 3.09 The need to continue de-watering during construction to disperse groundwater should be recognized and implemented – especially as the pool vessel is repaired.
- 3.10 Guarantee:
- A. Any settling of backfill in trenches, which may occur during the one year after final inspection and acceptance of the project as a whole by the District, shall be repaired to District's satisfaction by the Contractor without expense to the District, including complete restoration of all damaged paving, walks, or other materials or installations of every kind.

END OF SECTION

DIVISION 2 - SITE WORK
SECTION 02 41 00: DEMOLITION
PART 1- GENERAL

1.01 Division 1 and the General Conditions and Supplementary General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

1. Demolition and removal of the existing structures indicated on the Drawings.
2. Demolition and removal of concrete as indicated on the Drawings.
3. Demolition and removal of existing pool plaster as indicated on the Drawings.
4. Remove underground utilities requiring movement.
5. Remove, dispose of, retain, and protect any pool equipment as indicated.

B. Site Visitation:

1. In preparing a proposal, visit the site, carefully examine the Drawings and Specifications, and determine that the work can be properly executed following the Contract Documents. No allowance will be made for any error through negligence in observing the site conditions.

PART 2- PRODUCTS: Not Used

PART 3- EXECUTION

3.01 Treatment of Existing Facilities:

- A. Protection: Use necessary procedures, caution, and covering to protect from damage to existing facilities, equipment, and accessories not noted to be replaced or restored. Maintain active utilities traversing the project site in operating conditions.
- B. Replacement: In the event of damage, immediately notify the District and make all repairs and replacements necessary to meet the District Representative's review without changing the contract schedule.

3.02 Removal of Debris:

- A. All items noted for demolition shall be immediately removed from the project site and hauled and dumped in compliance with all local codes and regulations, including payment of any associated fees.

3.03 Safety Barricades:

- A. Provide substantial barricades around and at all areas and openings as soon as such areas and openings are created. Barricades must be adequate to block access and warn the general public.

3.04 Clean-up:

- A. Upon completion of the work of this Section, immediately remove all broken concrete, debris, dirt, dust, and rubbish occasioned by this work.

END OF SECTION

DIVISION 3: CONCRETE

SECTION 03 10 00 – CONCRETE FORMWORK

PART 1- GENERAL

- 1.01 Division 1 and the General Conditions apply to all Work in this Section.
- A. Forming for cast-in-place concrete and pneumatically placed concrete (shotcrete) if indicated and subsequent removal of all such forms except when earthen forms are allowed as described in this Section.
- 1.02 Quality Assurance:
- A. All Work in this Section shall be performed by the licensed and experienced contractor/subcontractor.
- B. Qualifications of Workers: Provide at least one person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly familiar with the type of materials to be installed, the referenced standards, and the requirements of this Work, and who shall direct all Work performed under this Section.
- C. Standards:
1. In addition to complying with all applicable codes and regulations, comply with all pertinent recommendations in "Recommended Practice for Concrete Formwork," Publication ACI 347-21 of the American Concrete Institute.
2. Where provisions of applicable codes and standards conflict with the requirements of this Section, the more stringent provisions shall govern.
- 1.03 Submittals:
- A. Provide submittals per the requirements of Section 01 30 00.
1. Provide a Copy of the Contractor's C-53 License
2. Provide a qualified person's name and list of experience to perform the Work.
3. Provide a copy of ACI 347.14(2021) – to be returned to the Contractor for use while affecting the Work. (To be kept on-site during the job).
4. Catalog cut of form material & engineering calculations if formwork requires calculations.
- 1.04 Product Handling:
- A. Protection: Use all means necessary to protect concrete formwork materials before, during, and after installation and protect the installed Work of other trades.
- B. Replacement: In the event of damage, immediately make all repairs and replacements necessary to render an unblemished final product.

PART 2- PRODUCTS

- 2.01 Form Material:
- A. Form Lumber: All form lumber in contact with exposed concrete shall be new except as allowed for reuse of forms in Part 3 of this Section, and all form lumber shall be one of the following, a combination thereof, or an equal reviewed in advance by the District's Representative.
1. "Plyform," Class I or II, bearing the label of the Douglas Fir Plywood Association; "Inner-Seal" Form as manufactured by Louisiana-Pacific, or reviewed equal.
2. Douglas Fir-Larch, #2 grade, seasoned, surfaced four sides.
- B. Form Release Agent: Colorless, non-staining, free of oils; a chemically reactive agent that shall not impair bonding of finishes or other coatings intended for use.
- 2.02 Ties and Spreaders:
- A. Type: All form ties shall be a type that does not leave an open hole through the concrete and permits neat and solid patching at every hole (snap ties).
- B. Design: When forms are removed, all-metal reinforcement shall be not less than one (2) inches from the finished concrete surface.
- C. Wire Ties and Wood Spreaders should not be incorporated into Work or utilized.
- 2.03 Alternate Forming Systems:
- A. Alternate forming systems may be used subject to advanced submittal and review.
- 2.04 Other Materials:
- A. All other materials, not specifically described but required for proper completion of the Work of this

Section, shall be as selected by the Contractor subject to the advance review.

PART 3- EXECUTION

3.01 Surface Conditions:

A. Inspection:

1. Before all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. Verify that forms may be constructed per all applicable codes and regulations, the referenced standards, and the original design.

B. Discrepancies:

1. In the event of a discrepancy, immediately notify the District.
2. Do not proceed with installation in areas of the discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the District and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive his Work.

3.02 Construction of Forms:

A. General: Construct all required forms to be substantial, sufficiently tight to prevent leakage of mortar, and able to withstand excessive deflection when filled with wet concrete.

B. Layout:

1. Form all required cast-in-place concrete to the shapes, sizes, lines, and dimensions indicated on the Drawings.
2. Exercise particular care in the layout of forms to avoid the necessity for cutting concrete after placement.
3. Make proper provisions for all openings, offsets, recesses, anchorages, blocking, and other Work features as shown or required. Failure to set anchors and embeds correctly will cause rejection of formwork and/or concrete placement and necessitate removal and replacement and no additional cost to District.
4. Perform all forming required for Work of other trades and do all cutting and repairing forms required to permit such installation.
5. Carefully examine the Drawings and Specifications and consult with other trades as required relative to providing for openings, anchors, chases, and other items in the forms.

C. Embedded Items:

1. Set all required steel frames, angles, grilles, bolts, inserts, reinforcement, and other items requiring anchorage in the concrete before placing concrete.

D. Braces:

1. Properly brace and tie the forms together to maintain position and shape and ensure safety to personnel.
2. Construct all bracing, supporting members, and centering of ample size and strength to safely carry, without excessive deflection, all dead and live loads to which they may be subject.
3. Properly space the forms apart and securely tie them together, using metal spreader ties that give positive ties and accurate spreading.

E. Tolerances:

1. Construct all forms straight, true, plumb, and square within a tolerance horizontally of 1/200 and a tolerance vertically of 1/500.

F. Wetting:

1. Keep forms sufficiently wetted to prevent joints from opening up before concrete placement.

3.03 Plywood Forms:

A. Design:

1. Nail the plywood panels directly to the studs and apply them to minimize the number of joints.

- B. Joints:
 - 1. Make all panels tight butt joints with all edges true and square.
- 3.04 Footing Forms:
- A. Wood Forms:
 - 1. All footing forms shall be wood unless otherwise specifically reviewed in advance or as specified in paragraph 3.04(B).
 - B. Earth Forms:
 - 1. Sidewalls or footings may be of the earth provided the soil will stand without caving, and the sides of the bank are made with a neat cut to the minimum dimensions indicated.
 - 2. Make all provisions necessary to prevent cave-ins during concrete placement.
- 3.05 Reuse of Forms:
- A. General:
 - 1. Reuse of formwork material shall be subject to advance review.
 - B. Requirements:
 - 1. Except as specifically reviewed in advance, the reuse of forms shall not delay or change the concrete placement schedule from the schedule obtainable if all forms were new.
 - 2. Except as specifically reviewed in advance, the reuse of forms shall not impart less structural stability to the formwork nor a less acceptable appearance to finished concrete.
- 3.06 Removal of Forms:
- A. General:
 - 1. Generally, side forms of footings may be removed seven (7) days after concrete placement, but time may be extended if necessary.
 - 2. Forms for walls, columns, slabs, beams, and other formed concrete may be removed fourteen (14) days after concrete placement.
 - B. Removal:
 - 1. Use all means necessary to protect workers, passersby, the installed Work of other trades, and to protect the Work.
 - 2. Cut nails, tie wires or ties off flush, and leave all surfaces smooth and clean.
 - 3. Remove spreader ties on exposed concrete by removing or snapping off inside the wall surface and pointing up and rubbing the resulting pockets to match the surrounding areas.
 - 4. Flush all holes resulting from the use of spreader ties and sleeve nuts using water, and then solidly pack throughout the wall thickness with cement grout applied under pressure utilizing a grouting gun; grout shall be one part Portland Cement to 2-1/2 parts sand; apply grout immediately after removing forms.
- 3.07 Clean-Up:
- A. Upon completion of the Work of this Section, immediately remove all forming materials, debris, and rubbish occasioned by this Work.

END OF SECTION

DIVISION 3 - CONCRETE
SECTION 03 20 00
STEEL REINFORCEMENT
PART 1- GENERAL

- 1.01 Work Included:
- A. Division 1 and the General Conditions apply to all Work of this Section.
 - 1. Furnish and install all concrete rebar (reinforcement) required and/or indicated on the Drawings for all cast-in-place concrete as indicated in pools, decks, concrete slabs and decks, masonry, building walls, etc.
- 1.02 Quality Assurance:
- A. A licensed and experienced Contractor shall perform all Work of this Section.
 - B. Qualifications of Workers: Provide at least one person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed and the best methods for the installation and who shall direct Work performed under this Section.
 - C. Standards:
 - 1. In addition to complying with all local codes and regulations, comply with all pertinent recommendations in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures," Publication ACI 315R-21 of the American Concrete Institute.
 - 2. Where pertinent codes and standards provisions conflict with this Specification, the more stringent shall govern.
 - D. Fabrication and placement tolerances shall conform to paragraph 5.4 of ACI-301 and meet the following requirements:

| | |
|---------------------------|-----------------------|
| Sheared Length: | Plus 1", Minus 1" |
| Stirrups, Ties & Spirals: | Plus 1/2", Minus 1/2" |
| All Other Bends: | Plus 1", Minus 1" |
 - B. Provide tensile strength, elongation, and yield tests of four or five steel bars selected randomly by the District Representative. Forward test results to the District Representative.
 - Depth, D, in flexural members, walls, and columns where D is 24" or less: + 1/4".
 - Depth, D, in flexural members, walls, and columns where D is more than 24": + 1/2".
 - Longitudinal location of bends and ends of bars: + 2", except that specified concrete cover at ends of members shall not be reduced.
 - C. Reference Standards: Comply with the requirements of the following codes and standards, except as herein modified:
 - 1. American Concrete Institute, ACI-301 "Specifications for Structural Concrete for Buildings."
 - 2. American Concrete Institute, ACI 315 "Standard Practice Manual for Detailing Reinforced Concrete Structures."
 - 3. American Concrete Institute, ACI 318 "Building Code Requirements for Reinforced Concrete."
 - 4. American Welding Society, AWS D12.1 "Recommended Practices for Welding Reinforcing Steel, Metal Inserts, and Connections in Reinforced Concrete Construction."
 - 5. Concrete Reinforcing Steel Institute, "Manual of Standard Practice."
 - 6. Concrete Reinforcing Steel Institute, "Placing Reinforcing Bars."
 - D. Acceptable Manufacturers: The following manufacturers are approved for use subject to the detailed requirements of the Drawings and these Specifications:
 - 1. Reinforcement Accessories:
 - a. Superior Concrete Accessories
 - b. Kayton Sure-Grip and Shore Company
 - c. R.K.L. Building Specialties Company, Inc.
- 1.03 Submittals:
- A. Provide submittals following Section 01 30 00.
 - B. Samples and Certificates:

1. Provide all data and access required for testing.
 2. All materials shall bear mill tags with heat number identification. Copies of all Mill analyses and reports shall be submitted to District Representative.
 3. Material not labeled and identifiable when delivered and as a laboratory shall test stored on-site at no additional cost to the Owner, in which case random samples will be taken for one series of tests from each 2-1/2 tons or fraction thereof of each size and kind of reinforcement steel.
- C. Shop Drawings: Bar reinforcement shop drawings shall include:
1. Setting plans, wall elevations, bending diagrams, cutting lists, and other information to define and establish the location, spacing, size, length, bending, shape, splicing, keying at construction joints, and all other pertinent information as required completely and unambiguously. Wall reinforcing shall be detailed on wall elevations. Opposite hand reinforcing shall be detailed separately.
 2. Grades of reinforcing steel. Each shop drawing shall show assembling, placing, and supporting the reinforcement.
- D. Type, size, and location of all accessories required for properly assembling, placing, and supporting the reinforcement. (chairs & ties)
- E. All openings, depressions, construction and control joints, trenches, sleeves, inserts, and other project requirements affect reinforcing details and placing.
- 1.04 Product Handling:
- A. Protection:
1. Use all means necessary to protect concrete reinforcement before, during, and after installation and protect the installed Work of other trades.
 2. Store to prevent rusting and fouling with dirt, grease, and other bond-breaking coatings.
 3. Use all necessary precautions to maintain identification after bundles are broken.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.
- 1.05 Product Delivery, Storage, and Handling:
- A. Store on-premises neat and orderly in suitable racks and off the ground. When installed and positioned in Work, ensure the end product does not have rust.

PART 2- PRODUCTS

2.01 MATERIALS:

- A. Bars:
1. Bars for reinforcement shall conform to "Specifications for Deformed Billet-Steel Bars for Concrete Reinforcement," ASTM A-615, Grade 60 for #5's & larger, grade 40 for #3's & smaller.
 2. Weld-able rebar for drag ties at C.M.U. – with carbon content per A.W.S. D1.4 and C.E. less than .35% according to A.W.S. Table 5.2 D1.4. Note; the higher the strength and the carbon equivalent of the steel, the more susceptible it is to cold cracking. Steel must comply with ASTM A706 /A706M required where welding is anticipated – such steel will be stamped with a "W" in the deformations indicating its weld-ability.
- B. Tie Wire:
1. Tie wire for reinforcement shall conform to "Specifications for Cold-drawn Steel Wire for Concrete Reinforcement," ASTM A-82 galvanized or stainless steel 16-gauge tie wire.
- C. Accessories: Shall be as manufactured by Superior Concrete Accessories, Inc.
1. Accessories shall include all spacers, chairs, ties, slab bolsters, clips, chair bars, dobies, and other devices for properly assembling, placing, spacing, supporting, and fastening the reinforcement. (Do not use C.M.U. block pieces or rocks.) The rebar must be securely held before the pour and may not be moved or lifted into place afterward.
- D. Individual and continuous slab bolsters and chairs shall be of a type to suit the various conditions

- encountered and must be capable of supporting a 300-pound concentrated load without measurable permanent deformation of the reinforcement or supports of indentation of the supporting surface.
- E. Accessories in contact with surfaces exposed to view in the finished Work shall conform to CRSI bar support specifications, Class C or Class E.
 - F. Reinforcement for slabs on grade shall be supported by steel supports designed for the purpose, or pre-cast concrete bricks, both of a type approved by the District Representative. Wood blocks, stones, brick chips, etc., will not be permitted.
- 2.02 Detailing of Reinforcing Steel:
- A. Reinforcing bars shall follow detailed standard practice requirements for detailing reinforced concrete structures (SCI 315).
 - B. Avoid splicing reinforcement at points of maximum stress.
- 2.03 Fabrication
- A. Reinforcement shall be accurately formed to dimensions on the approved shop drawings, details, and schedules.
 - B. Reinforcement shall be bent cold and not heated for any purpose except as specifically approved by the District Representative.
 - C. Bars shall not be formed in a manner detrimental to the bars. Bars with kinks or bends not shown on the drawings and bars reduced in Section will be rejected.
- 2.04 Other Materials:
- A. All other materials, not specifically described but required for proper completion of the Work of this Section, shall be new, first quality of their respective kinds, and subject to the advance review.

PART 3- EXECUTION

- 3.01 Surface Conditions:
- A. Inspection:
 - 1. Before all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
 - 2. Verify that reinforcement, when placed, will permit the placement of concrete per the design indicated and required.
 - B. Discrepancies:
 - 1. In a discrepancy, immediately notify the District Representative.
 - 2. Do not install in areas of a discrepancy until all such discrepancies have been fully resolved.
 - 3. Failure to give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive Work.
- 3.02 Bending:
- A. General:
 - 1. Fabricate all reinforcement in strict accordance with the Drawings.
 - 2. Do not use bars with kinks or bends not shown on the Drawings.
 - 3. Do not bend or straighten steel in a manner that will injure the material.
 - B. Design:
 - 1. Bend all bars cold.
 - 2. Make bends for stirrups and ties around a pin having a diameter of not less than two (2) times the minimum thickness of the bar.
 - 3. Make bends for other bars, including hooks, around a pin having a diameter of not less than six (6) times the minimum thickness of the bar.
- 3.03 Placing:
- A. General:
 - 1. Before starting concrete placement, accurately place all concrete reinforcement, positively securing and supporting by concrete blocks, dobies, metal chairs or spacers, or by metal

TOKAY HIGH SCHOOL POOL RENOVATION
Steel Reinforcement, Section – 03 20 00

- hangers. Rebar pieces driven into the substrate are not acceptable.
2. Reinforcing shall be accurately placed and rigidly secured in position according to the recommended practice requirements for placing reinforcing bars (CRSI 59) and recommended practice for placing bar supports (CRSI 63) and with further requirements specified herein and on the drawings.
 3. Bend all tie wire back beyond the general plane of reinforcing.
 4. Bending, tack welding, cutting, or substituting of reinforcement in the field, other than shown on the contract drawings, in any manner is prohibited unless the District Representative or his designate gives specific approval for each case.
 5. When the concrete is placed, all reinforcement shall be free from excessive rust, scale, or other coatings that might destroy or reduce the bond.
 6. Avoid exposure of reinforcement to the weather for a considerable time before placing concrete. This is unavoidable; paint reinforcement with a heavy coat of cement grout. The Contractor shall protect exposed concrete and any other materials against staining from exposed reinforcement.
 7. Before concrete is cast, check all reinforcement after placing it to ensure that reinforcement conforms to contract drawings and approved shop detail drawings and specification requirements. Such checking shall be done only by qualified, experienced personnel. In addition, the District Representative's representative shall be notified at least four working days (excluding weekends and holidays) before concrete placement and allowed to inspect the completed reinforcement and formwork before concrete placement.
 8. Reinforcement shall be spliced as shown on the drawings or specifically reviewed by the District Representative.
- B. Clearance:
1. Preserve clear space between bars of not less than 1-1/2 times the nominal diameter of the round bars if shotcrete is utilized.
 2. In no case does the clear space be less than 1-1/2 inches nor less than 1-1/3 times the maximum size of the aggregate.
 3. Provide the following minimum concrete covering of reinforcement:
 - a) Concrete deposited against earth: 3 inches.
 - b) Concrete below-grade deposited against forms: 2 inches.
 - c) Concrete elsewhere: As indicated on Drawings or otherwise as indicated on drawings or by District Representative.
- C. Splicing:
1. Horizontal Bars:
 - a) Place bars in horizontal members with a minimum lap at splices sufficient to develop the strength of the bars.
 - b) Bars may be wired together at laps except at points of support of the member, at which points preserve clear space described above unless non-contact splicing is required for shotcrete.
 - c) Whenever possible, stagger the splices of adjacent bars.
 - d) Splice 48 bar diameters minimum. Unless otherwise noted. (See 3.03 B for shotcrete)
 3. Other Splices:
 - a) Make only those other splices indicated on the Drawings or as specifically reviewed.
- D. Dowels:
1. Place all required stainless steel (smooth billet) dowels and securely anchor them into position before placing concrete.
- E. Obstructions:
1. If conduits, piping, inserts, sleeves, and other items interfere with placing reinforcement as

TOKAY HIGH SCHOOL POOL RENOVATION

Steel Reinforcement, Section – 03 20 00

indicated on the Drawings or otherwise required, immediately consult with the District Representative, and obtain a direction before placing concrete.

- F. Use non-contact splices if shotcrete is to be utilized.
- 3.04 Cleaning Reinforcement:
- A. Steel Reinforcement:
 - 1. When concrete is placed, it shall be free from rust scale, loose mill scale, oil, paint, and all other coatings that will destroy or reduce the bond between steel and concrete.
- 3.05 Clean-Up:
- A. Upon completion of the Work of this Section, immediately remove all concrete reinforcement materials, debris, and rubbish occasioned by this Work, especially rebar pieces and tie wires not specifically noted to be incorporated into the Work.

END OF SECTION

DIVISION 3 - CONCRETE

SECTION 03 30 00

SWIMMING POOL CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 WORK INCLUDED:

- A. Provide labor, materials, and equipment as required to install cast-in-place concrete as indicated on the Drawings and herein specified for concrete decking around the pool and adjacent buildings.

1.02 QUALITY ASSURANCE:

- A. All Work of this Section shall be performed by and under the direction of the swimming pool contractor/subcontractor. Pool Contractor to be licensed by the State to accomplish swimming pool construction (C-53) shall be utilized for the pool decking.
- B. References:
 - 1. Provide a list of five projects of similar scope accomplished by the Contractor for review before Bidding. (Prequalification of the Contractor, C-53 & B.
 - 2. Qualifications of Workers:
 - a. The contractor/subcontractor for this portion of the Work shall have been successfully engaged in the business swimming pool cast-in-place concrete for at least five (5) years immediately before the commencement of this Work and shall demonstrate to the Architect a record of satisfactory artistry.
 - b. For actual construction operations, use only thoroughly trained and experienced workers who are completely familiar with the specified materials and methods.
 - c. Provide at least one person who shall be present during the execution of this portion of the Work and who shall be thoroughly familiar with the materials and methods specified who shall direct all Work performed under this Section. Submit the resume of the designee.

1.03 SUBMITTALS AND SUBSTITUTIONS:

- A. Provide submittals of concrete mix designs, admixtures, & catalog cuts per Section 01 30 00 - Shop Drawings requirements.

1.04 PRODUCT HANDLING:

- A. Delivery: Deliver materials to the Project Site as Ready-Mix products or any additives in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials (other than Ready-Mix) undercover to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the cast-in-place concrete before, during, and after installation and protect the installed Work and materials of all other trades.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary. Failure to make deck embeds in the correct locations and levels, bond metal components and reinforcement, and achieve the proper finish and/or cure will cause rejection and necessitate removal and replacement with the specified product.

PART 2- PRODUCTS

2.01 CONCRETE:

- A. All concrete, unless otherwise specifically reviewed and specifically permitted, concrete shall be transit-mixed following ASTM C94.
- B. The control of concrete production shall be under the supervision of a recognized testing agency, approved by the Architect following Section 01 40 00 Quality Control of the Specifications.
- C. Quality: All concrete shall have the following minimum compressive strengths at twenty-eight (28) days and shall be proportioned within the following limits:
 - 1. Pool walls & floors, surge tank, pump pit, slabs on grade, and backwash tank:
 - a. $f'c = 4,500$ psi. minimum compressive strength.
 - b. 3/4-inch maximum size aggregate.
 - c. 6.00 minimum sacks of cement per cubic yard. *
 - d. 4-inch maximum slump.
 - e. For estimate only: to be determined by mix designer. (Fly Ash is not an acceptable substitute for Portland Cement) but is required to be part of mix design.) - The amount of pozzolan to be

used shall not be less than the amount determined by the service record to improve sulfate resistance when used in concrete containing Type V cement. Alternatively, the amount of the specific source of the pozzolan or slag to be used shall be at least the amount tested following ASTM C1012.

- f. W/CM - a water-cement ratio of .45 or less
2. Cement: All cement shall be Portland cement conforming to ASTM C-150, type V, and shall be one manufacturer's product.
3. Aggregates:
 - a. Shall conform to "Standard Specifications for Concrete Aggregates," ASTM C33, except as modified herein.
 - b. Coarse Aggregate: Clean sound-washed gravel or crushed rock. Crushing may constitute less than 30% of the coarse aggregate volume. No more than 5% flat, thin, elongated, or laminated material or more than 1% deleterious material shall be present—3/4 aggregate graded from 1/4 to 3/4-inch, fineness modulus 6.90 to 7.40.
 - c. Fine Aggregate: Washed natural sand of hard, strong particles shall contain no more than 1% deleterious material, with fineness modulus 2.65 to 3.05.
4. Water: Clean, fresh, and free from acid, alkali, organic matter, or other impurities detrimental to the concrete (potable).
5. Admixtures:
 - a. Admixtures shall be used only upon review by the Architect as part of mix design and submittal.
 - b. air-entraining admixture: Conform to ASTM C260.
 - c. water-reducing admixture: Conform to ASTM C494.
 - d. **Xypex C-500 - 3 percent of the weight of the Portland Cement typical on all deck work.**
6. Concrete Mix Design shall conform to ACI 318, and according to the geotechnical report, an exposure class of S3 is required because of the water-soluble sulfates in the soil. Water Soluble Sulfates (SO₄) in the soil are greater than 2.0 and/or in water greater than 10,000

2.02 FORMING MATERIALS:

- A. See section 03 10 10 Forming

2.03 CURING:

- A. Protect freshly deposited concrete from premature drying and maintain it without drying at a relatively constant temperature for the time necessary for the hydration of the cement and proper hardening of the concrete.
- B. Curing shall immediately follow the finishing operation. Keep concrete continuously moist for at least seven days using one of the following materials or methods.
 1. Ponding or continuous sprinkling.
 2. Absorptive mat of fabric (burlap) continuously wet.
 3. Sand or other covering kept continuously wet.
 4. Prevent the concrete's rapid drying (hydration) at the end of the curing period.
 5. During the curing period, protect the concrete from damaging mechanical disturbances, particularly load stresses, heavy shock, and excessive vibration. Protect all finished concrete surfaces from damage caused by construction equipment, materials, or methods.
 6. No liquid curing compounds are to be used unless prior review and approval are received as shop drawing submittal see Section **01 30 00**

2.04 PROTECTION:

- A. protect all finished surfaces from stains, sealant tracking, or abrasions. Protect surfaces or edges by leaving forms in place or providing temporary covers. Protect all concrete from rain, flowing water, or mechanical injury (vibration).
- B. Protect floor slabs from dropping plaster, paint, dirt, chemicals, and marring by covering them with a polyethylene plastic sheet, well-lapped and sealed (after curing is complete). Maintain covering in good condition until the danger of potential damage is passed.
- C. Do not set scaffolding up over new decking without submitting a plan to protect concrete from the scaffold and work above.

2.05 EXPANSION JOINTS: (USE ½" THICKNESS BY DEPTH OF CONCRETE PLACED).

- A. Use self-expanding cork expansion joint as manufactured by Burke. Prefomed from selected cork particles and bonded together with an insoluble resin. Joint material to be resistant to acids and alkalies, flexible, waterproof, and light in color. When released, it will not extrude when compressed to 50% of its original thickness and recover to approximately 95%. Use the same material (cork) in doweled expansion joints.
- B. Use rubber dam as detailed by Burke or Swell Seal.
- C. Use Thiokol-based Polysulfide sealant – sanding not permitted; see Section 07 90 00

PART 3- EXECUTION

3.01 SURFACE CONDITIONS:

- A. Inspection:
 - 1. Before all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
 - 2. Verify that all items to be embedded in concrete are in place and that concrete may be placed to the lines and elevations shown on the Drawings, with all required clearance from reinforcement. Pulling reinforcement into position after pouring is not allowed.
 - 3. Verify that all engineered fill is in place and compacted to the proper density.
 - 4. Dewater as may be required. Verify the adequacy of the substrate with the soil engineer.
 - 5. Discrepancies:
 - a. In the event of a discrepancy, immediately notify the Architect.
 - b. Only install Work in areas of the discrepancy once all such discrepancies have been fully resolved.
 - c. failure to notify the Architect in writing of discrepancies shall constitute acceptance of existing conditions as fit and proper to receive the Work.

3.02 CONVEYING AND PLACING CONCRETE:

- A. Before placing concrete, mixing and conveying equipment shall be well cleaned, and the forms and space occupied by concrete shall be thoroughly cleaned and wetted. Groundwater shall be removed until the completion of the Work as a part of the Work if required.
- B. No concrete shall be placed in any unit of Work until all formwork has been completely constructed, all reinforcement has been secured in place, all items to be built into concrete are in place, and form ties at construction joints tightened.
- C. Concrete shall be conveyed from the mixer to the place of final deposit in such a way as to prevent the separation or loss of ingredients. It shall be placed as nearly as practicable in its' final position to avoid re-handling or flowing. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor will it be dropped more than six (6) feet. Use tremies, spouts, and dump boxes in deep sections. Vibrators are not acceptable for facilitating concrete transport.
- D. Concrete shall be tamped and spaded to ensure proper compaction into all parts of forms and around reinforcement. A mechanical vibrator shall be used to compact the concrete thoroughly. Vibration must be by direct action in the concrete and not against forms or reinforcement.

3.03 CONSTRUCTION JOINTS:

- A. Construction joints are to be provided at locations and in the manner shown on the Drawings. The Contractor shall notify the District before pouring concrete if, in his opinion, joints, as located, will not allow concrete to be free from cracking and leaking (less porous).

3.04 FINISHES:

- A. Pool floor and walls: Heavy broom finish.
- B. Concrete Pool Decks: Medium broom finish.
- C. Building slabs and floors, Steel trowel smooth finished.

3.05 PROTECTION AND CURING:

- A. Concrete shall be protected from harmful action of the elements and defacement of any nature during construction.
- B. All forms must be kept wet to prevent drying out of the concrete – premature hydration of concrete.

- C. All concrete surfaces, including footings, must be kept wet for at least seven (7) days after the concrete is placed. (Pool floor & walls and building floors).
- D. Apply the appropriate curing procedure to decks, as specified in this Section, being the curing process immediately after placement.

3.06 FORM REMOVAL:

- A. Take care in removing forms so that surfaces are not marred or gouged, and corners are true, sharp, and unbroken. – See Section 03 10 00 Formwork

3.07 DEFECTIVE WORK:

- A. Cut out, remove and replace, or repair concrete not meeting minimum strength requirements, not formed as indicated, not true, plumb or level, not to required elevations, containing cracks detrimental to performance or appearance, and containing shavings and debris, or with honeycombs or voids.
- B. Promptly perform Work required to repair, patch, replace, render properly cleaned surfaces, or otherwise make good any defective concrete, at the Contractor's expense, including all-expense of additional inspections, tests, or supervision made necessary due to defective concrete.

3.08 CLEAN-UP:

- A. Upon completion of cast-in-place concrete, remove all debris, materials, and equipment occasioned by this Work.

END OF SECTION

DIVISION 3: CONCRETE
SECTION 03 60 00 – EPOXY ANCHORS
PART 1- GENERAL

- 1.01 Division 1 and the General Conditions apply to all Section Work.
- 1.02 SUMMARY
- A. Related Documents:
 - 1. Drawings and general conditions apply to this Section.
 - 2. Review these documents for coordination with additional requirements and information for Work under this Section.
 - B. Section Includes: Epoxy Ties and Anchors in Concrete and (solid grouted & reinforced) CMU
- 1.03 REFERENCES
- A. General:
 - 1. The following documents form part of the Specifications. Where differences exist between codes and standards, the one affording the greatest protection shall apply. Unless otherwise noted, the referenced standard is the current one at the time of commencement of the Work.
 - 2. Refer to Division 1 for the list of applicable regulatory requirements.
 - B. ASTM
 - 1. ASTM C881 Epoxy-Resin-Base Bonding Systems for Concrete
 - 2. ASTM E329 Inspection and Testing Agencies
- 1.04 SUBMITTALS
- A. Submit under provisions of Section 01 30 00
 - B. Submit Manufacturers' data for bonding compounds and epoxy grout.
 - C. Test reports, accompanied by the manufacturers' statement that the tested material is of a similar type, quality, and manufacture as that proposed for use on this project, shall be submitted for:
 - 1. Bonding compounds.
 - 2. Epoxy resin.
 - D. The manufacturer's testing laboratory shall provide evidence of the most recent inspection of its facilities by the Cement and Concrete Reference Laboratory of the National Bureau of Standards and evidence of correction of deficiencies noted in the inspection report before materials specified in this Section are delivered to the job site.
- 1.05 QUALITY ASSURANCE
- A. Conformance with the specified requirements will be demonstrated by testing performed by an independent testing laboratory, and results will be reported immediately to the District Representative.

PART 2 - PRODUCTS

- 2.01 MATERIALS
- A. Epoxy Grout for Crack Repair and Dowel Anchorage:
 - 1. Except for applications involving pressure grouting or crack injection, epoxy shall be a high modulus, moisture insensitive, two-component, 100 percent solids, thermosetting modified polyamide epoxy compound. The material shall conform to ASTM C881 Type I, Grade 3, such as Sika Corporation Sikadur Hi-Mod series, Adhesive Technology Corporation Solid bond 200, or equal, which is capable of not sagging in horizontal or overhead anchoring applications.
 - 2. Epoxy for applications involving pressure grouting or crack injection shall be a high modulus, moisture insensitive, two-component, injection grade, 100 percent solids blend of epoxy resin compounds. The material shall conform to ASTM C881 Type I, Grade 1, such as Sika Corporation Sikadur 52, Adhesive Technology Corporation SLV 300 series, or equal, which can achieve complete penetration of hairline and larger cracks.
 - B. Polymer Concrete for Resurfacing and Patching:

1. Polymer concrete shall consist of a liquid binder and dry aggregate mixed to make a flowable mortar. The liquid binder shall be chemical and oil resistant, stress relieved, low modulus, moisture insensitive, two-component epoxy resin compound. The binder material shall conform to ASTM C881 Type 3, Grade 1, such as Sika Corporation Sikadur Lo-Mod series, Adhesive Technology Corporation 400 series, or equal with a consistency similar to lightweight oil for proper mixing with the aggregate. The aggregate shall be oven-dry, kept in sealed packages until the time of mixing, and be of size and consistency compatible with recommendations of the Manufacturer of the liquid binder for the intended application.
- C. Adhesive Resin for Dowel Anchorage:
 1. ICC-approved, structural epoxy, prepackaged in cartridges for manually or pneumatically operated caulk gun and automatically mixed at the nozzle. Subject to compliance with the current ICC evaluation report provides one of the following: **HIT HY-270 for grout filled and reinforced concrete masonry walls (ICC ESR-2322), and Hilti HIT-RE 500 V3 in concrete applications. (ICC ESR-3814).**

PART 3 - EXECUTION

3.1 GENERAL

- A. Bonding compounds for use with grout are specified in Section **03 30 00** Cast-in-Place Concrete.
- B. Primer, if required for polymer concrete, will be provided and installed per the Manufacturer's recommendations.

3.2 EPOXY GROUT

- A. Epoxy grout is used for repairing cracks by pressure grouting or gravity, repairing structural concrete. It may be used for setting dowels or bolts in holes—Prime Concrete per the grout manufacturer's recommendations.
- B. The use of epoxy grout must comply with the following restrictions:
 1. It is limited to areas where exposure, on an intermittent or continuous basis, to acid, chlorine gas, or machine or diesel oils is extremely unlikely.
 2. They are limited to applications where exposure to fire or concrete temperatures above the product heat deflection temperature or 120 deg F (40 deg C - whichever is less) is extremely unlikely. Overhead applications are not allowed.
 3. Holes for the anchors shall be drilled (not cored), blown clean with compressed air, and free of dust or standing water.
 4. The anchor type, size, and embedment depth shall be as shown on the drawings, and the anchor installed per the Manufacturer's recommendations.
 5. The anchor must not be loaded until after the full curing period.

3.3 FIELD QUALITY CONTROL

- A. The Testing Laboratory will:
 1. Special inspection of the installation of anchors following applicable ICC Evaluation Report, where special inspection is required on Contract Documents or ICC anchor capacities that require Special Inspection.
 2. Develop and utilize an effective method of field marking anchor and dowel test locations and results.
 3. Tension Pullout Tests are required on at least 25 percent of reinforcing steel dowels installed with adhesive resin anchors daily. Test to 80% of the specified yield strength of the dowel or 150% of the ICC-rated static capacity, whichever is the lesser with a special inspection. Dowels noted on the drawings that "No test required" does not require tension testing.

TOKAY HIGH SCHOOL POOL RENOVATION

Epoxy Anchors, Section 03 60 00

4. If the failure rate of dowels exceeds 10 percent, testing will be increased to 100 percent of that day's installation of similar anchors or dowels. Testing will be reduced to 25 percent of that day's installation when the failure rate is reduced to 10 percent or less. Failed dowels will be replaced at no additional cost to the District. The contractor will reimburse the cost of additional testing. The testing agency will produce daily reports of all testing activities: copies of daily reports will be submitted promptly.

END OF SECTION

DIVISION 4 - MASONRY

SECTION 04 10 00: MORTAR AND GROUT

PART 1- GENERAL

1.01 Division 1 and the General Conditions apply to all work of this section.

1.02 Description:

- A. Work Included: All labor, materials, equipment, and services necessary to provide all mortar and grout as indicated or specified.

1.03 Substitutions: Following Section 01 30 00.

1.04 Testing:

- A. Mortar and grout shall be tested in the field as specified below.
- B. Laboratory shall make, cure and break test specimens. Specimens for grout shall be made as outlined by CBC 2022. Handle Specimens for following mortar procedures outlined in CBC 2022.
- C. Number of tests will be determined based on the total time for construction of masonry with no less than two tests per week and no less than two tests for each "lift" of masonry construction.
- D. Testing according to Section 01 40 00.

1.05 Quality Assurance:

- A. All mortar shall conform to ASTM C-270, Type S.
- B. All grout shall produce a minimum compressive strength of 3750 PSI at 28 days.

1.06 Submittals:

- A. according to Section 01 30 00, submit mortar and grout mix designs furnished by the supplier or an independent testing laboratory. Mortar mix design shall designate material quantities as applicable for field mixing.

1.07 Product Delivery, Storage, and Handling:

- A. Store mortar and grout materials off the ground, undercover, and in a dry location.

1.08 Job Conditions:

A. Cold Weather Requirements:

- 1. When the air temperature is below 40 degrees F., provide adequate equipment for heating the mortar and grout materials. Temperatures of the materials, including water, shall not exceed 140 degrees F. when placed in the mixer. Mortar and grout shall have a temperature between 50- and 90 degrees F. while used.

B. Hot Weather Requirements:

- 1. Wet mortarboard before loading and cover mortar to prevent drying when not used.
- 2. Use all mortar and grout within 1-1/2 hours of initial mixing, and use no mortar or grout after it has begun to set or become harsh or non-plastic.

PART 2 - PRODUCTS

2.01 Materials:

- A. Cement for mortar and grout shall be type II, low alkali Portland cement conforming to ASTM C-150, standard gray. All cement shall be from one manufacturer.
- B. Aggregate for grout shall conform to ASTM D-448, coarse aggregate, size #8.
- C. Aggregate for mortar shall conform to ASTM C-144.
- D. Sand for grout shall conform to ASTM C-404, fine aggregate, #1.
- E. Hydrated lime shall conform to ASTM C-207, Type S.
- F. All mortar on the project shall contain admixture following the manufacturer's printed instructions and reviewed by Architect.
- G. Admixture for grout shall be Sika Grout Aid as manufactured by Sika. All grout used for reinforced masonry shall contain admixture according to the manufacturer's printed instructions.
- H. Water shall be potable.
- I. Mortar coloring material shall consist of lime-proof inorganic compounds in the proportions recommended by the manufacturer, but in no case exceeding 15% of the weight of the cement.
- J. Ready mix mortar is allowed per ASTM 1142.

- 2.02 Proportions:
- A. Mortar shall be freshly prepared and uniformly mixed in a ratio of one part Portland cement, 1/2 part lime, and 3 - 4 parts sand, and shall conform to ASTM C-270, type S. Mortar shall attain a minimum compressive strength of **2,400 psi at 28 days**.
 - B. Grout shall be sufficiently fluid to ensure complete filling of all sections of masonry requiring grout but not so thin as to allow aggregate segregation. For walls whose nominal thickness is less than 8", the grout mix shall be in the ratio of one part Portland Cement and three parts sand. For walls whose nominal thickness is 8" or more, where the least clear dimension of the spaces to be filled is at least 4" a mix of one part Portland cement, 2-1/2 parts sand and 1-1/2 parts aggregate shall be used.
- 2.03 Mortar Mixing:
- A. Add sand, cement, and mix, then add lime; mix mortar after all ingredients are added to the mixer for at least 5 minutes or until a thoroughly uniform mix is obtained, whichever period is longer. Adjust the consistency of mortar to the satisfaction of the mason, adding as much water as is compatible with convenience in using the mortar if the mortar begins to stiffen from evaporation or absorption of a part of the mixing water, re-temper mortar by adding water within the basin formed by mortar, and re-mixing.

PART 3 – EXECUTION

- A. See Sections **04 22 00** - concrete unit masonry.

END OF SECTION

DIVISION 4 - MASONRY

SECTION 04 22 00: CONCRETE UNIT MASONRY

PART 1 - GENERAL

- 1.01 Division 1 and the General Conditions and Supplementary General Conditions apply to all work of this Section.
- A. Work Included:
1. All labor, materials, equipment, and services necessary to complete all concrete unit masonry work as indicated or specified.
- 1.02 Substitutions:
- A. Following Section 01 30 00.
- 1.03 Submittals:
- A. Submit a sample of a representative masonry unit for review following Section 01 30 00. The sample represents the anticipated color variation and texture in the masonry units.
- 1.04 Product Delivery, Storage, and Handling:
- A. Transport and handle all masonry units in such a manner as to prevent chipping and breakage. Locate storage piles, stacks, or bins to avoid or protect materials from heavy and unnecessary traffic.
- 1.05 Protection:
- A. Furnish temporary protection for all exposed masonry corners subject to injury.
- B. Protect masonry against too rapid drying by hosing down thoroughly twice daily for 5 days, including Saturday and Sunday, following the laying of units.
- 1.06 Cold Weather Requirements:
- A. Fully protect all masonry units against freezing by a weather-tight covering, preventing ice accumulation—warm units to at least 50 degrees F. before laying. When removing frost or excessive moisture, heat units to a temperature not over 150 degrees F.
- B. Do not lay masonry when the temperature of the surrounding atmosphere is below 40 degrees F. or is likely to fall below 40 degrees F. in the 24 hours after laying unless adequate protection is provided. Use no frozen materials or materials containing ice.
- C. Protect all finished work against freezing for not less than 48 hours utilizing enclosures, heating, or other protective methods required.
- D. Carefully cover tops of walls left incomplete after the day's work with tarpaulins or approved roofers felt securely held in place.
- 1.07 Job Conditions:
- A. Provide all openings in masonry walls where required or indicated. Build-in all items specified elsewhere in these specifications or required for a complete job, including reinforcing steel, bolts, anchors, nailing blocks, door and window frames, pipes, conduits, and vents.
- B. Provide temporary bracing for all masonry walls and leave it until the masonry is cured and the roof diaphragm is secured.

PART 2 - PRODUCTS

- 2.01 Materials:
- A. Concrete Masonry Units:
1. Concrete masonry units shall be manufactured to meet ASTM C-90, type 1, medium weight, RCP natural 8 x 8 x 16, requirements for hollow load-bearing concrete masonry units, using light-weight aggregate conforming to ASTM C-331. Unit moisture content shall not exceed 30% of total absorption. Units shall be machine-made precast concrete units manufactured by a member of NCMA. Units shall have a maximum linear shrinkage not to exceed .065 of 1 percent from a saturated to oven-dry condition. Units to have a value of F'm equals 2000 PSI. The units are 8 x 8 x 16 & 8 x 8 x 8, i.e., bullnose, fill units, pilaster, bond beams, etc.
 2. Medium-weight units are to have standard aggregate.
 3. All masonry units shall be at least 30 days old before delivery to the job site.
 4. Control joint filler shall be factory extruded solid section of rubber conforming to ASTM D-2000, 2AA-805, with a durometer hardness of approximately 80 when tested in conformance with ASTM D-2240. The shear section is to be 5/8" in thickness.

- B. Pre-molded control joint filler for 8" and wider walls shall be one of the following:
 - 1. Quali-seal rubber control joint, Hohman and Barnard.
 - 2. Wide flange rapid control joint, Dur-O-Wal.
 - 3. Blok-tite control joint, AA Wire Products Company.
 - 4. Dovetail anchors shall be flat sheet galvanized steel not lighter than 16 gauge by 7/8" wide, turned up 1/4" at the end. Zinc coating shall conform to ASTM A-153, class B-1, B-2, or B-3.
 - 5. Steel lintels shall be sized as scheduled. Weld reinforcing bars to lintel. Stitch weld angles back-to-back. Bearing as noted on plans, or 24" at each end minimum.
 - 6. Compressible filler shall be closed-cell neoprene conforming to ASTM D-1056, 1" thick.

PART 3 - EXECUTION

3.01 Workmanship:

- A. Do not lay chipped, cracked, or otherwise defective units in a wall exposed to view. Remove and replace any chipped, cracked, broken, or otherwise defective units before or after setting.
- B. Provide proper masonry units for all windows, doors, bond beams, lintels, pilasters, caps, etc., with minimum unit cutting. Where masonry unit cutting is necessary, all cuts shall be neat and regular. Do all necessary cutting with a power-driven carborundum or diamond disc blade saw.
- C. Masonry units shall be clean and dirt-free when laid on the wall. Do not wet masonry units before laying.
- D. Lay all masonry units in uniform, true courses, level, and plumb. Fully mortar heads and beds. Butter vertical head joints well for a thickness equal to the face shell of the unit and shove these joints tight so that the mortar bonds well to both units. Solidly fill joints from the face of the unit to the depth of the face shell.
- E. Lay masonry units in the wall to the desired height with joints of uniform thickness. Level, plumb, and straight before the mortar stiffens. The bond shall be plumb throughout.
- F. Lay masonry units so that cracks are not formed when the unit is placed in the wall.
- G. Adjust masonry units to their final position in the wall while the mortar is still soft and plastic enough to ensure a good bond. If the unit's position is shifted after the mortar has stiffened, the bond is broken, or cracks are formed, relay the unit to the new mortar.
- H. Provide three courses of solid masonry or grouted hollow masonry units below all-steel bearing plates or beams bearing on masonry walls or as otherwise required to carry loads onto masonry walls.
- I. Provide solid grout or mortar between webs of masonry face shells for the full length of all steel lintels—lay face units, soaps, romans, etc., with full head and bed joints.
- J. Solid grout all-metal door frames in masonry walls as every 2 feet of masonry is laid.
- K. Where masonry encloses conduit or piping, bring it to the proper level indicated and as directed. Cover no pipe, conduit chases, or enclosures until advised that work has been inspected and tested.
- L. Anchor masonry units facing against or abutting concrete members to the concrete by using dovetailed galvanized flat bar anchors inserted in slots built into the concrete. Space anchors not more than 16" vertically. Maintain a space not less than 1/2" in width between the masonry wall and concrete members, keeping space free of mortar or other rigid materials to permit differential movement.
- M. Provide compressible filler at the top and ends of masonry walls as detailed.

3.02 Bonding:

- A. Bond pattern is indicated where no bond pattern is indicated, lay-up wall in a straight uniform course with regular running bond.
- B. Intersecting block-bearing walls shall not be tied together in a masonry bond except at corners. One wall shall terminate at the face of the other wall with control at that point. Tie these walls together with a metal tie bar 1/4" x 1'-1/4" x 28" long with a 2" right angle bend at each end of the bar and spaced vertically 24" on center. The bends at the ends of the bars to be embedded in cores filled with mortar or concrete. At exposed locations rake out these joints 3/4" deep after the mortar has become quite stiff. The sealant for these joints is specified elsewhere in Section 07 90 00 Sealants.
- C. Tie intersecting block non-bearing walls with strips of metal lath of 1/4" mesh galvanized hardware cloth placed across the joint between the two walls—place in alternate horizontal block courses. Rake

- out and prepare for caulking as specified above.
- 3.03 Joints:
- A. Mortar joints shall be straight, clean, and uniform in thickness.
 - B. Where masonry units receive waterproofing, anti-graffiti coat, plaster, epoxy paint, wallboard, or other covering, strike joints flush. At exposed exterior joints are to be 1/4" raked and tooled as indicated.
 - C. Unless otherwise specified or detailed, horizontal, and vertical mortar joints shall be a nominal 3/8" thick and course vertically to 4" or 8", horizontally to 16".
- 3.04 Reinforcing:
- A. Place horizontal reinforcing in first and second bed joints above and below the opening and every 16" vertically throughout the structure. Continuously reinforce the first bed joint immediately above and below the openings. The second bed joint shall extend 2 feet beyond each side of the opening—lap reinforcement a minimum of 6" at splices and cut and bend at corners.
 - B. Place vertical reinforcing and bond beam as indicated. Lap splices in reinforcing of not less than 48 bar diameters for #7 and larger bars.
 - C. For expansion & epoxy anchor into CMU, see structural drawing.
- 3.05 Grouting:
- A. Reinforcing steel is to be in place and inspected before grouting starts. Vertical cells to be filled shall have vertical alignment to maintain a continuous cell area. Fill cells solidly with grout in lifts not to exceed 4 feet and stop pours 1-1/2" below the top of a course to form a key at pour points. Mechanical re-consolidation of grout in vertical spaces immediately after pouring and again about 5 minutes later. Grout beams over openings and bond beams in a continuous operation—solid grout in place, all bolts, anchors, etc.
- 3.06 Control Joints:
- A. Provide control joints at all vertical masonry walls where such walls exceed 40 feet in length. The long walls provide joints at approximately 30 feet in the center or as indicated. Do not locate less than 24" from a bearing plate or a jamb of an opening wider than 48". Control joints shall be the continuous full height of walls. At bond, the beams control joint shall separate both block and grout. However, steel reinforcing shall be continuous.
 - B. Hold Control joint fill materials back from the finished surface.
- 3.07 Pointing and Cleaning:
- A. Point and fill holes and cracks in exposed mortar joints. Cut out defective mortar joints and refill solidly with mortar and tools as specified. Pre-Hydrate mortar for pointing by mixing the dry ingredients with only sufficient water to produce a damp mass of such consistency that it will retain its form when pressed into a ball with the hands but will not flow under the trowel. Allow the mortar to stand for not less than one hour nor more than two hours, after which remix with the addition of more than two hours, after which remix with sufficient water to produce satisfactory workability.
 - B. Pointing mortars shall be identical to adjacent mortar in similar joints, and finish results shall match and be indistinguishable from the original mortar used.
 - C. After sandblasting, redo A. above. Upon completing the masonry work, clean all exposed masonry in an approved manner acceptable to the District's Representative.

END OF SECTION

DIVISION 5 - METALS

SECTION 05 52 00: GUARDRAILS, HANDRAILS & RUNGS

PART 1 - GENERAL

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

- A. Work Included: All labor, materials, equipment, and services necessary to fabricate, furnish and erect all pultruded fiberglass guardrails, handrails, and anchors, brackets, etc., as indicated or specified. Prefabricated Copolymer Polypropylene Plastic-coated steel ladder rungs. Prefabricated pultruded fiberglass curb angles.
- B. Substitutions: Per Section 01 30 00.
- C. Submittals: Submit complete shop details and erection diagrams per Section 01 30 00. Such shop details and erection diagrams shall give all pertinent information on the construction methods proposed, together with all required dimensions for the proper fitting for the connection with other work and materials.

PART 2 - PRODUCTS

2.01 Materials:

- A. Ladder Rungs, MA Industries, Inc., # PS1-PF, copolymer Polypropylene Plastic cover of ½" dia., grade 60 steel reinforcement.
- B. Guardrail/Handrail – Saffron Manufacturing Inc. Bradenton, FL
 - 1. RAILS: a 1.9-inch vinyl pipe with a nominal wall thickness of .120 inches, reinforced with 1.66-inch diameter aluminum pipe type 6061 allowed with a nominal wall thickness of .140 inch.
 - 2. POSTS: a 1.9-inch vinyl pipe with a nominal wall thickness of .050 inches, reinforced with 1.80-inch diameter aluminum pipe type 6061 allowed with a nominal wall thickness of .210 inches.
 - 3. Post Mounting: Side Mounted brackets provided by manufacturer.
- C. Materials: Thermoplastic Components: High Impact, weather resistant rigid polymer formulated with specific stabilizers and modifiers for strength, durability and ultraviolet light protection, with inhibitors for expansion and contraction.
 - 1. Flame Spread, Class A 1 when test in conformance with ASTM E 84.
 - 2. Specific Gravity: 1.44 per ASTM D792
 - 3. Compressive Strength: 8,100 psi per ASTM D695
 - 4. Flexural Strength: 11,100 psi per ASTM D790
 - 5. Tensile Strength: 6,000 psi per ASTM D638
 - 6. Flexural Modulus: 406,000 psi per ASTM D790
 - 7. Tensile Modulus: 355,000 psi per ASTM D638
 - 8. IZOD Impact – Notched: 17 pound-force per inch per ASTM D256
 - 9. Heat Deflection: 264 psi per ASTM D648
- D. Pipe and Tube Reinforcement:
 - 1. Extruded Aluminum: Type 6061 T-6 Aluminum alloy.
- E. Fasteners:
 - 1. Type 304 Stainless Steel.
- F. Finish & Color
 - 1. Yellow or select from Manufacturer's standard colors.
- G. Structural steel shapes and plates shall conform to ASTM A-36.
- H. Steel plates to be bent or cold-formed shall conform to ASTM A-283, grade C.
- I. Steel bars and bar-size shapes shall conform to ASTM A-306, grade 65, or ASTM A-36.
- J. Steel tubing shall conform to ASTM A-501.
- K. Gray iron castings shall conform to ASTM A-48, class 30.
- L. Malleable iron castings shall conform to ASTM A-47, grade as selected.

- M. Steel pipe shall conform to ASTM A-53, type as selected, grade A, standard weight (schedule 40).
- 2.02 Fabrication:
 - A. Fabricate railings to comply with requirements indicated for design, dimensions, member sizes, spacing, details, finish, and anchorage, but at least that required to support structural loads.
 - B. Fabricate connections to exclude water and provide weep holes where water may accumulate.
 - C. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
 - D. Connections: connect members with the manufacturer's fittings using a structural adhesive if this is the manufacturer's standard method.
 - E. Use prefabricated end fittings on exposed ends.
 - F. Provide wall returns at the ends of wall-mounted handrails. Close the ends of returns and make the end ¼" or less from the wall.
 - G. Brackets, Flanges, Fittings & Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work. Coordinate anchor devices with adjacent structures.
- 2.03 Paint:
 - A. Coat the handrail system with industrial-grade polyurethane paint. OSHA safety yellow. If not already yellow PVC.
- 2.04 Curb Angles:
 - A. Strongwell Extren curb angle to accommodate grates.

PART 3 - EXECUTION

- 3.01 Workmanship:
 - A. Fabricate all pultruded fiberglass work and erect all work using only skilled workers. Make all connections between members, unless otherwise indicated, by using stainless steel bolts when necessary.
 - B. Make all connections between members, unless otherwise indicated, by using welds or bolts. Conceal connections in finished work where possible. Exposed screw fastenings, where required, shall be Phillips oval head screws to match the material in which they are used. Accurately member or miter exposed joints with hairline joints. Grind all welds in finished surfaces smoothly. Welding shall be done by the shielded arc method. No identifying marks shall remain exposed.
 - C. Install Ladder Rungs per the Manufacturer's instructions – no epoxy required.
 - D. Install Safrail product per manufacturer's instructions.
- 3.02 Railings:
 - A. Furnish and install all railings at the locations indicated. Include all plates, angles, brackets, sleeves, etc., required.
 - B. Railings shall be smooth, with all projections and corners ground smooth.
 - C. Install all posts and vertical members plumb within 1/8" of vertical. Install longitudinal members parallel with each other and with floor surfaces or slope of stairs to within 1/8" per 4 running feet.
- 3.03 Steel Railings:
 - A. Furnish and install all steel railing at the locations indicated. Include all plates, angles, brackets, sleeves, etc., required.
 - B. Railings shall be smooth, with all projections and corners ground smooth. Welds shall be flush type, neatly and substantially done, with fillets dressed to a uniform radius, all excess metal removed, and welds ground smooth. Return all rail ends to walls.
 - C. Install all posts and vertical members plumb within 1/8" of vertical. Install longitudinal members parallel with each other and with floor surfaces or slope of stairs to within 1/8" per 10 running feet. The Center lines of all members within each run shall lie in the same vertical plane.
- 3.04 Grinding of welds:
 - A. Do not grind welds without protecting the pool from iron filings. Ensure filings are captured and disposed of before they can enter the pool.

END OF SECTION

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 07 90 00: JOINT SEALERS

PART 1 - GENERAL

- 1.01 Division 1 and the General Conditions apply to all work of this Section.
- 1.02 Description:
- A. Work Included:
 - 1. Preparing sealant substrate surfaces.
 - 2. Sealant and backing.
- 1.03 References:
- A. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
 - B. ASTM C804 - Use of Solvent-Release Type Sealants.
 - C. ASTM 962 - Guide for the use of Elastomeric Joint Sealants.
 - D. FS TT-S-001657 - Sealing Compound, Single Component, Butyl Rubber Based, Solvent Release Type.
- 1.04 Submittals:
- A. Submit product data under provisions of Section 01 30 00.
 - B. Submit product data indicating sealant chemical characteristics, performance criteria, limitations, and color availability.
- 1.05 Quality Assurance:
- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with a minimum of five years documented experience.
 - B. Applicator: Company specializing in applying the work of this Section with a minimum of three years documented experience, approved by sealant manufacturer.
 - C. Conform to Sealant and Waterproofer Institute requirements for materials and installation.
- 1.06 Environmental Requirements:
- A. Do not install solvent curing sealants in enclosed building spaces.
 - B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 - PRODUCTS

- 2.01 Manufacturers:
- A. Manufacturers and products are listed for each sealant type.
 - B. Substitutions: Under the provision of Section 01 30 00.
- 2.02 Sealant:
- A. Acrylic Sealant: One-part non-sag solvent-release-curing, acrylic polymer sealant complying with ASTM C920 for Type S; Grade NS; except for selected test properties revised as follows: Heat aged hardness; 40-50. Weight loss, 15 percent; maximum cycle movement capability, plus or minus 12-1/2 percent.
 - 1. Protective Treatments Inc., "PT1 738".
 - 2. Protective Treatments Inc., "PT1 767".
 - 3. Tremco Inc., "Mono."
 - B. Butyl Sealant: One-part, non-sag solvent-release-curing sealant complying with FS TT-S-001657 for Type 1 and formulated with a minimum of 75% solids.
 - 1. Bostik Construction Products Div., "Chem-Calk 300."
 - 2. Pecora Corporation "BC-158".
 - 3. Tremco Inc., "Tremco Butyl Sealant".
 - C. Acid-Curing Silicone Sealant: One part acid-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25.
 - 1. Dow Corning Corp. "Dow Corning 999A".
 - 2. General Electric Co., "Construction 1200".
 - 3. Tremco, Inc., "Proglaze."
 - 4. Thone-Poulene, Inc., "Rhodorsil 90".

- D. One-Part Mildew-Resistant Silicone Sealant: Complying with ASTM G920, Type S, Grade NS, Class 25.
 - 1. Dow Corning Corp., "Dow Corning 786".
 - 2. General Electric Co., "Sanitary 1700".
 - 3. Rhone Poulenc Inc., "Rhodorsil 6 B White".
 - 4. Tremco, Inc., "Proglaze White".
- E. One-Part Non-sag Urethane Sealant: Complying with ASTM C920, Type S, Grade NS, Class 25.
 - 1. Bostik Construction Products Div., "Chem-Calk 900".
 - 2. Pecora Corp., "Dynatrol I".
 - 3. Memeco International, Inc., "Vulkem 116".
 - 4. Tremco, Inc., "Dymonic".
- F. One-Part Pourable Urethane Sealant: Complying with ASTM C920, Type S, Grade P, Class 25.
 - 1. Bostik Construction Products Div., "Chem-Calk 950".
 - 2. Memeco International, Inc., "Bulkem 45".
 - 3. Pecora Corp., "NR-201 Urexpam".
- G. Polysulfide Based Sealant Thiokol based: (Pool Decks & Pool Expansion Joints) Compound shall be two-part, chemically curing type, supplied in ready-to-use form. Compounds shall be non-toxic and non-staining. Colors shall match adjacent surfaces (Grey or white). Use self-leveling pour grade where possible in flatwork joints and as shown on drawings. Use gun grade on vertical and undersides of concrete cast-in-place components – typ.
 Sealant shall conform to ASTM C-920, Type M, Grades NS, Class 25. (IT-S-00227E or IT-S-00230C, Type I-pourable, II gun-grade, Class A).
 Note: Sealant used in flatwork paving with heavy pedestrian traffic shall be of a type to cure to a durometer hardness of 50 to 60 or better. Submit a sample before installation. (IT-S-227E, Class B).
 Primer: use Sealtight P/G Primer or equal.

2.03 Accessories:

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit the application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: ASTM D1056; round, closed-cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure-sensitive tape recommended by sealant manufacturer to suit the application.

PART 3 - EXECUTION

3.01 Examination:

- A. Verify that joint openings are ready to receive work and field measurements are shown on Drawings and recommended by the manufacturer.
- B. Beginning of installation means installer accepts existing substrate.

3.02 Preparation:

- A. Clean and prime joints following manufacturer's instructions. Prime if recommended by the manufacturer.
- B. Remove loose materials and foreign matter, which might impair the adhesion of the sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Perform preparation following ASTM C804 for solvent release sealant and C962 for elastomeric sealants.
- E. Protect elements surrounding the work of this Section from damage or disfiguration.

3.03 Installation:

- A. Install sealant following manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when

sealant cannot be applied within these temperature ranges.

- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
 - G. Tool joints concave, unless otherwise detailed.
- 3.04 Cleaning and Repairing:
- A. Clean work under provisions of Section 01 70 00.
 - B. Clean adjacent soiled surfaces.
 - C. Repair or replace defaced or disfigured finishes caused by work of this Section.

- 3.05 Protection of Finished Work:
- A. Protect sealant until cured.

3.06 Schedule:

| | Location | Type | Color |
|----|--|----------------------------|--|
| A. | Exterior and interior joints in horizontal surfaces of concrete; between metal and concrete masonry and mortar. | One-part Pourable Urethane | As selected from mfr's standard range of colors. |
| B. | Exterior door, entrance and window frames. Exterior and interior vertical concrete and masonry joints. Metal flashing. | One-part Urethane | As selected from mfr's standard range of colors. |
| C. | Joints within glass and glazing. | Acid Curing Silicone | As selected from mfr's range of colors. |
| D. | Interior joints in ceramic tile and at plumbing fixtures | Mildew-Resistant Silicone | As selected from mfr's range of colors. |
| E. | Under thresholds | Butyl | Black |
| F. | All interior joints not otherwise scheduled | Acrylic solvent cure | To match adjacent surfaces. |

END OF SECTION

DIVISION 8 - DOORS AND WINDOWS

SECTION 08 11 00: HOLLOW METALWORK

PART 1 - GENERAL

- 1.01 Division 1 and the General Conditions apply to all the work of this Section.
- 1.02 Description:
 - A. Work Included: All labor, materials, and equipment needed to install hollow metal doors and frames per plans as indicated or specified.
- 1.03 Submittals:
 - A. Comply with pertinent provision of Section 01 30 00.
 - B. Product Data: Submit manufacturer's specifications for fabrication and installation, including data substantiating that products comply with requirements.
 - C. Shop Drawings: Submit for fabrication and installation of steel doors and frames. Include details of each frame type, elevations or door design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.
 - 1. Provide a schedule of doors and frames using the same reference numbers for details and openings as on the contract drawings.
- 1.04 Quality Assurance:
 - A. Provide doors and frames complying with Steel Door Institute's "Recommended Specifications: Standard Steel Doors and Frames" (ANSI/SDI-100-2022) and as herein specified.
- 1.05 Delivery, Storage, and Handling:
 - A. Deliver hollow metalwork in cartons or crates to protect during transit and job storage. Provide additional sealed plastic wrapping for factory-finished doors.
 - B. Inspect hollow metal work upon delivery for damage. Minor damages may be repaired provided finish items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.
 - C. Store doors and frames at the building site undercover and on wood blocks. Store in a manner that will prevent rust or damage.

PART 2 - PRODUCTS

- 2.01 Manufacturer:
 - A. Provide standard steel doors and frames by a single firm specializing in producing this type of work.
 - 1. Provide steel doors and frames by one of the following:
 - a. Curries an Essex Industry
 - b. Stiles
 - c. Republic Builders Products Corporation
 - d. Steel Craft Manufacturing Company
- 2.02 Materials:
 - A. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A525, G60 zinc coating, mill phosphatized.
 - B. Inserts, Bolts, and Fasteners: Provide manufacturer's standard units.
 - C. Supports and Anchors: Fabricate not less than 18-gauge sheet steel.
 - D. Shop Applied Paint:
 - 1. Primer: rust-inhibiting enamel or paint, either air-drying or baking, suitable as a base for specified finish paints.
- 2.03 Fabrication, General:
 - A. Fabricate hollow metal units to be rigid, neat in appearance, and free from defects, accurately formed to the required sizes and profiles—wherever practicable, fit and assembly units in the manufacturer's plant.
 - B. identify work that cannot be permanently factory assembled before shipment to assure proper assembly at the project site.

- C. Fabricate all doors, panels, louvers, and frames from galvanized sheet steel. Close top and bottom edges of exterior doors as an integral part of door construction or by addition of minimum 16-gage inverted steel channels.
 - D. Dress all welded joints on exposed surfaces flush and smooth to be invisible when prime painted. The use of metallic filler to conceal manufacturing defects is not acceptable.
- 2.04 Finish Hardware Preparation:
- A. Prepare hollow metal units at the manufacturer's plant to receive mortised and concealed finish hardware, including cutouts, reinforcing, drilling, and tapping.
 - B. Comply with applicable requirements of ANSI A115 "Specifications for Door and Frame Preparation."
 - C. Prepare for other mortised and concealed finish hardware to the manufacturer's templates for each finish hardware item required.
 - D. Reinforce all doors for closures, whether closers are indicated.
 - E. Reinforce hollow metal units at the manufacturer's plant to receive surface-applied hardware. Drill and tap for surface-applied finish hardware at the project site during installation.
- 2.05 Shop Painting:
- A. Clean, treat, and paint all surfaces of hollow metal units, whether concealed or exposed in the finished work.
 - B. Remove mill scale, rust, oil, grease, dirt, and other foreign materials before applying the shop coat of paint.
 - C. Apply a shop coat of baked-on prime paint of even consistency to provide a uniform finished surface ready to receive field-applied paint.
- 2.06 Steel Doors: (fiberglass insulated typical with flush top and end panels)
- A. Provide galvanized steel doors of the configuration or style indicated on the drawings or schedules and specify and comply with ANSI/SDI-100-2022 for minimum materials and construction requirements.
 - 1. Provide Grade III, extra heavy-duty, Model 2, 16 gauge.
 - B. Full Louvered Doors: 16 gauge, with 6" stiles, 6" top rail, and 10" bottom rail.
 - 1. Provide Grade III, extra heavy-duty, Model 2, 16 gauge.
- 2.07 Door Louvers:
- A. Security Door Louvers: Units of sizes indicated and as follows:
 - 1. Blade: 18-gauge steel inverted split - Y, spaced 1" on center.
 - 2. Frame: 18-gauge steel, with mitered and welded corners.
 - 3. Face Plate: 12-gauge steel plate with 13/16" square perforations with countersunk mounting holes. Provide both sides of the door.
 - 4. Mounting Bolts: Thru-Bolts with one-way vandal-proof heads.
 - 5. Insect Screen: 18 - 14 aluminum or fiberglass. Exterior doors only.
 - 6. Finish: Hot-dipped galvanized.
 - 7. Manufacturer: Anemostat PLSL security louver or approved equal. To be placed on all louvered door exteriors.
- 2.08 Steel Frames:
- A. Provide 16-gauge frames for doors, transoms, sidelights, borrowed lights, and other openings, as shown on the drawings. Conceal all fastenings unless otherwise shown. Countersink exposed screws using Phillips flat-head screws.
 - 1. Fabricate frames with mitered and welded corners.
 - B. Rubber Door Silencers: Drill stops to receive three silencers on strike jambs of single-swing frames and four silencers on heads of double-swing frames. Install plastic plugs to keep holes clear during construction.
 - C. Plaster Guards: Provide 26-gauge steel plaster guards or mortar boxes welded to the frame at the back of all finish hardware cutouts where mortar or other materials might obstruct hardware operation.
 - D. Anchors: Equip frames with one welded-in floor anchor in each jamb. Furnish three (3) steel snap-in jamb anchors for field insertion at a maximum of 24" o.c. Anchors shall be of the proper type for the construction involved (i.e., wood frame, masonry, concrete, or steel stud).

- E. All exterior frames will be grouted solid.

PART 3 - EXECUTION

- 3.01 Inspection:
 - A. Inspect substrate and conditions under which steel doors and frames are installed. Correct conditions detrimental to proper and timely completion of work. Only proceed with work once unsatisfactory conditions have been corrected.
- 3.02 Installation:
 - A. General: Install standard steel doors, frames, and accessories following final shop drawings and manufacturer's data, as specified herein.
 - B. Placing Frames:
 - 1. Comply with the provision of SDI-105 "Recommended Erection Instructions For Steel Frames," unless otherwise indicated.
 - 2. Except for frames located at in-place concrete or masonry and drywall installations, place frames before enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. Remove temporary braces and spreaders, leaving surfaces smooth and undamaged after wall construction is completed.
 - 3. In masonry construction, locate 3 wall anchors per jamb at hinge and strike levels. Building-in of anchors and grouting of frames is specified in Division 4.
 - 4. Set frames and secure to adjacent construction with machine screws and masonry anchorage devices at in-place concrete or masonry construction.
 - 5. Grout all hollow metal frames with Portland cement grout with conventional aggregate. Lightweight aggregate is not acceptable.
 - C. Door Installation:
 - 1. Fit hollow metal doors accurately in frames within clearances specified in SDI-100.
 - 2. Place fire-rated doors with clearances as specified in NFPA Standard No. 80.
- 3.03 Adjust and Clean:
 - A. Prime Coat Touch-Up: Immediately after erection, sand smooth any rusted or damaged areas of the prime coat and apply a touch-up of compatible air-drying primer.
 - B. Final Adjustment: Check and readjust operating finish hardware items, leaving steel doors and frames undamaged, complete, and in proper operating condition.
 - C. Be sure the door's side, top, and bottom are painted.

END OF SECTION

DIVISION 8 - DOORS AND WINDOWS
SECTION 08 71 00: FINISH HARDWARE
PART 1 - GENERAL

- 1.01 Division 1 and the General Conditions apply to all Work of this Section.
- 1.02 Description:
- A. Work Included:
1. Furnish all finish hardware required to complete the Work as indicated on the Drawings and as herein specified.
 2. Furnish all trim, attachments, and fastenings specified or required for proper and complete installation.
 3. Include all hardware under this Section of the Specifications not specified in other Sections, whether or not such hardware is scheduled herein.
 4. Thresholds, perimeter seals, gaskets, and door bottoms.
 5. Gate Hardware
 6. Overhead Coiling Door hardware.
- 1.02 General Requirements:
- A. Where the finished shape or size of members taking hardware is to prevent or make inappropriate use of the exact types specified, suitable types shall be furnished with the same operation and quality as the type specified.
- B. Proper kind and type: The hardware shall be proper for its required use and fit its intended location perfectly. Should any hardware, as specified, fail to meet the intended requirements, or require any modifications to suit the intended location, this matter, or any other necessary advance information, shall be brought to the attention of the District Representative for correction or advice in ample time to avoid delay in the manufacture and delivery of the hardware.
- C. To ensure proper placement and fit. All hardware connected to metal doors or frames shall be made to a template. Templates or physical hardware items shall be furnished to manufacturers' specifications and supplied sufficiently in advance to avoid work delays.
- D. Warranty: All hardware except door closers shall be **warranted for two years** from the date of Substantial Completion. **Closers shall be warranted for ten years**. Defects in materials and workmanship occurring during the warranty period shall be corrected to the complete satisfaction of the District.
- 1.03 Submittals:
- A. Submit the following Section **01 30 00**.
- B. Hardware list:
1. Within 30 days after the contract award, prepare and submit a hardware list to the District Representative for review.
 2. The list shall identify each hardware item by Manufacturer, Manufacturer's catalog number, and exact location in the Work, including door index – see **Sheet A8-2 for Door Schedule**.
 3. Hardware list shall be in a suitable vertical format to facilitate review by the District Representative.
 4. Review of the hardware schedule does not relieve the hardware supplier from the responsibility of furnishing the job completely.
 5. The hardware supplier shall furnish the District with a copy of purchase orders showing the date of placing the hardware order.
- C. Samples:
1. Submit, when requested by the District, physical samples of every item of hardware proposed in the Work.
 2. Samples will be returned at the request of and at the Contractor's expense.
- D. Catalog Cuts:
1. Submit catalog cuts of every item furnished for this project.
 2. Show all finishes, sizes, catalog numbers, and pictures.
- E. Templates:

1. Furnish the following items to the various subcontractors responsible for installing, or preparation for, installation of, hardware furnished under this section.
 - a. Printed templates.
 - b. Actual hardware.
- 1.04 Regulatory Requirements:
- A. Comply with the following:
 1. California Building Code (CBC) 2022 Edition.
 2. National Fire Protection Association (NFPA) Life Safety Code 101 and Fire Doors and Windows Code 80, 2007 Edition.
 3. Applicable State, and local codes, laws, regulations, and handicapped requirements.
- 1.05 Standards:
- A. Comply with the following as applicable:
 1. Underwriters' Laboratories, Inc. (U.L.) Standards.
 2. American National Standards Institute (ANSI).
- 1.06 Minimum requirements for hardware:
- A. Door Hardware
 1. All hardware for accessible doors shall meet the requirements of **CBC Section 11B**.
 2. Hand-activated door opening hardware, handles, pulls, latches, locks, and other operating devices on accessible doors shall operate with one hand. They shall not require tight grasping, pinching, or twisting the wrist. The force required to activate controls shall not exceed 5 pounds (22.2N). **CBC Section 11B.404**. Hardware shall be centered between 30 and 44 inches above the floor per **CBC Section 11B.308**. Latching and locking doors that are hand-activated and in a path of travel shall be operable by lever-type hardware, panic bars, push/pull activating bars, U-shaped handles, or other hardware designed to provide passage. Locked exit doors shall operate as above in the egress direction.
 3. Opening Door Force: Maximum operating force required to push or pull open a door shall not exceed: 5 LBF (22.2N) for exterior doors and 5 LBF (22.2N) for interior doors. Required fire doors shall have the minimum opening force allowable by the DSA authority, not to exceed 15 LBF (67N). Push or pull force for a hinged door shall be measured perpendicular to the door face at the door opening hardware or 30 inches from the hinges side, whichever is farther from the hinge. **CBC Sections 11B table 404.2.4.1**
 4. Door closers, when provided, shall have a sweep period adjusted so that from an open position of 7- degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door. **CBC 11B.404.2.8.1**
 5. Thresholds shall comply with **CBC Sections 11B.303** – The floor or landing shall not be more than ½" lower than the threshold of the doorway. Change in level between ¼ inch and ½" inch shall be beveled with a slope of no greater than one unit vertical in 2 units horizontal (50 percent slope). Change in level greater than ½ inch shall be accomplished utilizing a ramp. **See Section 11B.303.2 & .3**
 6. Floor stops shall not be in the path of travel and 4 inches maximum from walls. DSA Policy 99-08
 7. Hardware (including panic hardware) shall not be provided with the "night Latch" (N.L.) function for any accessible doors or gates unless the following conditions are met per DSA Interpretation 10-08 DSA/AC (External), revised 4/28/09. Such conditions must be demonstrated and indicated in the specifications:
 - a. Such hardware has a "dogging" feature
 - b. It is dogged during the time the facility is open
 - c. Such "dogging" operation is performed only by employees as their job function (non-public use).
 8. Panic hardware shall comply with **CBC Section 11B**
 9. Panic hardware shall be so mounted (centered between 36 inches and 44 inches above the finished floor as recommended) that the clear width of the exit way is at least 32 inches

measured between the face of the door and the opposite stop. CBC Section 11B-26A, 11B-26B, AND 11B-26C.

10. The unlatching force of panic hardware shall not exceed 15 pounds (67 N), applied in the direction of travel. CBC Section 11B
 11. Maneuvering clearances at doors. Minimum maneuvering clearance at doors shall be shown in Figures 11B-26A, 11B-26B, and 11B-26C. The floor or ground area within the required clearances shall be level and clear. The level area shall have a length opposite the direction of the door swing of 48 inches as measured at right angles to the door's plans in its closed position. The width of the level area on the side to which the door swings shall extend 24 inches past the strike edge of the door for exterior doors and 18 inches past the strike edge of the door for interior doors. With 24 inches being preferred.
 12. Smooth Surface. The bottom 10 inches of all doors except automatic and sliding doors shall have a smooth, uninterrupted surface to open the door by a wheelchair footrest without creating a trap or hazardous condition. Where narrow frame doors are used, a 10-inch high smooth panel shall be installed on the push side of the door, allowing the door to be opened by a wheelchair footrest without creating a trap or hazardous condition. See Figure 11B-29 of CBC2022 ed.
- B. Gate Hardware:
1. Gates in the path of travel must comply with door requirements. CBC Section 11B.404
 2. Hand-activated gate opening hardware, handles, pulls, latches, locks, and other operating devices on accessible gates shall be operable with one hand and shall not require tight grasping, pinching, or twisting the wrist. The force required to activate controls shall be no greater than 5 pounds (22.2N). CBC 11B.309. Hardware shall be centered between 34 inches and 48 inches above the floor per CBC Section 11B.308
 3. The lever-actuated latches or locks shall be curved with a return to within ½ inch of the (face of) gate to prevent catching on the clothing or persons. California Referenced Standards Code. T-24 Part 12, Section 12-10-202, Item (F). & CBC Section 11B.404
 4. The bottom 10 inches of an accessible gate shall have a smooth, uninterrupted surface on each side. The bottom of the gate shall be within 3 inches of the finished surface of the path of travel. The maximum gate operation effort shall not exceed 5 LBF (22.2 N). CBC 11B, 404.2.8 & 2.9 & 404.2.10

PART 2 - PRODUCTS

- 2.01 Finish of Hardware:
 - A. The finish of the hardware scheduled is BHMA 629, bright stainless steel. Substitution of BHMA 625, bright chrome, is not acceptable, except where otherwise specified.
 - B. Special care shall be taken to coordinate the finish of the various manufacturers to ensure an acceptable uniform finish.
 - C. The finish of all hardware shall match the finish of the locksets unless otherwise specified.
- 2.02 Lock Uniformity:
 - A. Except where otherwise specified, all locksets, latch sets, and parts shall be by one Manufacturer.
- 2.03 Lock Strikes:
 - A. All lock strikes shall be boxed and have a lip of sufficient length to protect the trim and jamb.
- 2.04 Keying and Master Keying:
 - A. All padlocks and cylinders shall be master keyed and grand master keyed as directed by the District.
 1. The keying system shall be coordinated with the District before placing the lock order.
 - B. Individual room keys shall not be stamped with a plain identification number. All keys shall be stamped "DO NOT DUPLICATE."
 - C. All grandmaster, master keys, change keys, and permanent cores shall be delivered to the District via FedEx from the Manufacturer.
 - D. Furnish and install 6-pin standard core cylinders with all necessary cylinder collars and cams.
- 2.05 Door Hardware:

- A. Hand of lock shall be as indicated on the Drawings. If the door hand is changed during construction, the Contractor shall make necessary changes in hardware at no additional expense to the District.
- 2.06 Hinges:
- A. Unless otherwise specified, provide steel, button tip, full mortise template type butts with non-rising loose pins. Provide 1-1/2 pairs butts for doors between 4'0" and 7'5" in height. Provide two pairs minimum for doors 7'6" high and over. Bearing hinges shall be furnished with stainless steel hinge pins, concealed bearings, and bushings.
1. Exterior door hinges: Provide out-swinging door hinges in Bright stainless steel with Non-Removable Pin (NRP).
 2. Interior door hinges: Bright Stainless steel, polished to match specified.
- B. Where required to clear trim or permit doors to swing 180 degrees, furnish hinges of the sufficient throw.
- 2.07 Locks:
- A. Except where otherwise specified, all locks, latches, and parts shall be by one Manufacturer. Locksets to be Schlage series L9000 of 06L design unless otherwise directed by District.
- B. All locks shall be of such construction that the door may be opened from within using a lever and without a key or special knowledge.
- C. All locks shall have box strikes and lips long enough to protect the trim. All have a 3/4" throw, 3-piece anti-friction latch bolt, except a 1-piece latch bolt at a monitor and electric strikes.
- D. All levers to be furnished with fusible links at labeled openings.
- 2.08 Door Closers, Limiters & Hold opens
- A. All door closers attached to mineral core doors shall be installed following manufacturers' testing procedures.
- B. Provide drop brackets, mortise shoes, and long arms as required.
- C. All door closers shall be fully adjustable for spring setting, with latch, sweep speeds, and backcheck positioning valves.
- D. Spring power shall be adjustable from 2 through 6 on exterior doors and 1 through 4-1/2 on interior doors to meet the requirements of ADA.
- E. Comply with CBC 11B, 404.2.8 & 2.9: closers shall be adjusted so that from a 90-degree open position, it requires a minimum of 5 seconds to close to the 12-degree position. The force to push or pull shall be 5 lbs maximum.
- 2.09 Kick Plates:
- A. Unless indicated otherwise, kick plates shall be 16-gauge bronze or 18-gauge stainless steel, 10" x 2" less than the door width. All shall be furnished with beveled four edges (B4E.)
- 2.10 Door Stops and Holders:
- A. Place door stops in such a position that they permit maximum door swing but do not pose an obstruction hazard.
- B. Furnish stops of proper height to engage doors or levers.
- 2.11 Weather seal:
- A. Solid neoprene to meet Mil. Spec, R6855, Class II, Grade 40.
 - B. Sponge neoprene to meet Mil. Spec. R6130, Type II, Grade C.
- 2.12 Silencers:
- A. Provide Quality or BBW silencers for openings where the door or frame is steel and seals do not occur.
1. Pairs of doors: 2 No. 1337.
 2. Single doors: 3 No. 1337.
- 2.13 Fastenings:
- A. Furnish finish hardware with necessary screws, bolts, and fasteners of suitable size and type to anchor the hardware in position. Do not use through bolts on rated doors.
- B. Furnish fastenings where necessary with expansion shields, toggle bolts, hex bolts, and other approved anchors according to the material to which hardware is to be applied and the hardware manufacturer's recommendations.
- C. Furnish sex bolts and nuts where required on fire-rated openings.

- D. Furnish fastenings which harmonize with hardware as to material and finish.
- 2.14 Label Requirements:
- A. Fire Door Hardware: Furnish items bearing Underwriter's Laboratories, Inc. label compatible for use with fire doors as indicated on Drawings. Refer to para. 1.05 for regulatory requirements.
1. Install closing (self-closing) device on every fire door bearing Underwriters' Laboratories, Inc. label.
 2. Install self-latching hardware on every fire door bearing U.L. label.
- 2.15 Acceptable Manufacturers:
- A. Provide finish hardware as follows: Substitutions with a written review before bidding only.
- | Hardware Item | Specified
Manufacturers | Other Approved
Manufacturers |
|-------------------------------|----------------------------|---------------------------------|
| Hinges | STA Stanley | Hager, McKinney |
| Locks | SCH Schlage | Best |
| Closers | NOR Norton | As Specified |
| Push, Pull and Kick Plates | QUA Quality | BBW, Trimco |
| Entry Pulls | TRM Trimco | BBW, Quality |
| Automatic Flush bolts | TRM Trimco | |
| Thresholds and Seals | PEM Pemko | Reese |
| Security Grille | ANE Anemostat | |
- B. Contractor shall inspect and direct the method of application and adjustment of all finished hardware required to be installed under Work of other Sections. Work of this Section shall include technical assistance provided upon request.
- C. Location of Hardware shall be as follows unless otherwise indicated to comply with ADA.
1. Door levers centered 38" above the floor.
 2. Door pulls centered 42" above the floor.
 3. Push plates, centered 45" above the floor.
 4. Cylinder deadlocks centered 52" above the floor.
 5. Crossbar of the panic bolt, centered 39 13/16" above the floor, verify with manufacturer template.
 6. Top butts, top edge 5" below the frame's head.
 7. Bottom butts, lower edge 10" above the floor.
 8. Intermediate butts, equally distant between the top and bottom hinge or equally spaced where there is more than one intermediate hinge.

PART 3 - EXECUTION

- 3.01 Inspection:
- A. The hardware supplier shall make such inspections as he deems necessary, or upon request from the District Representative, to assure himself that all items are correctly installed and in proper operating condition.
 - B. After the job, he shall certify in writing to the District Representative that the Work of the finished hardware is correct and proper and in compliance with the Specifications.
- 3.02 Protection/Adjustment:
- A. All finished hardware shall be protected from injury during and after application until Substantial Completion of the building.
 - B. Shortages of items and/or incorrect items (based on Drawings and Specifications in effect at the time of bidding) shall be furnished and/or replaced with correct material at no additional cost to District.
 - C. Adjustments and inspection:
 1. During the installation of hardware, a periodic inspection, in company with the Inspector, will be made by the District Representative and Architectural Hardware Supplier or his Agent.
 2. Any hardware improperly installed shall be removed and reinstalled at the Contractor's expense.

TOKAY HIGH SCHOOL POOL RENOVATION

Finish Hardware - 08 71 00

3. Upon completing the Work, the District Representative Hardware Supplier shall make a final inspection of his Agent.

3.03 Hardware Schedule:

HW-1

See Doors **101 & 102** (3'-0" WIDE BY 7'-0" – PAIRED MAKING 6'-0" WIDE W/O FRAME)

EACH DOOR TO HAVE:

| | | |
|---|-----------------------------|---------------|
| 6 EA. HINGES | FBB199 4 1/2 X 4 1/2 NRP SS | 629 STA |
| 1 EA. PUSH/PULL PLATES WITH TRIM | 1090 TRIMCO | 629 TRM |
| WITH INTERIOR KEYED SECURITY INDICATOR & MORTISED LOCKSET | | |
| 1 EA. STRIKE & BOX | BY VON DUPRIN TO MATCH HW | 629 VONDUP |
| 1 EA, MORTIS LOCK WITH CYLINDER | NL9050.03 | 629SCH |
| 1 EA. LOCK ASTRAGAL | 5000-T | DOOR MFGR |
| 2 EA. HOLD OPEN | LCN 4040XP-72MC | 629 LCN |
| INTERIOR MOUNTED | | |
| 1 EA. THRESHOLD (6'-0" WIDE) | 2748AK | 719 PEM |
| 2 EA. DOOR SHOE – SWEEP (3'-0" WIDE) | 216AV | 719 PEM |
| 1 ST. WEATHER STRIP (JAMBS & HEAD) | 332CR | 629 PEM |
| 1 EA, MANUAL FLUSH BOLTS UP & DOWN | 3982 | 629 TRM |
| 2 EA, DUST PROOF STRIKES UP & DOWN | 3910 | 629 TRM |
| SILENCERS | | |
| 2 EA LOUVERS W/ ANEMOSTAT GRILL | 12GA STN. STL. | 629 ANEM |
| 2 EA U-CHANNEL CAP | BY DOOR MFGR. | STILES/CURRIE |
| 1 EA ANTI-VANDAL TRIM | TR 1090 SS | 620 TRM |

HW-2

See Gates: All four existing gates from pool deck area TO RECEIVE (pool deck exits)

| | | |
|--|-----------------|------------|
| 6 HINGES | 2100Z | GUARDIAN |
| PANIC HARDWARE, LEVER, LOCKSET, CLOSER, SEE GATE DETAIL 4&5/A9-6 | | DETEX 6008 |
| 1 EA. CLOSER/STOP | LCN 4040XP-72MC | LCN |
| INTERIOR MOUNTED | | |
| 1 EA. PANIC HARDWARE BAR WITH TRIM | D6005 | DETEX |
| WITH LATCH PROTECTOR | | |

WITH INTERIOR KEYED SECURITY INDICATOR - & MORTISED LOCKSET

BALANCE OF HARDWARE BY GATE SUPPLIER. INCLUDING SECURITY PUNCHED METAL

EACH GATE TO RECEIVE THE APPROPRIATE HARDWARE TO BE 100% ADA COMPLIANT AND BE SECURABLE, LOCKABLE, FUNCTIONAL WITH ALL APPROPRIATE ACCESSORIES, TYPICAL WHETHER LISTED HEREIN OR NOT.

END OF SECTION

DIVISION 9 - FINISHES

SECTION 09 32 10: SWIMMING POOL CERAMIC TILE

PART 1- GENERAL

1.01 Division 1, General Conditions and Supplementary General Conditions apply to all Work of this Section.

1.02 Description:

- A. Work Included: Provide and install all swimming pool ceramic tile as shown on the Drawings, including, but not limited to, the following:
 - 1. Warning Markers
 - 2. Depth Markers
 - 3. Step Trim and field tile
 - 4. Waterline Tile and safety grab
 - 5. Ramp tile
 - 6. Water Polo Course Tile

1.03 Quality Assurance:

- A. The swimming pool contractor/subcontractor shall perform all Work of this Section. (C-53)
- B. Qualifications of Workers:
 - 1. For cutting, installing, and grouting ceramic tile, use only thoroughly trained and experienced tile setters who are completely familiar with the specified materials and methods.
 - 2. In acceptance or rejection of installed ceramic tile, no allowance will be made for lack of skill on the part of the workers.
- C. Standards: In addition to complying with all relevant codes and regulations:
 - 1. Manufacture of all tiles per ANSI A-137.1-2021.
 - 2. Install ceramic tile following the recommendations contained in "2021 Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc. Culver City, CA – Reference P601-09 – mortar method

1.04 Submittals:

- A. Provide submittals following Section **01 30 00**.
- B. Samples: Submit three (3) samples of each color and pattern in the specified groups. Character samples should be representative for review before screening the actual tile.
- C. Master Grade Certificate: Before opening ceramic tile containers, submit a Master Grade Certificate, signed by the manufacturer of the tile used and issued when the shipment is made, stating the grade, kind of tile, identification marks for the tile containers, and the name and location of the Project.
- D. Specifications: Submit a PDF copy of the manufacturer's recommended installation specifications for this Work – as intended for this installation.

1.05 Product Handling:

- A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store all materials undercover to prevent damage and contamination, and store only the specified materials at the Project site.
- C. Protection: Use all means necessary to protect ceramic tile before, during, and after installation and protect the installed Work of all other trades.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the District's Representative.

PART 2- PRODUCTS

2.01 Tile:

- A. Depth Marker Tile:
 - 1. Material: All depth marker tiles shall be glazed ceramic tile manufactured and/or distributed by Info-Tile of Inlays Manufacturing Inc. or a reviewed equal.
 - 2. Size: 6 x 6 inch.

TOKAY HIGH SCHOOL POOL RENOVATION
Swimming Pool Ceramic Tile - 09 32 10

3. Frost Resistance: All depth marker tiles shall be frost resistant w/ a water absorption of 17% or less.
 4. Color: Black numbers on a white field.
 - B. Warning Marker Tile:
 1. Material: All warning tile shall be glazed ceramic tile manufactured and/or distributed by Info-Tile of Inlays Manufacturing Inc. or a reviewed equal. (Universal Symbols for "No Running" & "No Diving")
 2. Size: 6 x 6 inch.
 3. Frost Resistance: All depth marker tiles shall be frost resistant w/ a water absorption of 17% or less.
 4. Color: Black on a white field.
 - C. Step Trim:
 1. Material: all step trim tiles shall be non-glazed ceramic tile manufactured and/or distributed by Dal-Tile.
 2. Size: 1 x 1 inch
 3. Surface: All tiles shall have a coefficient of friction of .77 or greater when wet.
 4. Frost Resistance: All step trim tile shall be frost resistant with water absorption of .25% or less.
 5. Color: Black - Ebony D311 Keystones
 - D. Waterline Tile: Glazed Ceramic
 1. Material: All waterline tiles shall be glazed ceramic tile manufactured and/or distributed by Dal-Tile.
 2. Size: 6 x 6 inch. & 2 x 6-inch double bullnose at the top of dam wall above waterline tile.
 3. Frost Resistance: All depth marker tiles shall be frost resistant w/ a water absorption of 17% or less.
 4. Color: Waterfall 0169 (4)
6x6 & 2x6 Glazed tile and double bullnose at waterline & top of dam wall.
Horizontal band on deck parallel to the pool edge
 - E. 4'-6" line (4" wide) & the NCAA Lane Lines
 1. Material: all 4'-6" line tile shall be 1 x 1-inch non-glazed ceramic tile manufactured and/or distributed by Dal-Tile.
 2. Color: Black – Ebony, D311 Keystones
 - F. Water Polo Course Markers:
 1. Material: all water polo course marker tile shall be frost-proof ceramic tile manufactured by Dal-Tile.
 2. Size: 1x1 inch combined to form 4" sq. marks per plan.
 3. Color: As indicated on the drawings. (Green, Yellow, Red & White)
 - G. Lane Line and Targets
 1. Material: for Targets as manufactured and/or distributed by Dal-Tile.
 2. Composed of Size: 1 x 1 inch
 3. Surface: All tiles shall have a coefficient of friction of .77 or greater when wet.
 4. Frost Resistance: All tiles shall be frost resistant with water absorption of .25% or less.
 5. Color: Black - Ebony D311 Keystones
- 2.02 Mortar:
- A. Sand for Mortar: Comply with requirements of fine aggregate for concrete.
 - B. Cement: Type I Portland Cement conforming to ASTM C150.
 - C. Hydrated Lime: Conforming to ASTM C206 or 207, Type S.
 - D. Water: From a potable source.
 - E. Use Latex Modified This Set Mortar manufactured by H.B. Fuller Company, TEC, Specialty Products, Inc.
 - F. Use Mapei in mortar.
- 2.03 Grout:

- A. All tile grout shall be waterproof and comply with the referenced standards' recommendations. The Grout color shall be white. (sanded)
- 2.04 Other Materials:
- A. All other materials, not specifically described but required for a complete and proper installation of ceramic tile as indicated on the Drawings, shall be new, first quality of their respective kinds, and subject to review.

PART 3- EXECUTION

- 3.01 Surface Conditions:
- A. Inspection:
 - 1. Before all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence – this would include proper demolition or removal of existing material to reveal substrate when required.
 - 2. Verify that ceramic tile can be installed in accordance with the original design and all referenced standards.
 - B. Discrepancies:
 - 1. In the event of a discrepancy, immediately notify the Architect.
 - 2. Only proceed with installation in areas of discrepancy once all such discrepancies have been fully resolved.
 - 3. Please notify the Architect in writing of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive its Work.
- 3.02 Installation:
- A. Method:
 - 1. Install all ceramic tile strictly following installation method P601-99 of the "1999 Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.
 - 2. Install all ceramic tile perfectly level, flush, plumb, and to the finish grades and elevations indicated on the Drawings.
 - B. Interface:
 - 1. Carefully establish and follow the required horizontal and vertical elevations to ensure proper and adequate space for the Work and materials of other trades.
 - 2. Coordinate and cooperate with other trades to ensure the proper and adequate interface of ceramic tile Work with the Work of other trades.
 - C. Tolerances: The top of the waterline bull-nose tile shall be level to 1/8" (+/- 1/16") around the entire pool.
- 3.03 Grouting:
- A. Comply with the manufacturer's recommendations regarding grouting procedures and precautions.
 - B. Remove all grout haze, observing the manufacturer's recommendations to use acid and chemical cleaners.
- 3.04 Clean-Up:
- A. Upon completion of the ceramic tile installation, thoroughly clean and polish the exposed surfaces of the tile work. Completely clean work area of debris and rubbish occasioned by this Work.
 - B. Samples: Leave the District with extra tiles to store and for use during the warranty period and in the future. A dozen samples of each color and size of lane line tile are adequate.

END OF SECTION

DIVISION 9 - FINISHES

SECTION 09 90 00 - PAINTING

PART 1 - GENERAL

- 1.01 Division 1 and the General Conditions apply to all work of this Section.
- 1.02 Description:
 - A. Work Included:
 - All labor, materials, equipment, and services necessary to complete all painting and finishing required for surfaces as indicated or specified herein.
- 1.03 Substitutions:
 - A. Following Section 01 30 00.
- 1.04 Submittals:
 - A. Prepare samples at the job as required until colors are satisfactory. Paint colors will be as specified by the District Representative, who will furnish color chops and a schedule showing where the various colors shall go before any work is done.
 - B. Before supplying any material to the site, the painting subcontractor and the paint manufacturer's area representative shall prepare a complete schedule showing the materials proposed for each treatment specified and submit the same to District Representative for review.
- 1.05 Product Delivery, Storage, and Handling:
 - A. Deliver all paint to the site in manufacturer's labeled and sealed containers. Labels shall give the manufacturer's name, brand, type, batch number, color of paint, and instructions for reducing. Then only following printed directions of the manufacturer.
 - B. Store all material used on the job in a single designated space. Such storage place shall be kept clean. Make good any damage to it or its surroundings. Remove any oily rags, waste, etc., from the building every night and take every precaution to avoid any fire danger. In no case shall the amount of materials stored exceed that permitted by local ordinances, state laws, or fire underwriter regulations.
- 1.06 Environmental Conditions:
 - A. Do not apply exterior paint during damp, rainy weather. Wait until the surface has dried thoroughly from the effects of such weather. Do not apply varnish or paint when temperatures are below 50 degrees F. Avoid painting surfaces when exposed to hot sunlight.
- 1.07 Protection:
 - A. Before painting, remove hardware, accessories, plates, lighting fixtures, and similar items or provide ample protection of such items. On completion of each space, replace the above items. Use only skilled mechanics for removing and connecting the above items. Protect adjacent surfaces as required or directed. The painting contractor shall repair any damage done at his expense. A sufficient supply of clean drop cloths and other protective covering shall be properly distributed and maintained.
 - B. Finishing of the following listed items and materials will not be required and shall be protected:
 - 1. Stainless steel, brass, bronze, copper, chromium, anodized aluminum; specially finished articles such as porcelain enamel, plastic coated fabrics, and baked enamel.
 - 2. Finished products such as ceramic tile, windows, glass, brick, resilient flooring, acoustical tiles, board and metal tees, and the District Representative. Architectural features, such as "finish" hardware, are furnished in aluminum, bronze, or plated ferrous metal, prefinished panels, or other items installed prefinished.
- 1.08 Color Schedule:
 - A. Color to match existing and adjacent. Verify on-site and submit color chips to District Representative and District for approval before installation. The goal is to match the colors from the adjacent surfaces on the existing building.

PART 2 - PRODUCTS

- 2.01 Paint Materials:
 - A. Brands of paint, varnish, and stains are specified herein, basic painting materials such as linseed oil, shellac, turpentine, thinners, driers, etc., shall be of the highest quality, made by reputable manufacturers as specified, have identifying labels on containers, and shall be approved by District

Representative. All paint materials shall be factory fresh.

1. Where indicated, Dunn-Edwards applied per the manufacturer's recommendations.
2. Bathrooms, locker rooms, toilets, and urinals shall typically have industrial epoxy as a washable surface regardless of the substrate (not over tile) from the top of the tile wainscot to the ceiling.

PART 3 - EXECUTION

3.01 Preparation of Surfaces:

A. Inspection of Surfaces:

1. Wait to paint on any surface until it has been inspected and is in proper condition to receive the paint as specified. Should any surface be found unsuitable for producing a proper paint finish, notify the general Contractor in writing. Apply no material until the unsuitable surfaces have been made satisfactory. After applying the first coat of paint, assume responsibility for and rectify any unsatisfactory finish resulting after acceptance of the surface.

B. If, after treatment, the completed finish (or any portion thereof) blisters, checks, peels, or otherwise shows an indication of dampness or other irregular condition of the surface, the painting contractor shall, at his own expense, remove the applied treatment and refinish the part affected to the satisfaction of the District Representative. (The painting contractor should determine the dryness of all moisture-holding materials by using a reliable electronic moisture meter.)

C. Wood: Sandpaper to smooth and even surface and then dust off. After applying the priming or stain coat, thoroughly fill all nail holes and other surface imperfections with putty tinted with primer or stain to match the wood color. Sand all work between coats to a smooth surface. Cover knots and sap streaks with a thin coat of shellac.

D. Steel and Iron: Remove grease, rust, and rust scale and touch up any chipped or abraded places on items that have been chip coated. When the area is exposed to view, sandpaper the entire treated area smoothly, feather the edge of the surrounding undamaged prime coat, and spot prime to eliminate evidence of repair. Steel or iron have a heavy scale coating, removed by de-scaling or wire brushing, as necessary, to produce a good surface for painting.

E. Galvanized Metal: Thoroughly clean by wiping surfaces with surface conditioner and prime with galvanized iron primer as the paint manufacturer recommends.

F. Concrete and Concrete Masonry: Prepare surfaces to be painted by removing all dirt, dust, oil and grease stains, and efflorescence. Before the first paint coat is applied, spot prime any nails and other exposed metal occurring on the surfaces with an oil-based masonry primer, as the paint manufacturer recommends. The method of surface preparation shall be left to the painter's discretion, provided the results are satisfactory to the District Representative.

G. Plaster Surfaces: Fill cracks, holes, or imperfections in plaster with patching and smooth-off to match adjoining surfaces. Before painting any plaster, a moisture testing device shall test surfaces for dryness. Apply no paint or sealer on plaster when the testing device determines the moisture content exceeds 12%. Test sufficient areas in each space and as often as necessary to determine the proper moisture content is between 8% and 12%, prime with alkali-resistant primer. If 8% or less, prime with specified primer. Remove the dry salt deposits from all plaster surfaces by brushing with a stiff brush before painting.

3.02 Workmanship:

A. Perform all work using only experienced, competent painters following the best standards of practice in the trade. Apply all paint materials under adequate illumination—hand brush or roll work except where otherwise permitted or directed. Olympia Products are to be brush applied. When completed, the painting shall represent a first-class workmanlike appearance.

B. Tint all primers and undercoats to approximately the color of the finish coat, with each coat being sufficiently different from the work in place to permit easy identification.

C. Finish edges, tops, and bottoms of all doors same as door faces. Both sides and all edges of doors are to be finished simultaneously.

D. Prime coats specified herein will not be required on items delivered with prime or shop coats already

applied unless otherwise specified.

3.03 Application:

- A. Stain or paint only when surfaces are clean, dry, smooth, and adequately protected from dampness. Each coat of paint shall be well brushed on, worked out evenly, and allowed to dry at least 24 hours before the subsequent coat is applied.
- B. Finished work shall be uniform, of approved color, smooth, and free from runs, sags, clogging, or excessive flooding. Where high gloss enamel is used, lightly sand undercoats to obtain a smooth finish coat, and make edges of paint adjoining other materials or colors sharp and clean without overlapping.
- C. Each coat of material must be inspected and approved by the District Representative before applying the succeeding specified coat; otherwise, no credit for the concealed coat will be given, and the Contractor shall assume the responsibility to re-coat the work in question. The painting contractor shall notify the District Representative when each coat is completed.
- D. At completion, touch up and restore finish where damaged and leave finish surfaces in good condition.

PART 4 - SCHEDULES

4.01 Schedule of Finishes:

- A. Refer to the "Finish Schedule" on the drawing for designated finishes of areas, which are listed following the schedule following, items listed are acceptable products of some major manufacturers. The manufacturer and painting subcontractor is responsible for recommending, scheduling, and using the proper paint for the job conditions.
- B. Paint Schedule:
 - 1. Exterior Surfaces:
 - a. Masonry & P. C. Plaster or Stucco:
 - I. Portland cement plaster over precision CMU:
 - See Finish Schedule for colors By Dunn Edwards. See A3-1,A8-1& A3-2 for location.
 - b. Wood:
 - 1st coat – EZ Prime (W 708)
 - 2nd & 3rd coats – Spartasheen (W 7300)
 - Graffiti barrier – 1 coat Watch Dog (CPU-647)
 - c. Metal Ferrous & non-ferrous
 - 1st coat – epoxy – Carboline Carboguard 890 Series
 - 2nd & 3rd coats – Carboline Carbothane 133 & 134 Series
 - d. Exterior Beams and Joists:
 - Valspar Grantione Plus Stain – Natural Oak VWS0256
 - Per manufacturer’s instruction application & (top coat)
 - (2nd & 3rd Coats) Top coat to be Man-o-war Varnish 6505 Satin
 - 2. Interior Surfaces:
 - a. Gypsum Board:
 - 1st coat, Prep Seal (W 6324)
 - 2nd & 3rd coats, Spartasheen (W 7300)
 - See A8-1 for finish schedule
 - b. Masonry (CMU)
 - 1st coat, Concrete Block Filler Smooth (W 6329)
 - 2nd & 3rd Coats, Spartaglo (W 7500V) Acrylic Semi gloss
 - See A8-1 for finish schedule
 - c. Wood:
 - 1st. coat, Inter-kote (W 6325)
 - 2nd & 3rd coats, Spartashell (W 7400)
 - d. Metal Ferrous
 - 1st coat – alkyd – Corrobar (43-5)
 - 2nd & 3rd coats – Spartagloss (W 7600V) Acrylic

- d. Metal Non- Ferrous
 - 1st coat – alkyd – Syn-Lustro (W-8) Acrylic
 - 2nd & 3rd coats – Spartagloss (W 7600V) Acrylic
- 3. Special Treatments of Specific Surfaces:
 - a. Mechanical and Electrical Work:
 - 1. General: Paint exposed exterior and interior plumbing, heating, and electrical equipment, apparatus, conduits, pipes, fittings, supports and hangers, and all other unfinished surfaces of mechanical and electrical work.
 - 2. Equipment in Finished Rooms: Paint wall and ceiling grilles and diffusers, door louvers, panel board fronts, and other equipment having a factory finish, occurring in rooms other than storage, mechanical, and custodial.
 - 3. Paint diffusers, grilles, and speakers in ceilings to match ceiling color.
 - 4. Equipment on Roof: Paint all mechanical and electrical equipment, ducts, vents, and the like, occurring on the roof with two coats of No. 1300 Stucco Life, 100% Acrylic.

END OF SECTION

DIVISION 10 - SPECIALTIES
SECTION 10 14 00: SIGNAGE
PART 1 - GENERAL

1.01 Division 1, the General Conditions and Supplementary General Conditions apply to all work of this Section.

1.02 Description:

- A. Work Included: Furnish all labor, materials, equipment, and services necessary to complete the practical work within this Section of the Specifications as shown on the drawings and/or specified herein. The district will dictate the exact placement of signage, which may or may not be indicated on drawings.
- B. Deck signs (occupant load sign with clearly legible letters not less than 4" high, per County Health Department representative instructions.)
- C. Chemical Storage signs (Haz-Mat)
- D. ADA path of travel signs per **CBC 11B-216**
- E. Pool Safety Signs
- F. Room Signs with Braille
- G. EXIT signs. – self-illuminating.

PART 2 - PRODUCTS

2.01 Signage:

- A. Stock traffic signs to denote accessible parking and path of travel as well as accessibility, loading & fire lanes, etc.
- B. Sign material to be scratch resistant, non-static, fire retardant, washable non-glare surface. Impervious to most acids, alkalines, alcohol, solvent, abrasives, and boiling water. NEMA-rated self-extinguishing.
- C. Pool Occupancy & safety signs. (if mounted on metal and constructed per above) listed here for layout only.)
 - 1. Pool Rules – Lincoln #45-005
 - 2. Rescue Breathing & 911 – Lincoln #45-025
 - 3. No Running – Lincoln #45-040
 - 4. Pool Capacity – Lincoln #45-095
 - 5. Shower before entering the pool – Lincoln #45-110
 - 6. No Diving Allowed – Lincoln #45-115
 - 7. Diarrhea sign
- D. Chemical safety signs for Acid & Chlorine. – Lincoln #45-049 (for each chemical stored) Submit shop drawings of the Haz-Mat MSDS sheets. (if mounted on metal and constructed per above) listed here for layout only.)
- E. MSDS Station – Wall-mounted station - #1F-17463 by Lab Safety Supply 800 356 0783
- F. Room signage as manufactured by Nelson-Harkins TS450, ASI Sign Systems, Best, or equal; 1/4" thick acrylic; contrasting color with raised graphic image internationally accepted symbol indicating the gender of the user; color: as selected by the Architect; size: equilateral triangle, 12" on each side, vertex up at Men's entry door; 12" diameter circle at Women's entry door. Room signage with braille with beveled edge and ADA compliant. Office Sign Company 701 515 0185 or equal. Color to be chosen by District. 1/8" thick, raised text. To be brushed stainless steel with black lettering. Black bevel. Approximately 8" tall and 12" wide.

2.02 Submittals:

- A. Contractor shall submit a material sample and full-size mock-up of signs for review in compliance with Section **01 30 00**. Do not order signs before review.

PART 3 - EXECUTION

3.01 Inspection and Preparation: The contractor shall be responsible for the inspection of the site, approval of mounting conditions, and field measurements for this work.

3.02 Installation:

- A. Shall comply with all manufacturer's recommendations.

- B. All signs shall be installed positively, securely, and permanently.
- 3.03 Cleaning: Clean the finished installation of dirt and finger marks, leaving the work area clean and free of debris.

END OF SECTION

DIVISION 10 - SPECIALTIES

SECTION 10 44 00 - FIRE EXTINGUISHER

PART 1 - GENERAL

- 1.01 Division 1 and the General Conditions apply to all work of this Section.
- 1.02 Description:
 - A. Work Included:
 - 1. All labor, materials, and equipment necessary to install fire extinguishers and mounting as shown and noted on drawings specified herein.
- 1.03 Submittals:
 - A. Comply with pertinent provisions of Section 01 30 00.
 - B. Submit product data and finish samples.
- 1.04 Quality Assurance:
 - A. UL-Listed Products: Provide new UL-listed fire extinguishers bearing U.L. "Listing Mark" for the type, rating, and classification of extinguishers indicated.

PART 2 - PRODUCTS

- 2.01 Acceptable Manufacturers:
 - A. Subject to compliance with requirements, provide products by one of the following:
 - 1. Oval
 - 2. J.L. Industries
 - 3. Larsen's Manufacturing Company
 - 4. Potter-Roemer, Inc.
 - 5. Standard Fire-West
 - 6. Kidde
 - 7. Amerex
- 2.02 Fire Extinguishers:
 - A. Provide fire extinguishers of types indicated for each fire extinguisher cabinet and other locations indicated.
 - B. Multi-Purpose Dry Chemical Type: OVAL - UL-rated 4-A: 80-B: C, 10-lb nominal capacity, in an enameled steel container. UNSIPSC# 46191601, Manufacturer Model # 10HABC
 - C. Mounting Brackets: Manufacturer's standard of the proper size for type and capacity of extinguisher indicated. Provide brackets for extinguishers not located in cabinets – use OVAL Bracket Stainless Steel item #416L79 Manufacturer Model # NS-C-10710 with appropriate (based on the substrate) stainless steel mounting screws.

PART 3 - EXECUTION

- 3.01 Installation:
 - A. Per manufacturer's directions for the type of mounting required at height and locations indicated, or if not indicated, to comply with applicable regulations of governing authorities.
 - B. Identify fire extinguishers with lettering spelling "FIRE EXTINGUISHER" printed on the door by process indicated below, as selected by Architect from the manufacturer's standard letter sizes, style, colors, and layouts.
 - 1. Application Process: Silkscreen.
 - C. Identify bracket-mounted extinguishers with red-letter decals spelling "FIRE EXTINGUISHER" applied to the wall surface: Letter-size, style, and location selected by the District Representative.

END OF SECTION

DIVISION 13: SPECIALTIES
SECTION 13 11 00 - SWIMMING POOL EQUIPMENT
PART 1- GENERAL

- 1.01 Division 1 and the General Conditions and Supplementary General Conditions apply to all Work of this Section.
- 1.02 Description:
- A. Work Included: Supply and install swimming pool miscellaneous equipment items as required for this Work as indicated on the Drawings and specified herein.
- 1.03 Quality Assurance:
- A. The swimming pool contractor/subcontractor shall perform all Work of this Section.
- 1.04 Submittals:
- A. Provide submittals following Section 01 30 00 of each piece of equipment specified herein.
- B. Substitutions: Include with the request the specified item, design, catalog number, and finish for each item on which approval is requested ten (10) days before bid opening. Substitutions will not be granted after ten days or after the project bid date. Blanket approval by manufacturer's name only will not be given.
- 1.05 Product Handling:
- A. Protection: Use all means necessary to protect swimming pool equipment items before, during, and after installation and to protect the installed Work of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2- PRODUCTS

- 2.01 Safety Equipment:
- A. First Aid Kit for 50 Persons: Lincoln #47-085 or approved equal. One (1) is required.
- B. 30" Dia. Life Ring Buoy, U.S. Coast Guard Approved: Lincoln #44-086 or approved equal. **Four (4) are required.**
- C. 60' Throw Rope for use with Life Ring Buoy: should be included as part of B above - **Four (4) required.**
- D. Rescue Hooks: 16' long x 1-1/2" fiberglass pole and mounting hardware. Lincoln # 42-080, the hook is #42-060 & #44-100 (1 for each pole location) **Four (4) are required.**
- E. Pool Safety Signs: As required by Health Department. See Section 10 14 00, Submittal required.
- F. MSDS Station: Lincoln #49-135 **See Section 10 14 00**
- 2.02 Maintenance Equipment:
- A. ~~Commercial Pool Vacuum: Commercial Pool Vacuum provides a pool vacuum cart with a 155 square foot single cartridge filter, lid-mounted handle, separate lid-mounted bracket for an electrical cord, and two rubber-tired ball bearing wheels with grease fittings. Cart and filter shall be fabricated from schedule 304 stainless steel with welds treated and pacified. Provide an all-bronze pump with a 2-hp, 110V, single-phase motor and a 6" bronze trap. Pump shall be UL and NSF listed, have 2" suction and 1-1/2" discharge fittings, and have a brass priming valve with hose bib. The entire pump assembly shall be anchored to a vacuum cart with two stainless steel bolts. Provide a 100-foot 10-AWG 3/C SJ electrical cord with ground fault interrupter (GFI) plus. The cord shall be wired to a double pole, a 30-amp switch mounted on the pump motor. Lincoln #27-015 or approved equal One (1) required.~~
- B. Heavy Duty Vacuum Hose: 2" x 75'. Lincoln #29-085 or approved equal. One (1) is required.
- C. Utility Pole: 16 to 32-foot - aluminum telescopic pole with connectors. Two (2) are required. Lincoln #30-060, or approved equal.
- D. Commercial Vacuum Head: 24" wide "flexible" vacuum head. Lincoln#28-230 with swivel wheels, One (1) required.
- E. Pool Wall Brush: 36" wide professional quality. Lincoln # 31-030 or approved equal. One (1) is required.
- F. Leaf Rake: professional quality. Lincoln #31-100 or approved equal. One (1) is required.
- G. Water Quality Test Kit: Taylor Drop Test Kit Lincoln #23-040, approved equal. One (1) is required.
- H. Vacuum Hose Reel, Lincoln #29-150 or approved equal, One (1) required.

TOKAY HIGH SCHOOL POOL RENOVATION
Swimming Pool Equipment, Section 13 11 00

- 2.03 I. Automated Vacuum, Ultra Max, Lincoln #26-075 with cart #26-080, One (1) of each required.
- Pool Fittings:
- A. **Main Drain Frame & Grate & Sump** (18"x 54"): Dal Dorado DalMAX-5G185429, or approved equal. Two (2) are required. With 12" diameter outlets having ANSI flanges, 1.5 pipe diameters below the grate on top of the sump. @" IPS slip fit. Lawson 18x54 is an equal. Must be Virginia Graeme Baker Act Compliant. Two (2) required – each able to handle the proposed turnover rate 100%
- B. **Floor Return Inlet**, 1-1/2" Adjustable: Sta-Rite Replacement floor Inlet of ABS Plastic. Quantity, see the plan. (the existing pool has 72 inlets, and the Code requires 68) please provide the amount to ensure all existing inlets are replaced and balanced. Should one occur therein, provide a black PVC inlet in lane lines. #08417
- C. **Underwater Lights and Niches Complete**, 120V volt LED with stainless steel niche and face ring or approved equal. See the plan to coordinate quantity and cord lengths – cord lengths will change Pentair IntelliBrite product no. 601101 is an example of a 50' cord. and J&J is LPL-H50-P1-WHT-120 is J&J for the same light. Adjust accordingly to site conditions.
- D. **Junction Box** for Underwater Lights: Hydrel #JB1719, or approved equal, coordinate quantity and number of predrilled holes in each box with plans. (a maximum of two lights can connect to any one box).
- E. ~~Gutter Pump Supply Grate: Quiet Flow Parallel Grate by Grate Technologies—PVC UV resistant with a non-slip surface (white) positively fastened to substrate with stainless steel anchors. To cover 8" PVC pipe receptor.~~
- 2.04 Deck Equipment:
- A. **Starting Platform Anchors**: Machined stainless-steel anchor with cover and removal tool by Paragon Aquatics, Quickset Dual-Wedge Anchor (SS-SPA20.90), no known equal. See plan for quantity. Provide w/ installation alignment tool.
- B. **Starting Platforms**: Spectrum, SP-EXCELLERATOR, single post (2.5 inch SQ) set starting platform with a side step, side hand grips, backstroke bars, adjustable wedge, and white polypropylene top non-slip finish (24x32). PARAGON PENTAIR – Track Start Plus, Model #24515 or reviewed equal. See the plan for quantity & location. The water level is 12" below the cantilever deck edge (verify on site before ordering as starting block will be 30 inches maximum above the pool water level.)
- C. **Backstroke Stanchion Posts**: 2.5 square x .188 wall. T-304 Stainless Steel with Grainger Winch, sliding collar, and pulley wheel on top is 8'-0" tall. Six (6) required – half with winches. SPECTRUM #165601 of T304 Stainless Steel square tube. PARAGON #38115 (2.5 x .125 square x 8'-0") Each Post requires the Same Anchor as in 2.04 A.
- D. **Backstroke Pennant Line** (2 required) with alternating school colors on triangular pennants, provide extra 5 feet at each end to reach stanchions. Pentair #40102. Plastic-encased stainless-steel cable to span the pool in the 52-meter direction with tensioning cable. With twist release in the middle, to utilize in the 25-yard direction as required. Pennants to be 12" wide by 18" in the long direction and fixed onto the cable. Competitor Backstroke Flags with Cable are also equal.
- E. **Lane Line Anchors**: Stainless Steel See plans for quantity. Paragon threaded wall insert (heavy duty) #70317 & 70318 The wall insert is brass and accommodates the eyebolt with 7/16" thick and clear opening of 13/16 by 5/8" eye.
- F. **Lane Lines – floating**; 75' and 50m with disconnect: (verify measurements in filed as the pool has a movable bulkhead). Competitor Gold Medal W/ 6" disks, no known equal #200 384. Verify color with District via the shop drawing process before ordering. See plan for quantity. Each to have 2- donut floats per lineal foot, 12" stainless steel extension Hook, winches & spring with a hook.
- G. **Lane line reels**: PARAGON #75111 large capacity lane storage reel with cover #75133XLSpectrum 55552 w/ 600 grit polished finish. Provide enough to accommodate all lane lines, water polo course lines, as well as 4'-6" float lines.
- H. **Moveable Lifeguard Chair**: 6'-0" tall: 1.90" O.D. x .065 wall w/ 600 polished grit finish. Paragon #20302, Spectrum #20160, or approved equal. Two (2) are required. Each with Umbrellas / Sunshade
- I. **Braced Grab Rails**: Paragon Adjustable figure 4 #30301 with .145 wall or Spectrum #35099, 1.90" O.D. x .145" wall w/ 600 grit polished finish, or approved equal— see the plan for quantity.

TOKAY HIGH SCHOOL POOL RENOVATION
Swimming Pool Equipment, Section 13 11 00

- J. **Recessed Steps: Cyclac Inserts.** Paragon #32102 heavy-duty foamed plastic without a projecting lip. Textured bottom tread for traction. Grouted into a rough hole. Frostproof. See plan for quantity. S.R. Smith #62-209-4001 is an equal.
- K. **Deck Mounted Water Polo Goals:** Paragon #36104 or Spectrum #84299 w/ 600 grit polished finish or approved equal. Furnish complete with anchors and nets. Two (2) pair are required.
- L. **Water Polo Deck Stanchions:** Paragon #38210 Two (2) for each water polo deck-mounted goal are required.
- M. **Anchor Sockets** for Grab Rails, Ladders & Hand Rails: Spectrum #24010, approved equal. See the plan for quantity and locations. Paragon #28102 is an equal.
- N. **Escutcheon Plates:** for Grab Rails & Ladders: Stainless steel Spectrum #35214 IS approved equal. See the plan for quantity and location. Paragon #28301 is an equal
- O. **Accessible Hoist:** Splash Lift, long reach with 375 lb. capacity, or approved equal with headrest, armrest, footrest, seat belt. Furnish complete with two (2) anchors, rechargeable battery, caddie & cover. Two (2) are required. Each to have manufacturer-supplied anchor (~~S.R. Smith~~)
- P. **Pool Covers:** Universal, Spectrum, TStar, Alta or approved equal. 1014XL with two-needle lock stitch on all seams, Reinforce ends, brass grommets, UV resistant, Weight Edges typically & hemmed edges. Energy Saver with extra end reinforcement.
1. Provide Shop Drawings showing a plan to completely cover the pool with any appropriate cutouts and samples of cover material for review as well as details information on the storage and winding reels delineating the cross sections of tubing used for storage reel winding tubes and end frames, winding tube bearings, the castor wheel assembly, a brake assembly and a cover sample measuring at least 8 inch x 11 inches, including weighted side edge, reinforced end edge, and grommet.
 2. Cover Material: Material shall be woven, 12 by 10 count per inch, high-density polyethylene, ultraviolet stabilized film fabric, laminated to both sides of 1/8 inch thick, closed cell, medium density, white, polyethylene foam. The woven polyethylene film fabric shall be coated on both sides with an ultraviolet-stabilized, chemically resistant polyethylene coating. The combination of film, foam, and woven components shall be non-toxic, non-absorbent, non-permeable, and buoyant. Color shall be blue on the upper surface and black on the under surface.
 3. Laminate Physical Properties
 - a. Tensile strength (Grab Breaking Strength) ASTM-D 5034: 371 lbs.
 - b. Tongue tear resistance: ASTM-D 2261: 87 lbs.
 - c. Mullen burst strength: ASTM-D 751: 500 psi
 - d. Pull Strength: 1,260 psi
 - e. Seam tear resistance: 85 lbs.
 - f. Insulating ("K") value: ASTM-D 2326: 0.25 Btu/(Sq.Ft.)(Hr)(°F/Inch)
 - g. Flammability (ASTM-E 84): 0 spread rating
 - h. Abrasion resistance: 0.00466 grams/1,00 cycles (ASTM-D 3389)
 - i. Laminate maintains minimum of 99% foam-fabric adhesion and a maximum of 1 ¼% overall shrinkage after a 15-minute boil test.
 - j. Laminate is non-permeable due to closed cell foal, LDPE coating, and flame lamination.
 - k. Service temperature range: 40° to +160° F.
 - l. Chemical resistance is excellent due to polyethylene-based material.
 - m. Thickness after lamination process: .120" (± .06")
 4. XER Physical Properties
 - a. Proprietary Ethylene Interpolymer Alloy (EIA) with polyester scrim fabric, type 8130.
 - b. Weight: 30 oz/yd² Nominal.
 - c. Thickness: 30 mils minimum.
 - d. Color: carbon black (for maximum UV resistance).

- e. Tensile (Grab Breaking Strength) strength: 550 lbs. minimum (ASTM – D 751)
 - f. Burst strength: 650 lbs. min (ASTM – D 751).
 - g. Abrasion resistance: 0.050 mg/1,000 cycles weight loss (ASTM-D 3389 H-18 wheel 1 kg load).
 - h. Puncture resistance: 259 lbs. min. (ASTM-D 4833).
 - i. UV resistant: Excellent
5. Cover Construction: Laminated materials shall be sewn together by using a double needle, lockstitch machine with size 138 bonded, yarn-dyed black, UV-resistant, polyester thread. Each cover's first and last sections shall be subjected to two (2) passes under the sewing machine, resulting in four (4) sewn seams. To prevent wind lift, the proprietary weighted vinyl straps material shall be encapsulated with four (4) layers of 12 x 10 woven PE fabrics. It shall be sewn along the lateral edges of each cover. Water shall be allowed to fill into and drain out of the hollow encapsulated weighted edging via 3/16" diameter perforations at 18" intervals for additional stabilization. The Black XER fabric shall be sewn laterally and parallel with the tensile pull direction at both ends of the cover panel, 12" x 18" wide, to reinforce the heavily stressed areas in the center of the panels. Corners shall be strengthened by folding (doubling) the fabric material. Each 'pull-point' location shall be reinforced with six (6) layers of 12 x 10 woven PE fabric, non-corrosive stainless-steel grommets, and 1/8" thick T-1 PVC load-dispersing plate. Solid 3/4" diameter white Ultra High Molecular Weight Polyethylene (UHMW-PE) dowel coupled with 1/4" solid braided white polyester cord shall be securely tied to the 'pull-point' of the cover for easy cover retrieval. Ladder and rail cut-outs, hinges, and rounded corners are incorporated into the cover. Precautions shall be taken by rounding and reinforcing cut-out corners to prevent stress tears.
- a. ASTM-approved safety /warning labels shall be securely attached to each completed pool cover. And in accordance with ASTM standards, safety/warning labels are positioned to be visible from and around the pool deck.
 - b. Cover panels shall cover the pool's surface without gaps or overlaps with reinforced cutouts to accommodate rounded step areas, rails, etc.
6. Storage Reels: To accommodate all panels at one time. Proposed width of stainless steel winding apparatus with triple reel on each required. Furnish complete with four (4) oversized (triple reel) stainless steel storage reels (Universal – w/ screw-jacks, handwheel, and six castors with polyethylene wheels (5-year warranty)
- a. Storage reel frame, winding tubes, castors, brake shafts, cranks, and fasteners shall be made of type 304 stainless steel. Each reel shall have six wheels, each of which shall be 6 inches in diameter, be rated at 1200 pounds load capacity, and be made of solid polyurethane. Wheels shall be self-lubricating and have steel axle shafts and stainless-steel swivel yoke assemblies. The reel shall have two frame-mounted, screw-type brakes with pads that lock directly to the pool deck and have 18 square inches of total braking surface. Each winding tube shall be 4-1/2 inches in diameter, have a wall thickness of .120 inches, and consist of a continuous length of tubing without joints or welds. The shaft assembly shall be mounted to the 4 1/2 inch reel tube with a minimum of three (3) stainless steel hit rivets per end. Welded ends will not be accepted. Reels with tubes fabricated from two or more pieces of tubing joined together will not be acceptable. End frames shall be fabricated from 1-1/2 inch square Schedule 304 stainless steel box beam tubing with .120 inch wall thickness. Round tubing will not be accepted. 3/8 inch stainless steel bolts, nuts, and washers shall connect major reel frame parts, wheels, brakes, bearings, and winding tubes to facilitate field repair. Reels that use welding to connect these components will not be considered equal. Winding tube bearings shall be self-aligning, self-lubricating,

TOKAY HIGH SCHOOL POOL RENOVATION
Swimming Pool Equipment, Section 13 11 00

- and have a capacity of 1245 pounds at ten revolutions per minute. Bearing housing shall be a non-oxidizing composite material.
- b. Storage reels: Plans for the use of storage reels are to be submitted for review to the Architect and must include a configuration that assigns one pool cover panel per storage reel winding tube with the maximum allowable length of the panel to be indicated in the submittal. Storage reels shall be provided as listed above.
 - c. Each storage reel shall be provided with a protective cover constructed of vinyl-laminated polyester cloth, 1000 denier, totaling 13 ounces per square yard.
- 7. Measurement, Installation, and Training: A representative of the manufacturer shall visit each pool site to confirm measurements prior to ordering, and once the cover is delivered, train personnel and supervise the initial installation of covers.
 - 8. Warranty: Covers shall have six (6) years (first 3- years full and last 3- years pro-rated) written manufacturer's limited warranty against defective materials and workmanship. The warranty period shall begin with the date of the customer's acceptance of the completed, installed, and functioning pool covers as the District assumes responsibility for the pool.
- Q. **Dividing Apparatus**, diving boards, and stands. To include One (1) 1-meter apparatus. Diving Boards, (1) Maxiflex aluminum springboards. #66-231-330 (model B) 16'-0" Maxiflex. One meter Diving Board Stand. Durafirm #70-231-400 with bronze deck anchors, stainless steel thru rods, and concrete inserts. Provide guard rails at each side typ—a chain across guardrails at steps to prevent the use of, or secure apparatus.
 - R. **Dividing Apparatus Deck Anchors** and place anchors for one (1) one-meter diving apparatus. Anchors only for the second apparatus as part of the bid. The District would consider a second apparatus – budget permitting.
 - S. **Floating Water Polo Goals**- Antiwave Pro 1080AQ0620 Club Goal (floating) with waterpolo course lines: Anti-wave for sidelines and baselines with the appropriate goal line, 2m, 5m, and center line marks. As well as a baseline for penalty box and re-entry and reels to hold all lines when not in use.
 - T. **Waterpolo Demarcation Strips with Cones**. By S&R Sport or TruWest, of vinyl to lap over the cantilever and be storable and moveable. Two pair are required. (yellow & red) hinged.
 - U. **4'-6" Floating Buoy Line**: 75' twisted polyethylene rope (3/4") blue and white, with rope hook at each end (3/4"). And Polyethylene floats (3" x 5") at 24-inch centers with Lok-on keepers for each float.
 - V. **Bulkhead (Existing)** is a STARK Bulkhead of fiberglass, and it will need to be removed, protected, refurbished, and replaced at the end of work. 2045 69th Avenue N. E. in Arlington, Washington 98233 360 403 7707. A crane will be required to remove and replaced, and the bulkhead will need to be shipped to the factory for refurbishment.

PART 3- EXECUTION

- 3.01 Surface Conditions:
 - A. Inspection:
 - 1. Before installing the items of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
 - 2. Verify that the swimming pool equipment may be installed according to the original design, pertinent codes and regulations, and the manufacturers' recommendations.
 - B. Discrepancies:
 - 1. In a discrepancy, immediately notify the District's Representative.
 - 2. Only proceed with installation in areas of discrepancy once all such discrepancies are fully resolved.
 - 3. Failure to notify the Architect in writing of discrepancies shall constitute acceptance by the Installer of existing conditions as fit and proper to receive its Work.
- 3.02 Installation:
 - A. Supply and install swimming pool equipment strictly following pertinent codes and regulations, the

TOKAY HIGH SCHOOL POOL RENOVATION

Swimming Pool Equipment, Section 13 11 00

original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under hard use. Coordinate with other trades to ensure all embedded items are set plumb and flush. Railing ends must have anchor sockets and escutcheon plates. Be certain that deck equipment and railings are properly bonded before embedding.

3.03

Instruction:

- A. Upon final inspection and review by the Architect, carefully instruct the District's maintenance and operations personnel in the proper operation and maintenance of installed equipment.

END OF SECTION

DIVISION 13 - SPECIALTIES

SECTION 13 11 10: SWIMMING POOL MECHANICAL EQUIPMENT

PART 1 – GENERAL

- 1.01 Division 1 and the General Conditions apply to all Work of this Section.
- 1.02 Description:
- A. Work Included: Provide labor, materials, and equipment required to install swimming pool mechanical equipment as detailed on the Drawings and herein specified.
- 1.03 Quality Assurance:
- A. The swimming pool contractor/subcontractor shall perform all Work of this Section.
- B. References:
1. Reference
- C. Qualifications of Workers:
1. The contractor/subcontractor for this portion of the Work shall have been successfully engaged in the business of swimming pool mechanical equipment for at least five (5) years immediately before the commencement of this Work and shall demonstrate upon review of the District Representative that its' record of workmanship is satisfactory.
2. For actual construction operations, use only thoroughly trained and experienced workers who are completely familiar with the specified materials and methods.
3. Provide at least one person who shall be present during the execution of this portion of the Work, thoroughly familiar with the materials and methods specified, and who shall direct all Work performed under this Section.
- 1.04 Submittals and Substitutions:
- A. Provide submittals in conformance with the requirements of Section 01 30 00.
- B. Requests for substitutions shall be submitted in conformance with Section 01 30 00 requirements.
- 1.05 Product Handling:
- A. Delivery: Deliver materials to the Project Site in the Manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials undercover to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect swimming pool mechanical equipment before, during, and after installation and to Work on the installation of all other trades.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary upon review by the District Representative.

PART 2 - PRODUCTS

- 2.01 A. **Pool Circulation Pump Hair and Lint Strainer** – Stainless Steel ProStrainer TM "Standard" Series - Strainer – **PSV1010SC-B** with two (2) sets of stainless steel baskets - Paddock Pool Equipment Company Inc. or Neptune Benson, or ProStrainer. - coordinate influent and effluent ANSI flange size with the pump selected and specified. Include lid lifting davit typical.
- B. Strainer Body: Shall be constructed entirely of T316 stainless steel and no less than 1/8" thick. The unit shall be equipped with a 10" influent connection and a 10" effluent connection. The open area ratio of the influent pipe cross-sectional area compared to the area of the opening in the baskets shall not be less than 10.9 to 1 with the open area of the basket at 1228 sq. in. or 79% open.
- C. Fabrication / Welding: The welding process shall be TIG. All parts shall be fitted and welded following approved standard practices defined by the American Welding Society regulations regarding the TIG welding of stainless steel. The filler rod shall be 308 stainless steel or better. The assembly shall be sealed and purged with argon or other gas as approved by the AWS.
- D. Functionality: The strainer body shall be parallel to the direction of the entering fluid (36 inches from flange to flange). All entering fluid will be directed into either basket opening via the basket bulkhead plate. An integrated corrugated center divider protruding into the fluid stream will help capture large floating debris entering the strainer body. This solid partition between the baskets at the influent end shall also serve as a large debris-catching bar to reduce the risk of large debris

- plugging the baskets. The basket configuration shall be such that there will be no less than five uninterrupted flow paths which are 90% the length of the strainer body.
- E. Face Piping: The influent and effluent nipples and flanges will be T316 stainless steel. The flanges shall be no less than 1/4" thick with the bolt-hole pattern to match ANSI standards in size, dimension, amount, and location. The nipple shall be rolled to the standard ANSI pipe diameter and welded. The nipple shall be inserted 1/8" of an inch into the flange, and a continuous sealing weld shall be applied to connect the two.
 - F. Lid: The lid shall be a transparent acrylic sheet minimum of 1" thick around its perimeter edge. It will have a machined groove around the entire lower perimeter to allow the gasket to be glued to it for better and easier product serviceability.
 - G. Lid Bezel: The lid bezel shall be fabricated from one piece of 1/8" T316 stainless steel. The bezel shall be mechanically fastened to the lid with no less than sixteen (16) stainless steel Allen head screws.
 - H. Gasket: The gasket material shall be premium grade EPDM, Viton, or Neoprene. The gasket shall be .375" high by .375" wide, and its outside dimension shall conform uniformly to the dimensions of the lid receptor area. The gasket will be constructed of one single piece of material and not be mechanically connected or glued together at the corners. The lower outside perimeter of the gasket that rests against the surface of the lid plate shall be chamfered for a snug and uniform fit with the radius of the formed lid plate part.
 - I. Latching: Strainer shall include a lid securing system comprised of stainless-steel draw latches with a maximum working pressure of 300 PSI each and a burst pressure rating of 1200 PSI. Each latch body shall be TIG welded to the body of the ProStrainer™. There shall be no less than eight such latches to provide even and consistent realignment when the lid assembly is re-closed. Each draw latch shall be pressure adjustable and locking mechanism which is field adjustable. Each of these features shall be accomplishable without the use of tools.
 - J. Drain Assembly: Shall include one FPT half coupling welded to the influent lowest point on the strainer body to serve as a winterizing drain and clean out plug. A threaded brass or stainless plug screwed into it shall be accessed and serviced outside the strainer body.
 - K. Integral Mounting Bracket: The strainer influent and effluent endplates shall have an integral mounting bracket formed into a right angle. This angle shall extend to the edge of the widest portion of the strainer on each side. To accept mounting hardware, it shall have holes predrilled on both horizontal and vertical planes.

2.02 Pool Re-Circulation Pump

- A. Flooded Suction Pump, with components and material as follows:
 - 1) Casing – Ductile Iron (ASTM A48)
 - 2) Impeller – 316 Stainless Steel ASTM A276
 - 3) Shaft – 316 Stainless Steel
 - 4) Shaft Sleeve – 316 Stainless Steel
- B. Coating: All internal ductile iron-wetted parts shall be sandblasted and coated per the coating manufacturer's recommendations with Scotchkote 134 or an equal product.
- C. Casing
 - 1) The casing will be of the end suction design with a tangential discharge outlet. The suction and discharge shall be bolt-through flanged connections for suction piping diameters of 2" or greater. Flange connections shall be ANSI 125# rated with NPT gauge tapings.
 - 2) The casing shall have tapped and plugged holes for priming and draining. The casing bore shall be large enough to allow the "back pullout" of the impeller without disturbing the casing or suction and discharge piping. The casing shall be supported by casing feet to avoid pipe strain.
- D. Impeller: The impeller shall be of the enclosed type, vacuum cast in one piece. It shall be finished all over, the exterior being turned, and the interior is smooth and cleaned of all burrs, trimmings,

TOKAY HIGH SCHOOL POOL RENOVATION
Swimming Pool Mechanical Equipment - 13 11 10

- and irregularities. The impeller shall be dynamically balanced. The impeller will be keyed to the shaft and fastened with 316 stainless steel washers, gaskets, and cap screws.
- E. Mechanical Seal: Shaft sealing shall be accomplished by means of a John Crane Type 21 or equal mechanical seal with solid silicon carbide face/primary ring; solid silicon carbide seat/mating ring; 316 stainless drive band, retainer, and spring; and Buna-N elastomers.
- F. Shaft: The impeller shall be directly coupled to the 316SS motor shaft. The motor shaft shall be machined to provide a keyway and drilled and tapped to accept the impeller fastener. Stub shafts are not acceptable. Shaft to be fully grounded.
- G. Shaft Sleeve: To minimize shaft wear, the pump shaft shall be fitted with a 316SS shaft sleeve. The sleeve shall be sealed to the impeller hub by an O-ring and positively driven by a pin to the keyway. Adhesive compounds to fasten the sleeve to the shaft is not acceptable.
- H. Vertical 3801 pump shall be provided with a discharge-reducing elbow by ASC Pumping Equipment with internal epoxy coating. Refer to the schedule for size.
- I. Pump/motor must mount on the same plane and preserve the back-pull-out design. 316SS MOTORIZER shall be supplied when pump mounting feet and motor feet do not align in the horizontal configuration.
- J. Vertical pumps shall be supplied with a 316SS pedestal for vertical mounting.
- K. Pump nameplate shall be engraved via CNC on 316SS data plate.
- L. Motor
- 1) The motor shall be a NEMA-JM configuration motor meeting current NEMA Premium Efficiency Standards and shall be totally enclosed fan cooled (TEFC). NEMA –JP configurations shall only be used on large pumps (**Aurora 6x8x13.5 & 8x10x13.5**) only.
 - 2) The motor shall have a service factor of a least 1.15. The service factor is reserved for variations in voltage and frequency.
 - 3) Motor must be rated for use with a Variable Frequency Drive and meet the NEMA MG1 Standard, Part 30.
 - 4) Motors shall have 316SS shaft
 - 5) Motors must achieve 15:1 constant torque turndown.
 - 6) Motors shall come equipped with an internal shaft grounding brush.
 - 7) Motors Frames 326 and below shall have removable feet to achieve F1, F2, & F3 field convertible conduit box position.
 - 8) Motor Conduit box shall have NPT threaded entry
 - 9) The motor shall have a sufficient horsepower rating to operate the pump at any point on the pump's head capacity curve at full load speed (60 Hz) regardless of selected operating speed without overloading the nameplate horsepower rating of the motor, regardless of service factor. The vendor shall confirm that the motor current does not exceed allowable full load amperage at a reduced frequency. The vendor shall verify scheduled horsepower meets the above requirements. In no case shall the horsepower be less than indicated on the Drawings without specific approval from the Engineer.
 - 10) Electrical requirements including phase, frequency, and voltage are indicated on the Drawings. **230/460 – 60 Hz, 93.65/46.82 FLA, 94.1% EFF, Service Factor 1.15. @ 208v FLA is 103.554. 40 HP at 1,180 RPM 3phase.**
- M. ASC PUMP wet end, **3801-8X10X13.5 flow rated at 1,422 gpm @ 60 ft. TDH, 84.17% efficient, NPSH 7.34, 40HP single stage vertical pump, 208/230V, 3 phase, TEFC.** End suction, Pool Re-Circulation Pump, Vertical mounted centrifugal with TEFC Motor inverter-rated premium efficiency. Provide a housekeeping pad with seismic zone IV anchorage. Coordinate rotation and Motor feet are to be removable.
- N. Pump manufacturer to provide stainless steel mounting base 3/16" thick and predrilled for pump mounting.
- O. Provide a 5-year warranty covering material and workmanship
- P. Pump to be NSF certified.
- Q. Pump and VFD must be started at the same time.
- L. **8" dia to 10" dia** street "L" epoxy coated inside and out will be required to mate with the pump (may

vary based on the actual pump utilized).

- M. Paco-Grundfos, Series KPM- Vertical Pump model KPV 8015-3/4 at 1,187 RPM, 10" Suction and 8" discharge, 40HP at 1800 GPM, 60 TDH and 12ft NPSH at 480V, 3 phase is an acceptable alternative to the pump above.

2.03 Pool Filtration System

- A. General: Provide and install a fully automatic multiple filter tank system **STARK** or reviewed equal. **Paragon/Stark SS6-96-10A – 5 tanks with a 12-inch connection for 162 SF** total filtration area. Unistrut piping support details must be utilized to support the filter piping manifold. The filters and manifold with support must be provided, submitted, and specifically reviewed as part of the shop drawing process.
- B. The filter system specified under this Section shall be a fully automatic pressure, high-rate, permanent media filter.
- C. The filter system shall be the standard cataloged product of a company regularly engaged in manufacturing water filtration equipment with a minimum of five years of experience in manufacturing high-rate filters of this type for public and institutional applications. The filter system shall be of the horizontal type, suitable for a single grade of media. It shall be listed by the National Sanitation Foundation (NSF) for a maximum flow of 20 gallons per minute per square foot of filter area. **The filter system shall consist of horizontal filter tanks with internal distribution and collection systems, operating valves, filter control console, gauge panel, air relief system, and backwash sight glass.**
- D. The filter system shall consist of **6** high-rate permanent media filter tanks with a total effective filter area of **162** square feet. When operating at **1,800** gallons per minute or **11.11** GPM per square foot of filter area, the filter system will have a capacity of **filtering 648,000 gallons in 6 hours.**
- E. Filter Tanks: The filter vessel(s) shall be **36** inches in diameter with a side shell length of **96 inches**, allowing for ease of installation, specified flow and backwash rates, and ease of service. **27 SF per tank (6) = 162 SF total.**
- G. Internal Distribution and Collection System: The internal components shall be hydraulically balanced to prevent migration of the filter media during the filtration cycles and must uniformly fluidize the media in the backwash cycle without channeling or breakthrough at any one location.
1. The influent distribution system shall consist of no less than then (10) hydraulic distribution lenses, which shall be fabricated of ABS plastic and PVC pipe and fittings. Distribution systems consisting of slotted pipes, or splash plates, will not be acceptable.
 2. The collection system shall consist of a one-piece, molded collection header, schedule 80 piping, and molded ABS "V" slotted 12" long threaded laterals. The laterals shall be capable of retaining a # 30-grade filter media with minimum head loss. Laterals, which are made from plastic pipe with saw, cut slots, or covered pipes, will not be allowed. A minimum of twenty (20) molded laterals shall be utilized in each filter tank, assuring an even and complete fluidization of filter media during the backwashing cycle. The combined open area of the laterals shall not exceed a velocity of 6-feet per second at the designed filter flow rate. All internal components, including main headers, must be removable for repair and/or replacement should damage occur.
- H. Air Relief System: An internal automatic air bleed system shall be provided in the tank. An anti-plug protective shield screen shall be installed on each assembly. A manually operated external air relief valve shall be provided on the tank. $\frac{3}{4}$ " air/vacuum relief valve for each vessel with a manual valve.
- I. Winterizing/Drain and Media Dump Port: In the front of each vessel shall be located a $\frac{3}{4}$ -inch drain fitting, which shall allow the evacuation of all water from the tank to winterize or service. A $\frac{3}{4}$ -inch o-ring seal plug adapter shall be provided for ease of removal and replacement. No media shall be allowed to leave the tank during the draining process.
1. The media dump port shall allow for the removal of all filter media from the vessel within 30 minutes. This dump port shall be a minimum of 2-inches in diameter and shall be installed in the front of each filter vessel, allowing for easy access.
- J. Backwash Valving:

TOKAY HIGH SCHOOL POOL RENOVATION
Swimming Pool Mechanical Equipment - 13 11 10

1. Backwash Valve: Each filter vessel to have one (1) two-way, three-port 6-inch clear backwash valve. The valve body shall be transparent ABS with stainless steel shafts and fasteners. Diaphragm shall be scrim-reinforced EPDM with polyurethane side port seals. Victaulic-type couplers will be used at each valve port to connect to the filter tank and manifold piping. All stainless steel components used in this assembly shall be passivated and rinsed after forming and machining.
 2. The backwash valve will allow for continuous circulation pump operation during the cycling between filters and backwash of the filter system. This requirement prevents potential loss of circulation pump prime and/or damage to the boiler, chemical feed systems, and piping.
- K. Filter Control Console: Automated Controller to be a UL-listed unit (CS400) and consist of an electronic and reprogrammable microprocessor. The controller provides all automatic functions necessary to initiate backwash, triggered by any of the following modes: Differential Pressure only, time only, Differential Pressure or Time, and Differential Pressure and Time. The controller shall operate the filtration system and each filter separately and have an internal clock with a rechargeable battery backup and liquid crystal display. The controller shall be capable of reprogramming the number of filters, time of backwash, input power shall be 24-volt AC at 2 AMPs minimum, provided by an external step-down isolation class II transformer. The controller shall not be powered with more than 24 volts.
- L. Gauge Panel: A cast urethane gauge panel shall be mounted on the automatic filter control panel. It shall be fitted with two (2) 4-1/2 inch diameters, 0-100 psi pressure gauges, and a field settable differential pressure gauge/switch.
- M. Flow Sensor: A self-powered paddle wheel flow sensor with saddle fitting and 25-foot cable shall be incorporated to sense system flow and signal the control console.
- N. Hardware: All fasteners (nuts, bolts, washers) employed in the system shall be stainless steel plated.
- O. Service Access: Access to manholes, backwash valves, and filter control console shall be from the front of the filter system only and shall not require climbing over or around tanks, manifolds, or valves. The maintenance hole shall have a viewport (B4852VPU).
- P. Filter Media: Filter media shall be of a single grade and consist of uniformly graded, angular-shaped, crushed silica sand, which shall be free of limestone or clay. 216 cubic feet of filter media will be required. The media must be removable from the tank through the dump port and not require removal through maintenance holes or disassembly of face piping.
1. #20 Sand (Recommended for general purpose use) white in color. Filter media shall be Grade #20, effective size .45 millimeters with a uniformity coefficient of 1.5 maximum.

MEDIA ANALYSIS

| Sieve No | | Percent Retained On |
|-----------|------------------|---------------------|
| US Series | MM Opening | Sieve (By Weight) |
| 20 | 0.899 (0.333 in) | 2 |
| 30 | 0.589 (0.023 in) | 58 |
| 40 | 0.417 (0.016 in) | 36 |
| 50 | 0.295 (0.012 in) | 4 |

- Q. Pressure Amplification System: (existing – reuse after reinstallation) The pressure amplification system shall consist of a centrifugal pump, hydro-pneumatic pressure sustaining tank, adjustable pressure switch, 50 feet of 3/8 inch Nylo Seal® tubing and all necessary tubing connectors.
1. Pump: The pump housing shall be manufactured of close-grained cast iron, and the impeller shall be molded of Lexan®. A mechanical seal shall be provided between the pump housing and the motor. The seal shall be a precision lapped, highly polished carbon-ceramic stainless steel shaft seal, assuring drip-proof protection. The motor shall be a 1/2 HP, single-phase, 60 cycles, 3450 RPM, suitable for service with the 115-volt filter control console. The motor shall be a NEMA 'C' face flange mounting with a drip-proof enclosure. The motor shall be equipped with sealed ball bearings to provide for smooth, quiet operation. The booster pump shall be performance rated at 5 gallons per

- minute at 80 feet of head.
2. Tank: Pressurized water shall be contained in a hydro-pneumatic steel tank, which shall be lined with an epoxy coating. The tank will employ a flexing diaphragm separating wet and dry chambers. The steel tank shall be designed for a maximum working pressure of 100 psi. The tank connection shall be 3/4" NPTM.
 3. Pressure Switch: A pressure switch shall be mounted directly to the pump motor and rated for operating a single-phase 1-1/2 HP motor at 115 volts. The switch will allow for adjustment of cut-in and cut-out pressure.
 4. Check Valve: A 1/2-inch spring-loaded check valve shall be supplied as part of the assembly. The check valve shall be installed on the pump suction and designed to retain water pressure accumulated within the amplification system.
 5. Tubing and Fittings: Fifty (50) feet of 3/8 inch Nylo Seal® tubing and all necessary tubing to pipe fittings shall be supplied for the connection of the pressure amplification system to the filter system and the filter control console.
 6. Finish: The entire system shall be coated with an industrial-grade polyurethane high gloss protective finish, similar in color to the filter system.
- S. Field Pressure Test: Once installed, the system shall be capable of withstanding, without damage or leakage, a 24-hour hydrostatic pressure test at a static load of at least 100 pounds per square inch.
- T. Packaging: To protect and safeguard all filter system components, they shall be supplied in wooden crates to facilitate shipment, handling, and/or storage on the job site.
- U. Instructions: The filter system shall supply a printed and bound operating, installation, and service manual with an exploded parts list.
- V. Certification: Certified engineering drawings and calculations will be required for the structural strength of filter tank(s) and seismic loads. Proof of National Sanitation Foundation (NSF) and Underwriters Laboratories (UL) listings specified above will also be required.
- W. Warranty: A 15-year unconditional, non-prorated, Manufacturer's Warranty shall be provided, covering all components of the filter systems specified herein (Warranty to include labor).
- X. Face Piping Support: See Unistrut as specified in Section 15090. Filter manufacturers must submit calculations showing that face piping does or does not need external support to resist seismic and lateral loading and, according to submitted calculations, place supports as required.
- 2.04 **Pool Automated Control System (existing – to be reused)**
- A. Santa Barbara Control Systems - **Chemtrol, P.C. 7000** with backwash, heater temperature control, and VFD integration.
 - B. [Provide Automated Control System with AQUIFY Magnetic Flow Sensor FLW-MTR-B for 12" pipe flow sensor mounted per Manufacturer's recommendations. Provide with proper diameter pipe saddle. \(new equipment\)](#)
 - C. An integrated electronic system shall be furnished to continuously monitor and control the pH level and chlorine residual of swimming pool water.
 - D. Submittal data shall include complete documentation relating to all the specified features and include the manufacturer's sales literature, engineering drawings, and installation, operation, and maintenance manuals.
 - E. Description:
 1. The controller shall be provided in a wall-mountable corrosion-proof non-metal cabinet with a key lockable, windowed door. The display panel shall continuously indicate pool water pH and chlorine levels.
 2. Controller shall be provided with audible and visual high and low pH and high and low chlorine alarms. A high pH alarm shall prevent soda ash or hypochlorite feed. Low pH alarms shall prevent acid feed or gas chlorine feed. Any of these alarms shall activate a remote master alarm signal.
 3. System shall be provided with a paddlewheel-style flow switch with a see-through cover and "on stream" light. Flow switch shall be non-corrosive, low voltage, and be designed to be incapable of failing in the "on stream" mode.

TOKAY HIGH SCHOOL POOL RENOVATION
Swimming Pool Mechanical Equipment - 13 11 10

4. Controller shall be equipped with an internal solid-state overfeed circuit that shall disable the appropriate chemical feeder(s) and energize an alarm circuit in the event of electrode failure, chemical feeder malfunction, improper valving of recirculation system, or depletion of chemical supply.
5. The controller shall receive a circuit board that will allow the user to communicate with the controller from a remote location via a computer interlink.
6. The entire controller shall be listed by Underwriters Laboratories Inc. (UL).
7. Controller shall carry a five-year warranty.
8. Ethernet connection board with connection to campus internet – password protected.

2.05 Swimming Pool Heater(s)

K. Manufacturer

1. Raypak, Inc.
2. Contact: 2151 Eastman Ave., Oxnard, CA 93030; Telephone: (805) 278-5300; Fax: (800) 872-9725; Web site: www.raypak.com
3. Product: Raypak **XHTERM Model 3505, 2,925 lbs** with 10" flue and external titanium heat exchanger. 2.5-inch natural gas supply with a regulator. Interlock fireman switch with the automated controller. Install with manufacturer-supplied booster pump. Electrical supply, gas, and venting per manufacturer recommendations. To be seismically restrained. Regulator to be within six feet of heater. Condensing cupro-nickel finned-tube pool heater with external **Titanium tube style heat exchanger**
4. One (1) required or reviewed equally
5. With Tube style titanium external heat exchanger with CU domestic water supply per manufacturers installation instruction.
6. AQMB Compliance and certification required
7. Warranty as supplied by the Heater manufacturer.

Swimming Pool Boiler,

A. Manufacturer

1. Raypak, Inc.
1. Contact: 2151 Eastman Ave., Oxnard, CA 93030; Telephone: (805) 278-5300; Fax: (800) 872-9725; Web site: www.raypak.com
2. Product: **XTHERM H 2005A** condensing cupro-nickel finned-tube pool heater
3. **TWO (2)** required to work in conjunction or separately – cascading with control, with VERSA IC equipped heaters as followers to the master unit with a 2-wire shielded cable, to be provided to the front mounted low voltage wiring board. Contractor to designate a cascade master heater and set all the other heaters as followers. Each with equal run-time rotation.
4. Or reviewed equal.

B. Heater

1. The Heater (s) shall fire with natural gas at a rated input of **2,000,000_BTU/hr.** (.999 MBTUH input)
2. The Heater (s) shall be CSA tested and certified with a minimum thermal efficiency of 97 percent.
3. The Heater (s) shall be ASME inspected and stamped, and National Board registered for 160 PSIG working pressure and 190°F maximum allowable temperature, complete with a Manufacturer's Data Report.
4. The Heater (s) shall have a floor loading of 97 lbs./square foot or less — weight in operation of **1,930 lbs.**
5. Dimensions (**81 1/8" tall, 31 1/8" wide & 91" deep**) Heater shall have a **2" N. G.** connection, **8"** dia flue, 12 amps boiler, **8-inch** water inlet, and outlet, and 10 amp booster pump. 120v single phase. 125 psi T&P Valve
6. Primary Heat Exchanger
 - a. The heat exchanger shall be of a single-bank, vertical multi-pass design and shall completely enclose the combustion chamber for maximum efficiency. The

- tubes shall be set vertically and shall be rolled into a powder-coated ASME heater quality, carbon steel tube sheet.
- b. The heat exchanger shall be sealed to 160 PSIG rated bronze headers with silicone "O" rings, having a temperature rating of over 500°F.
 - c. The low water volume heat exchanger shall be explosion-proof on the waterside and shall carry a twenty-year warranty against thermal shock.
 - d. The headers shall be secured to the tube sheet by stud bolts with flange nuts to permit inspection and maintenance without the removal of external piping connections. A heavy gauge stainless steel slotted heat exchanger wrap shall ensure proper combustion gas flow across the copper-finned tubes.
 - e. The Heater (s) shall be capable of operating at inlet water temperatures as low as 120°F without harmful condensation.
 - f. The heater(s) flue connection, combustion air opening, gas connection, water connections, and electrical connections shall be located on the rear.
 - g. The primary heat exchanger shall have accessible heater drain valves with hose bibs to drain the water section of the primary heat exchanger.
7. Secondary Heat Exchanger
- a. The secondary heat exchanger shall be of a single-bank, multi-pass design constructed of stainless steel and bears the ASME U Stamp.
 - b. The heat exchanger shall be capable of operating at inlet water temperatures as low as 50°F.
8. External Heat Exchanger
- a. To be indirect, Titanium Tube type heat exchanger.
 - b. Hard drawn copper "L" connection to the boiler with valves and bypass
 - c. Temperature control
 - d. Scale reduction pump
 - e. Modulating temperature control valve
 - f. BMS ready with Modbus built-in to modulate valves.
9. Condensate Drain
- a. The Heater (s) will feature a condensate drain switch, which will shut down the Heater (s) if the condensate drain is blocked—plumbed to a floor drain. The condensate line will have an acid neutralization component between the Heater and the drain to keep acid from the sanitary sewer piping.
- C. Burner
1. The combustion chamber shall be of the sealed combustion type employing the Raypak high-temperature FeCrAlloy woven mesh burner, mounted in a vertical orientation.
 2. The burner must be capable of firing at both a complete blue flame with maximum gas and air input as well as firing infrared when gas and air are reduced. The burner must be capable of firing at 100% of rated input when supplied with 4.0" WC of inlet gas pressure, to maintain service under heavy demand conditions; no exceptions.
 3. The burner shall use a combustion air blower to precisely control the fuel/air mixture for maximum efficiency throughout the entire range of modulation. The combustion air blower shall operate for a pre-purge period before burner ignition and a post-purge period afterburner operation to clear the combustion chamber.
 4. The blower shall infinitely vary its output in response to a 4-20 mA signal supplied directly from the PID modulating temperature controller, thereby electronically and precisely adjusting the volume of air and gas supplied for combustion. The minimum fire shall be 25 percent of rated input.
- D. Pilot Control System
1. The Heater (s) shall be equipped with a 100 percent safety shutdown.
 2. To ensure consistent operation, The ignition shall be Hot Surface Ignition type with full flame rectification by remote sensing separate from the ignition source, with a single-try-for-ignition sequence.

3. The igniter will be located on the side of the heat exchanger to protect the device from condensation during startup.
 4. The ignition control module shall include an LED that indicates six (6) individual diagnostic flash codes.
 5. An external viewing port shall be provided, permitting visual observation of burner operation.
- E. Gas Train
1. The Heater (s) shall have a firing/leak test valve and pressure test valve as required.
 2. The Heater (s) shall have a dual-seated main gas valve.
 3. Gas control trains shall have a redundant safety shut-off feature, main gas regulation, shut-off cock, and plugged pressure tapping to meet the requirements of ANSI Z21.10.3/CSA 4.3.
- F. Heater Control
1. The following safety controls shall be provided:
 - a. High limit control with manual reset
 - b. A flow switch mounted and wired
 - c. 125 PSIG ASME pressure relief valve, piped by the installer to an approved drain
 - d. Temperature and pressure gauge (shipped loose)
 2. The Heater (s) shall be equipped with a PID modulating temperature controller with an LCD that incorporates an adjustable energy-saving pump control relay and is factory mounted and wired to improve system efficiency; three water sensors included. (system sensor is loose)
- G. Firing Mode:
1. Provide electronic modulating control of the gas input to the Heater.
- H. Heater Diagnostics
1. Provide external LED panel displaying the following heater status/faults:
 - a. Power on - Green
 - b. Call for heat - Amber
 - c. Burner firing - Blue
 - d. Service - Red
 2. Provide internal circuit board indicating the following safety faults by the LED signal:
 - a. System enabled
 - b. Manual reset hi-limit
 - c. Auto-reset hi-limit (optional)
 - d. Low water cut-off (optional)
 - e. Blocked vent
 - f. Low gas pressure switch (optional)
 - g. High gas pressure switch (optional)
 - h. Air pressure
 - i. Flow switch
 - j. Ignition lockout
 3. Provide ignition module indicating the following flash codes by the LED signal:
 - a. 1 flash – low air pressure
 - b. 2 flashes – flame in the combustion chamber w/o CFH
 - c. 3 flashes – ignition lockout (flame failure)
 - d. 4 flashes – low hot surface igniter current
 - e. 5 flashes – low 24VAC
 - f. 6 flashes – internal fault (replace module)
- I. Combustion Chamber:
1. The combustion chamber wrapper shall be sealed to reduce standby radiation losses, reducing jacket losses and increasing unit efficiency.
- J. Cabinet
1. The corrosion-resistant galvanized steel jackets shall be finished with a baked-on powder

- coat, which is suitable for outdoor installation, applied before assembly for complete coverage, and shall incorporate louvers in the outer panels to divert air past heated surfaces.
2. The Heater (s), if located on a combustible floor, shall not require a separate combustible floor base.
 3. The Heater (s) shall connect both the combustion air and flue products through the back of the unit.
 4. The Heater shall have as standard, an internal, combustion air filter rated to MERV 8 (>95% arrestance).
- K. Pool Heater Pump
1. Heater equipped with a factory-packaged pump system
- L. Cold Water Protection System
1. The Heater (s) shall be configured with a cold water protection automatic proportional bypass system that ensures the primary heat exchanger will experience inlet temperatures over 120 degrees F in less than 7 minutes to avoid damaging condensation.
 2. The cold water protection system shall be configured with one variable-speed Pump that is controlled by a system-matched PID control that injects the correct amount of cold water directly into the heater loop to maintain the required minimum inlet temperature. The PID controller temperature sensor shall be located in the inlet header of the Heater.
- M. PVC Vent adapter
1. The pool heater (s) shall be configured with a PVC vent adapter that allows the use of PVC vent material with the pool heater return. Wherein the water temperature does not exceed 104 degrees F. The PVC vent adapter shall be factory mounted to the pool heater flue outlet, and the vent termination adapter shall be shipped loose inside the pool heater crating for field installation.
 2. The PVC vent adapter shall include a 162-degree F flue temperature limit mounted to the pool heater flue outlet and interlocked into the pool heater safety circuit.
 3. The pool heater shall also have a 175-degree F manual high limit factory mounted into the pool heaters outlet header and interlocked into the safety circuit of the water heater.
 4. The Heater (s) shall meet safety standards for direct vent equipment, as noted by the 2023 Uniform Mechanical Code, sections 703.3 and 1106.6, and ASHRAE 15-1994, section 8.13.6.
- N. Pool heater operating controls
1. The pool heaters (s) shall feature a modulating digital controller, mounted and wired.
 2. The pool heater (s) shall be furnished with the sales order, ASME Manufacturer's Data Report, inspection sheet, wiring diagram, rating plate, and installation and operating manual.
- O. Source Quality Control
1. The Heater (s) shall be completely assembled, wired, and fire-tested before shipment from the factory.
 2. The Heater (s) shall be furnished with the sales order, ASME Manufacturer's Data Report, inspection sheet, wiring diagram, rating plate, and Installation and Operating Manual.
- P. Installation
1. Must comply with:
 2. Local, state, provincial, and national codes, laws, regulations, and ordinances
 3. National Fuel Gas Code, NFPA 54/ANSI Z223.1 – latest edition
 4. California Electrical Code, 2022 edition
 5. Canada only: CAN/CGA B149.1-2 Installation Code and CSA C22.1 CEC Part I
 6. Manufacturer's installation instructions, including required service clearances and venting guidelines
 2. Manufacturer's representative to verify the proper and complete installation.
- Q. Startup
1. Shall be performed by Raypak factory-trained personnel.

2. Test during operation and adjust if necessary:
 - a. Safeties
 - b. Operating Controls
 - c. Static and full load gas supply pressure
 - d. Gas manifold and blower air pressure
 - e. Amp draw of blower
 3. Submit a copy of the startup report to District Representative.
- R. Training
1. Provide factory-authorized service representative to train maintenance personnel on procedures and schedules related to startup, shutdown, troubleshooting, servicing, and preventive maintenance.
 2. Schedule training at least seven days in advance.
- S. Heater work shall comply with:
1. ANSI Z21.10.3/CSA 4.3
 2. ASME, Section IV and VIII
 3. 2006 UMC, Section 1107.6
 4. ANSI/ASHRAE 15-1994, Section 8.13.6
 5. National Fuel Gas Code, NFPA 54/ANSI Z223.1
 6. CEC 680,
 7. ASME CSD-1, 2009 (as required)
- T. Submittals
1. Product data sheet (including dimensions, rated capacities, shipping weights, accessories)
 2. Wiring diagram
 3. Warranty information
 4. Installation and operating instructions
 5. Seismic restraint & mounting rack
 6. Natural Gas Regulator
 7. Type "B" or another type venting as recommended by the Manufacturer
 8. Show interconnection with an automated controller
 9. Fireman's switch
 10. Pipes to connect and bypass and mixing valves (diagramed)
 11. Titanium Heat Exchanger data sheet (including dimensions, rated capacities, shipping weight, and accessories).
- U. Quality Assurance
1. Regulatory Requirements
 - a. ANSI Z21.10.3/CSA 4.3
 - b. Local and national air quality regulations for low NOx (0-30 PPM NOx emissions) heaters
 - c. Permitting through County AQMB if required.
 2. Certifications
 - a. CSA
 - b. ASME HLW Stamp and National Board Listed
 - c. ISO 9001
 - d. By Local AQMB
- V. Warranty
1. Limited one-year warranty from date of installation
 2. Limited twenty-year thermal shock warranty
 3. Limited five-year heat exchanger warranty
- 2.06 Pool Chlorine Feed,**
- A. Pool Calcium Hypochlorite Feed system, Accu-Tab. (Existing to be removed, protected and reincorporated into new work in a new location.

- 2.07 Pool pH control and CO2 feed storage and system, (Existing)**
- A. Pool Carbomax 750 quantity of four (4) Hydrochloric Acid Feed system, to be removed, protected and reinstalled in new location.
 - B. Dilute Hydrochloric Acid 10-15% 30-gallon Carboys, a quantity of two (2) to be removed, protected and reinstalled in new location.
 - C. MTS CO2 and Acid feeder quantity of two (2) to be removed, protected and reinstalled in new location. The booster pumps which also exist will need to be reinstalled and the entire system made to function again.
- 2.08 Automated fill,**
- A. 1 1/2" dia., Cla-Val with modulating float valve #428-01 (Hytrol Main valve 100-02, CF1-C1 Float Control & CK2 isolation valve). Water Make-up in stilling well with Cla-Val Float Control connected mechanically to RPBFP with manual bi-pass and solenoid valve on domestic water supply. 2" dia. Water supply.
- 2.09 Sump Pump;**
- A. Hydromatic SP50AB with mercury float switch – Bronze housing with 2" dia. discharge and one-way check valve immediately above the effluent outlet to prevent backflow.
 - B. Heavy duty submersible pump ½ HP motor, 115v single phase, 12.0 FLA, 1750 RPM, constructed of heavy-duty bronze construction (77lbs). The pump is a high capacity, non-clog, bronze impeller threaded to a stainless-steel shaft and precision, carbon, and ceramic faced mechanical shaft seals providing for long and leakproof life.
 - C. The motor is oil-filled for superior cooling and affords permanent lubrication of the shaft and bearing.
 - D. Water level is controlled by a diaphragm type pressure switch, sealed in a watertight bronze housing. Double diaphragm construction prevents liquid or foreign matter from entering the switch.
- 2.10 Reducing elbow, (street "L" with ANSI Flanges)**
- A. Flanged ductile iron 10" to 12" reducing 90° elbow (street "L") with flanged support base anchored to the concrete equipment pad on the floor. All surfaces shall have a 3M scotch coat epoxy finish. As manufactured by Smith-Cooper, Tyler/Union or Sigma or approved equal if approved in advance of bidding, see General Conditions. One (1) required
 - B. 250 PSI, ANSI certified and UL Listed.
 - C. Cast Iron with ANSI Flanges. (243 lbs)
- 2.11 Emergency eyewash,**
- A. Emergency eyewash with shower and anti-corrosion finish. Place hose bibb with vacuum protection on the column for purging and washing down of mechanical room floor—Haws 8309CRP corrosion resistant with ABS shower head and eye/face wash with foot paddle or Bradley #S19314AA2ABAAOO as manufactured by Bradley or approved equal if approved in advance of bidding. One (1) are required.
- 2.12 Flowmeter,**
- A. Part of Filter AQUIFY magnetic flow sensor FLW-MTR-B for 12 inch pipe. interconnected to the automated controller, One (1) is required.
- 2.13 Pump Control / Variable Frequency Drive Pump Control / Variable Frequency Drive,**
- A. The controller shall be one complete integrated control system capable of providing a constant flow rate to the pool by automatically controlling the circulation pump motor speed throughout all phases of the filtration cycle, including normal filtration, backwash, and slow down periods. The unit shall meet the following requirements.
 - 1. The unit shall be sized to meet the circulation pump horsepower and operating voltage. Provide drive with a manual bypass and size for the horsepower of the pump served.
 - 2. The unit enclosure shall be a NEMA 12 lockable enclosure.
 - 3. The unit shall be fitted with a fan and filter unit sized to provide adequate CFM to provide the necessary cooling of all integral components.
 - 4. The unit shall be fitted with a type L door-mounted circuit breaker disconnect.
 - 5. The unit shall be fitted with an Adjustable frequency drive with a graphics display terminal.
 - 6. The PUMP CONTROL shall be fitted with a control circuit transformer

7. The PUMP CONTROL shall be fitted with an optimized drive reactor 3% impedance, and UL listed, voltage, and horsepower rated.
 8. The unit shall be fitted with a programmable digital time clock. The time clock shall have a minimum of (8) ON and (8) OFF operations.
 9. The PUMP CONTROL shall be fitted with a programmed logic control PLC.
 10. The PUMP CONTROL shall be fitted with (2) magnetic contactors.
 - a. Drive output contactor
 - b. Bypass output contactor
- B. Operation:
1. The PUMP CONTROL shall be capable of operating in a minimum of (7) different modes. These modes shall be easily accessible to the operator via a panel-mounted selector switch. Changing modes shall not require any additional adjustment or programming.
 2. The different modes of operation shall be:
 - a. By-Pass: Full across the line starting that bypasses the variable drive functions. Motor protection is provided through the overload block
 - b. Off: selector switch position to turn of circulation pump when cleaning inlet strainer basket or to perform other routine maintenance.
 - c. Automatic: Provides complete automatic operation of the circulation pump during all operational phases. The PUMP CONTROL shall maintain the normal filtration flow rate whenever the user-supplied pump run signal is connected and powered. The pump run signal shall be either 120V or 24 VAC. The PUMP CONTROL shall automatically switch to a different preset backwash speed whenever the pump run signal is active, and the backwash signal is connected and becomes powered. The backwash signal shall be either 120V or 24VAC. The PUMP CONTROL shall be capable of handling different input signals from either source (mixing and matching)
 - d. Automatic plus: Provides the operation as described in item 'c' above. In addition to normal automatic operation, the PUMP CONTROL shall be capable of slowing down the circulation pump during hours of pool non-operation. The timing of the slow-down periods shall be programmed during startup by a qualified factory-trained manufacturer's representative via the digital time clock (2.08).
 - e. Normal filtration: Provides continual operation at the normal filtration flow rate.
 - f. Manual backwash: Provides continual operation at the backwash speed
 - g. Normal filtration plus: Provides operation at the normal filtration flow rate or the plus flow rate as determined by the digital time clock. The timing of the slow-down periods shall be programmed during startup by a qualified factory-trained manufacturer's representative via the digital time clock.
- C. Speeds:
1. The PUMP CONTROL shall be capable of operating at a minimum of (3) three distinct operating speeds.
 - a. Normal Filtration Speed: This shall be a variable speed that maintains the required flow rate during normal pool operation.
 - b. Plus Speed: This shall be a variable speed that maintains a reduced flow rate during times of pool non-operation.
 - c. Backwash Speed: This preset speed shall match the circulation pump flow to the optimum filter backwash flow rate.
- D. Documentation:
1. The authorized supplier for the PUMP CONTROL shall provide a complete instruction, operation, and maintenance manual. The instruction manual shall include installation instructions, daily operating instructions, and recommended maintenance schedule.
- E. Startup and training:

1. A site-specific/ site-local factory-authorized and trained service specialist shall provide system startup and training. The startup shall include adjustments to the PUMP CONTROL system and its controlling components, calibration and setup of the control system, and instructions to the owner/operator of the system's workings. Factory Local factory representation for the products contained herein is mandatory.
- F. The PUMP CONTROL system shall be a Pentair AcuDrive XS unit or approved equal if approved in advance of bidding. See General Conditions. One (1) required, including bypass and lockout in a listed cabinet. 40 HP to match pump HP
- 2.14 Valves:
- A. Gate Valves: PVC body, CPVC-SBR lined, Non-rising stem with position indicator, Size 1 ½ thru 14 inch – coordinate size to larger of two pipes (influent & effluent sides of the valve) Asahi or approved equal. (not for gas)
 - B. Butterfly Valves: PVDF body, PVDF disk, Teflon seals, Lever or Gear (as shown on plans), Damper Style Butterfly Valve, water style for ANSI Flat-face Flanges. – coordinate size to larger of two pipes (influent & effluent sides of the valve) Asahi or reviewed equal—gear valves 6 inches and over.
 - C. Check Valves: Wafer-type, epoxy-coated cast or ductile iron body, 316 stainless steel plates and shaft, Viton seat material. Centerline, Metraflex, or approved equal.
 - D. Surge Chamber Float Valve: 12" dia. EPD Butterfly Float Control Valve, as manufactured by the Environmental Products Division of Doughboy Recreational, Rancho Cucamonga, CA, or reviewed equally.
 - E. Surge Chamber Isolation Valve: Tapped lug type, bronze body, stainless steel stem, bronze disc, phenolic backup ring, EPT seat material. Provide stainless steel shaft extension, shaft housing, and hand-wheel / gear operator located from the roof of the surge tank floor level with mounting hardware as required. Demco Series N.E., Bray, or reviewed equally. Handle extension by Neptune Benson—one extension for each valve typ.
 - F. RP Backflow Preventer: Febco #835-B for 2" and smaller; #825 for 2-1/2" and larger. Febco, Watts, or approved equal.
 - G. Make-up Water Control: CLA-VAL with a float in stilling well. See 2.09
- 2.15 Pressure Gauges:
- A. 4" dial, bottom connection, chrome ring, and shut-off cock. Under design conditions, ranges shall be selected to indicate between mid-point and two-thirds of the maximum range—Marsh, Terrice, or approved equal. Stainless Steel Case – liquid-filled. (D80) two (2) required – one vacuum & one pressure.
- 2.16 Pipe Hangers and Supports: **See 22 05 29**
- A. General:
 1. Use Kin-Line, Grinnel, Uni-strut, or approved equal.
 2. Support all pipelines individually with hangers, each branch having at least one hanger—lateral brace as noted and required.
 3. Support piping near the floor with steel stanchions welded to end plates secured to the pipe and floor.
 4. Support vertical piping at each floor level. Isolate copper from steel supports with vinyl electrician's tape around the pipe and coupling. Install coupling in piping at each support. Coupling shall rest on and transmit load to support.
 5. Use Stoneman "Trisolator," Unistrut, or approved equal isolators at each hanger and other support points on bare copper tubing system.
 6. space hangers four (4) feet apart for PVC pipe. Space hangers for horizontal pipes at a maximum of six (6) feet for copper 2" and smaller and for steel 1-1/4" and smaller; ten (10) feet for copper 2-1/2" and larger and for steel 1-1/2" and larger.
 7. Size hanger rods, screws, bolts, nuts, etc., according to the Manufacturer's sizing charts.
 8. Trapeze hangers may be used for parallel lines.
 9. Use stainless steel (T304) hangers, attachments, rods, nuts, bolts, and other accessories in the pool mechanical room, high-humidity areas, and elsewhere

10. Lateral Bracing: To prevent swaying of the piping systems, provide angle bracing and anchors into the wall or overhead framing. Piping shall be braced or anchored in such a way as to resist a horizontal force of 50% of its operating weight in any direction.
 11. Do not use wire or other makeshift devices for hangers.
- 2.17 Sleeves and Water-stops:
- A. Provide sleeves where Work of this Section passes through fire-rated partitions, floors, ceilings, concrete slabs, or the exterior of the structure. Caulk clearance space using sealant appropriate for application conforming with the Manufacturer's recommendations and Title 24 of the California Code of Regulations. In lieu of sleeves and caulking, "Link Seal" products may be used—3 m, Dow Corning, or approved equal.
 - B. Provide prefabricated water stops as indicated on the Drawings at all pipe penetrations through structures containing stored water (i.e., swimming pools, balance/surge tanks, etc.) to ensure leak-proof seals.
- 2.18 Ladder Rungs @ 12" o.c. from the floor – PVC coated, M&S Industries, Lincoln #P-14850 or equal, 3 5/8" embed – epoxy anchored. Typ.
- 2.19 Misc. Equipment:
- A. See keynotes on SPM2-1 for additional equipment hardware, gauges, valves, fittings, and their locations.

PART 3 - EXECUTION

- 3.01 Surface Conditions:
- A. Inspection:
 1. Before installing the items of this Section, carefully inspect the Work of other trades and verify that such Work is complete to the point where this installation can properly commence.
 2. Verify that swimming pool mechanical equipment can be installed following the original design and all referenced standards.
 - B. Discrepancies:
 1. In a discrepancy, immediately notify the District Representative.
 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
 3. Failure to notify the District Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.
- 3.02 Installation:
- A. Supply and install all swimming pool mechanical equipment items in strict accordance with all applicable codes and regulations, the original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under hard use.
 - B. All equipment shall be braced and/or anchored to resist a horizontal force acting in any direction using the criteria shown on the Drawings.
- 3.03 Instruction:
- A. Upon final inspection and approval of the Owner's Representative, carefully instruct the Owner's maintenance and operations personnel in the proper operation and maintenance of installed equipment.
- 3.04 Clean-Up:
- A. Upon completion of the swimming pool mechanical equipment, remove all debris, materials, and equipment occasioned by this Work.

END OF SECTION

DIVISION 13: SPECIALTIES

SECTION 13 11 20 - SWIMMING POOL START-UP AND OPERATIONS

PART 1- GENERAL

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

1. Provide start-up and operation instructions to District and properly balance pool chemistry upon start-up. Include an operations manual and maintenance instructions and catalog cuts of all equipment provided, warranty and guarantee information, and product supplier point of contact information. Also include MSDS sheets for all materials provided, especially the chemicals.

1.03 Quality Assurance:

- A. Retain a qualified chemistry consultant, familiar with the operation and maintenance of aquatic facilities, to supervise and properly balance pool chemistry.
- B. Demonstrate to the Architect and appropriate officials that all systems are fully operational and that calcium hardness, chlorine residual, and pH levels are within specified limits.
- C. Standards: The contractor shall furnish labor and chemicals to condition the water properly to the following specifications until the plaster is cured. The shortest time will be 14 days from filling the pool if chemicals are balanced and County Health Department has provided an operating license:
 1. Chlorine Residual: between 1.00-0 ppm
 2. pH Factor: between 7.2 to 7.4

1.04 Equipment Activation:

- A. All water chemistry and mechanical filtration equipment shall be operational. Water needs to be re-circulated upon filling the pool, as part of the initiation of maintenance and operations. Chemicals and other related support items supplied by Contractor shall be in supply at start-up and ready for usage should it be deemed necessary.
- B. Startup and provide qualified personnel to operate pool equipment. During this time, instruct and supervise the District's personnel in the various operating and maintenance techniques. The Pool Contractor shall be responsible for the supply of chemicals during this minimum fourteen (14) day period. When turnover occurs to the District occurs, chemical storage tanks shall be full. If the District's personnel remain untrained, the Contractor will continue the pool operation until the District can safely operate. Operation manual and valve chart should be in place for this to occur.
- C. The Contractor shall provide a person to brush (twice daily) and clean & vacuum the pool during these fourteen days. Any dirt or debris should be removed as soon as noticed during this period, as stains made in new plaster will tend to be permanent.

PART 2- PRODUCTS

- A. Prepare for and provide pool fill water on time and rate.
- B. Provide a licensed surveyor's written documentation that the competitive distances are accurate.
- C. Provide security during pool fill if deemed necessary by the Contractor.

PART 3- EXECUTION

- A. Leave decks clean, pool clean and free from debris.
- B. Have water in complete balance and all systems functioning without leaks.

END OF SECTION

DIVISION 13 – SPECIAL CONSTRUCTION
SECTION 13 11 30 - POOL TIMING SYSTEM

PART 1- GENERAL

1.01 DESCRIPTION

- A. Provision and installation of an electronic timing and scoreboard system with multi-sport capability used for practice pacing and instruction, competitive swimming events, diving, water polo, and synchronized swimming.
- B. Starting system integrated with electronic timing, relay judging platforms, and scoreboard system.

1.02 RELATED SECTIONS

- A. Division 26 – Electrical.
- B. Division 27 – Communications (where applicable)
 - 1. Ethernet connectivity required for timing connections

1.03 ACCEPTABLE MANUFACTURER

- A. Daktronics

1.04 JOB CONDITIONS

- A. The system must integrate with existing Daktronics equipment when present.
- B. Contractor to verify fitment of existing touchpads for all lanes, including fitment on bulkhead(s), cross course(s), and headwall(s). Touchpads are required to mount flush to the pool wall across their entirety. Contractor to advise Manufacturer of any obstructions that would result in touchpad failure to mount flush to pool wall ten days before the bid date.
- C. Contractor to verify fitment of Relay Judging Platforms (RJPLD-xx) with specified starting blocks. RJPLD's fitment must be confirmed for all possible configurations of the specified starting block, including block adjustments such as foot wedges, grab handles, etc.

1.06 WARRANTIES

- A. The contractor shall confirm that the original Daktronics warranty is still in effect upon the completed re-installation of all systems in this section for one year.
- B. The Contractor shall ensure that the scoreboard, computer console, touchpads, and starting system are all working upon completion of the Work.

PART 2 - PRODUCTS

2.01 GENERAL DESCRIPTION: (DAKTRONIC System is an on-deck existing system to be re-utilized)

- A. All timing connection points shall employ the following:
 - 1. The timing system shall employ the topography of one communication bus to which all timing and connectivity nodes are connected and communicate.
 - 2. Self-test capabilities to detect compromised timing bus wire terminations and scoreboard bus wire terminations.

2.02 TIMING SYSTEM (Existing)

2.03 TOUCHPADS (Existing)

2.04 DIVING SCORING SYSTEM (Existing)

2.05 WATER POLO SCORING SYSTEM (Existing)

2.06 WIRELESS HANDHELD CONTROLLER FOR WATER POLO SCORING (Existing)

2.07 WIRELESS DECK CLOCKS (Existing)

2.08 PACE CLOCK (Existing)

2.09 SCOREBOARD SYSTEM - OUTDOOR DISPLAY (Existing)

2.10 SOFTWARE TO CONTROL MATRIX/VIDEO DISPLAY (Existing)

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Contractor to verify that all work related to this section as Daktronics system is installed is fully functional.
- B. Contractor to protect other materials and install work against damage while completing work in this section.

3.02 INSTALLATION

- A. The Existing Daktronics system is to be re-installed and fully functional upon completion of the work.
- B. Wiring and grounding shall be installed strictly according to the latest edition of the California Electric Code.

END OF SECTION

DIVISION 22 - PLUMBING

SECTION 22 15 40 - SWIMMING POOL MECHANICAL PIPING

PART 1- GENERAL

- 1.01 Division 1 and the General Conditions apply to all Work of this Section.
- 1.02 Description:
 - A. Work Included:
 - 1. Provide swimming pool & mechanical room pool-related piping as indicated on the Drawings for filtration and re-circulation systems, chemical control systems, and all appurtenances.
 - 2. Furnish and install domestic water system from points of connection within pool equipment area to make-up water systems, hose bibbs, and miscellaneous items as required.
 - 3. Furnish and install filter backwash system to the point of connection with sanitary sewer within pool equipment area as required.
 - 4. Furnish and install Natural Gas piping to pool heater from the point of connection (meter) to heating equipment with a regulator.
 - 5. Furnish and install piping/ducting to heaters from the point of connection within the pool equipment area as required.
- 1.03 Quality Assurance:
 - A. All Work of this Section shall be performed by a licensed swimming pool contractor (C-53)
 - B. Qualifications of Workers/Work:
 - 1. Employ only experienced and competent, properly equipped workers on Project.
 - 2. Use only new materials in new and perfect condition. Inspect all materials and immediately remove defective items from the Project Site.
 - B. Standards:
 - 1. Work shall be performed following the applicable editions of all National, State, and local codes, laws, regulations, and ordinances, including the following:
 - American National Standards Institute (ANSI)
 - American Society for Testing Materials (ASTM)
 - American Waterworks Association (AWWA)
 - American Welding Society
 - 2. Do not construe anything in the Drawings or Specifications to permit Work not conforming to these requirements.
- 1.04 Submittals:
 - A. Provide submittals following Section 01 30 00.
 - B. Substitutions: All proposals for substitutions in accordance with Section 01 30 00.
- 1.05 Product Handling:
 - A. Protection: Use means necessary to protect the swimming pool mechanical piping items before, during, and after installation and protect the installed Work of other trades.
 - B. Replacements: In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the District.
- 1.06 Job Conditions:
 - A. Cooperation: Cooperate with other trades in coordinating their respective Work so that no conflict of a new construction or occupied space may occur. Should any installation Work be accomplished without such coordination, that Work so installed shall be removed and reinstalled correctly.

PART 2- PRODUCTS

- 2.01 Product Quality:
 - A. Materials and equipment, unless noted otherwise, shall be new, of the best quality for the purpose intended, and shall be marked with the manufacturer's name, data, or stamp and rating. As far as

practicable, materials and equipment shall be that of one manufacturer.

2.02 Pipe and Fittings:

- A. PVC Schedule 80: Type 1, normal impact, NSF approved for solvent-welding applications, ASTM Specification D-1785, color shall be gray. Dura, Lasco, or approved equal. For above-ground (in mechanical room pool piping)
- B. PVC Schedule 40: Type 1, normal impact, NSF approved for solvent-welding applications, ASTM Specification D-1785, color shall be gray. Dura, Lasco, or approved equal. For below ground (buried) swimming pool piping.
- C. PVC DR25: Conforming to ATSM D-1784, use with epoxy coated bell and spigot-type fittings or epoxy coated mechanical joint by flange adapters with epoxy coated cast iron fittings as specified in Article 2.02 (F), below. Johns-Manville "Big Blue," Diamond Plastics, or approved equal. (For deck and storm drain piping (buried))
- D. Copper Tubing: ASTM Specification B-88, hard drawn, with ANSI Standard B16.22, wrought copper fittings.
- E. Steel: ASTM Specification A-120, Schedule 40 black or galvanized pipe with ASTM A-47 150 lb. banded malleable iron threaded fittings.
- F. Cast Iron: ASTM Specification B16.1, cast iron flanged fittings, provide epoxy coating as required for use with chlorinated water.
- G. CPVC Schedule 80: Type 1, normal impact, NSF approved for solvent-welding applications, ASTM Specification D-1785, color shall be gray. Dura, Lasco, or approved equal. (for pool heater piping – in mechanical room and venting.)

2.03 Valves:

- A. Gate Valves: PVC body, CPVC-SBR lined, Non-rising stem with position indicator, Size 1 ½ thru 18 inch – coordinate size to larger of the two pipes (influent & effluent sides of the valve) Asahi or approved equal. (not for gas)
- B. Butterfly Valves: PVDF body, PVDF disk, Teflon seals, Lever or Gear (as shown on plans), Damper Style Butterfly Valve, water style for ANSI Flat-face Flanges. – coordinate size to larger of two pipes (influent & effluent sides of the valve) Asahi or reviewed equally—gear valves 6 inches and over.
- C. Check Valves: Wafer-type, epoxy coated cast or ductile iron body, 316 stainless steel plates and shaft, Viton seat material. Centerline, Metraflex, or approved equal.
- D. RP Backflow Preventer: Febco #835-B for 2" and smaller; #825 for 2-1/2" and larger. Febco, Watts, or approved equal. (one required for each pool)
- E. Make-up Water Control: as part of Automated Controller with "red-hat solenoid valve." One is required for each water volume (pool or spa).

2.04 Pressure Gauges:

- A. 4-1/2" dial, bottom connection, chrome ring, and shut-off cock. Ranges shall be selected to indicate between mid-point and two-thirds of the maximum range under design conditions—Marsh, Trerice, or approved equal.

2.05 Pipe Hangers and Supports:

- A. General:
 - 1. Use Kin-Line, Grinnel, Uni-strut, or approved equal.
 - 2. Support all pipelines individually with hangers, each branch having at least one hanger—lateral brace as noted and required for seismic forces.
 - 3. Support piping near the floor with steel stanchions welded to end plates secured to pipe and floor.
 - 4. Support vertical piping at each floor level. Install coupling in piping at each support. Coupling shall rest on and transmit load to support. Isolate copper from steel supports with vinyl electrician's tape around pipe and coupling.
 - 5. Use Stoneman "Trisolator," Unistrut, or approved equal, isolators at each hanger and other support points on bare copper tubing system.

6. For PVC pipe, space hangers four (4) feet apart for pipe sizes 1" and under, five (5) feet apart for pipe sizes 1-1/4" to 2", and six (6) feet apart for pipe sizes over 2". Space hangers for horizontal pipes at a maximum of six (6) feet for copper 2" and smaller and for steel 1-1/4" and smaller; ten (10) feet for copper 2-1/2" and larger and for steel 1-1/2" and larger.
 7. Size hanger rods, screws, bolts, nuts, etc., according to the manufacturer's sizing charts.
 8. Trapeze hangers may be used for parallel lines.
 9. Use galvanized hangers, attachments, rods, nuts, bolts, and other accessories in pool mechanical room, high humidity areas, or where exposed to the weather. Hot-dip galvanize all items which are not factory furnished—galvanizing for hinged movements to be done at the factory.
 10. Lateral Bracing: To prevent swaying of the piping systems, provide angle iron bracing and anchor into wall or overhead framing. Piping shall be braced or anchored in such a way as to resist a horizontal force of 50% of its operating weight in any direction.
 11. Do not use wire or other makeshift devices for hangers.
- 2.06 Sleeves and Water-stops:
- A. Provide sleeves where Work of this Section passes through fire-rated partitions, floors, ceilings, concrete slabs, or exterior of the structure. Caulk clearance space using sealant appropriate for application in conformance with manufacturer's recommendations and Title 24 of California Code of Regulations. In lieu of sleeves and caulking, "Link Seal" products may be used. 3m, Dow Corning, or approved equal.
 - B. Provide prefabricated water-stops as indicated on the Drawings at all pipe penetrations through structures containing stored water (i.e., swimming pools, balance/surge tanks, etc.) to ensure leak-proof seals.

PART 3- EXECUTION

- 3.01 Surface Conditions:
- A. Inspection:
 1. Before Work of this Section, carefully inspect the installed Work of other trades and verify that such Work is complete to the point where this installation may properly commence.
 2. Verify that items of this section may be installed following the original design and referenced standards.
 - B. Discrepancies:
 1. In the event of a discrepancy, immediately notify the District's representative in writing.
 2. Do not proceed with installation in areas of the discrepancy until all such discrepancies have been fully resolved.
 3. Failure to notify the District's representative in writing of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive his Work.
- 3.02 Abbreviations and Symbols:
- A. Abbreviations and symbols on the Drawings are those most commonly used. Obtain clarification from the District's representative on any questionable items before submitting a bid.
- 3.03 General Piping Requirements:
- A. Size any section of pipe for which size is not indicated or any intermediate section erroneously shown undersized the same size as the largest pipe connecting it. The sizes listed are nominal.
 - B. Cut pipe accurately to job measurements and install without springing or forcing, true to line and grade, generally square with building and/or structures, and adequately supported to prevent undue stress on pipe, fittings, and accessories.
 - C. Make changes of direction with manufactured fittings. Street ells, bushings, reducing flanges, close nipples, or bending of pipe is not allowed.
 - D. Use care to install piping following best practices. Plastic pipe shall be "snaked" in trenches to allow for thermal expansion.

- E. All above grade, below grade, and buried or embedded PVC shall be installed using solvent weld fittings. Also, every fitting and pipe end shall be prepared with solvent primer. Fittings shall be joined individually and with enough time between the assembly of adjacent joints to allow them to seal solidly. After joining, an even ring of primer must be visible around the entire fitting. If any fittings are installed without visible primer, the fitting shall be removed and discarded, and piping re-cut, re-chamfered, and joint made up again using a new fitting. All procedures, methods, and techniques used to make up solvent weld joints shall be strictly according to the manufacturer's recommendations.
 - F. Arrange pipe and hangers to allow for expansion, contraction and structural settlement. No pipe shall contact structure except penetrations as shown on the Drawings.
 - G. Provide dielectric connections between copper and dissimilar metals. In copper systems, threaded piping, including connections to the equipment, shall be brass pipe and fittings. Install dielectric connections in vertical sections of piping only.
 - H. Run pipe full size through shut-off valves, balancing valves, etc. Change pipe size within three (3) pipe diameters of final connection to control valves, fixtures, and other equipment.
 - I. Provide unions or flanges at connections to equipment, on the service side of valves, and elsewhere as required to facilitate ease of maintenance.
 - J. Locate equipment shut-off valves as close to the equipment as possible, maintaining easy valve access.
 - K. Make all connections between domestic water systems and equipment or face piping with approved backflow prevention devices as required.
- 3.04 Trench Excavation and Backfill:
- A. Excavation:
 - 1. Excavate and backfill trenches as required for the Work of this Section. Conform to requirements of Section 02 22 10.
 - 2. The Contractor shall perform all excavation of every description and whatever materials encountered, to the depths indicated on the Drawings or as necessary. The Contractor shall dispose of the excavated materials not required or suitable for backfill as directed and shall perform such grading as necessary to prevent surface water from flowing into the trenches. The Contractor shall provide adequate equipment to remove storm or subsurface waters that may accumulate in the excavated areas as required.
 - B. Trenching:
 - 1. Excavate trenches to lines and grades as indicated on the Drawings and with banks as nearly vertical as practicable.
 - 2. Bottoms of trenches shall be accurately graded to provide uniform bearing on undisturbed soil for the entire length of each section of pipe.
 - 3. The width of the trench at and below the top of the pipe shall be such that the clear space between the barrel of the pipe and the trench wall shall not exceed 8" on either side of the pipe. The width of the trench above the top of the pipe may be wider if necessary.
 - 4. Over-depth excavations shall be filled with tamped sand or aggregate base course to required grades.
 - 5. Excavations of 5 feet or more in-depth shall be shored or supported in conformance with rules, orders, and regulations of State and Federal Governments. Shoring shall be constructed, maintained, and removed to prevent the caving of the excavation walls or other load on the pipe.
 - C. Back-filling:
 - 1. Material for backfilling of pipes shall be approved granular material less than 2" in diameter obtained from the excavation. No perishable, spongy, or otherwise unsuitable material shall be used as a backfill.
 - 2. Backfilling of pipe trenches shall commence immediately after installation and testing to preclude damage to the installed pipe. Backfill around the pipe shall be carefully placed

so as not to displace or damage the pipe and carried up symmetrically on each side of the pipe to one foot above the top of the pipe. The material shall be carefully compacted or consolidated before additional backfill is placed.

3. Backfill above an elevation of one foot above the top of the pipe in conformance with requirements of Section 02 22 10. Material for the balance of backfill shall be approved granular material less than 3" in diameter taken from the excavation.
4. Unless otherwise indicated on the Drawings, all pipe shall have a minimum of 18" of cover.

3.05 General Equipment Requirements:

- A. Position equipment to result in good appearance and easy access to all components for maintenance and repairs.
- B. Install piping, flues, breaching, and ducts to not interfere with equipment access.
- C. Install level, secure and out of moisture. Provide shims, anchors, support straps, angles, grouted bases, or other items as required to accomplish proper installation.
- D. All screws, nuts, bolts, and washers shall be stainless steel. After fabrication, all items for outdoor, below-grade, or other use subject to moisture.

3.06 Valves and Strainers:

- A. If no shut-off is indicated, provide gate valves at inlet connections and balance valves at outlet connections to fixtures and equipment. Provide proper valve trim for service intended.
- B. Use no solder end valves unless noted otherwise; provide adapters in copper tubing systems.
- C. Locate valves with stems above the horizontal plane of pipe. In general, locate valves within six (6) feet of floor, out from under equipment, in accessible locations with adequate clearance around hand wheels or levers for easy operation.
- D. Provide all valves, cocks, and strainers, full pipe size unless indicated otherwise.
- E. Provide hand wheel operators on all valves 6" and larger, under 6" lever operators may be used.
- F. Provide permanently fixed long shaft hand wheel operators for submerged valves. Locate hand wheels 4'0" above floor level and attach them to a wall or other structure to guide shaft extension. Handwheels shall have permanently cast arrows to indicate the direction of the "Open" position.

3.07 Identification of Piping:

- A. Identify each valve by a numbered brass tag with a hole and brass chain mounted on the valve stem or handle. Tag to be a minimum of 1-1/2" in diameter and numbers at least 1/4" high stamped into the tag.
- B. Install an identification chart in a plexiglass framed enclosure that schematically illustrates the proper operation of all piping systems and indicates the number and location of all valves and control devices within the system.

3.08 Tests:

- A. Perform tests in the presence of the District's representative with no pressure loss or noticeable leaks.
- B. Do not include valves and equipment in tests. Include a connection to previously tested sections if systems are tested in sections.
- C. Perform tests as follows:

| <u>System</u> | <u>Test Pressure</u> | <u>Test Medium</u> | <u>Duration</u> |
|----------------|----------------------|--------------------|-----------------|
| Pool Piping | 50 psig | Water | 4 hours |
| Domestic Water | 150 psig | Water | 4 hours |
| Gas Piping | 50 psig | Air | 4 hours |

3.09 Pipe Material Application:

- A. PVC Schedule 40: Below-grade pool piping and domestic water piping up to 12" line size; use standard solvent weld fittings.
- B. PVC Schedule 80: Above grade, pool piping up to 12" line size; use flanged Schedule 80 or epoxy-coated cast iron fittings.
- C. PVC DR25: Below grade and above grade pool piping over 12" line size; use a bell and spigot-type

- epoxy coated fittings or mechanical joint by flange adapters with epoxy-coated cast iron fittings.
- D. Type L Hard Copper: Above-grade domestic water piping, pool heater piping.
- E. Schedule 40 Black Steel: Natural gas piping.
- 3.10 Cutting and Drilling:
 - A. Cutting or drilling necessary for installation of Work of this Section shall be done only after review with the District's representative and with District's approval.
- 3.11 Closing-In of un-reviewed or un-inspected Work:
 - A. Do not cover or enclose Work before testing and inspection. Re-open Work prematurely closed and restore all damaged work.
- 3.12 Quietness:
 - A. Quietness is a requirement. Other than that caused by specified equipment operating at optimum conditions, Eliminate noise, as indicated by District's representative.
- 3.13 Flushing of Lines:
 - A. Flush or blow pipes free from foreign substances before installing valve stops or making final connections—clean piping systems of dirt and dust before initial start-up.
- 3.14 Clean-Up:
 - A. After all Work has been tested, approved, and reviewed, the Contractor shall thoroughly clean all parts of the equipment installations. On the exposed components, clean all cement, plaster, and other materials such as grease and oil to be removed with solvent.
 - B. The Contractor shall remove debris from the Project site. Cartons, boxes, packing crates, and excess materials not used occasioned by this Work shall be disposed of to the satisfaction of the District's representative.
 - C. If the above requirements of clean-up are not performed to the satisfaction of the District's representative, the District reserves the right to order the work done, the cost of which shall be borne by the Contractor.

END OF SECTION

DIVISION 26: ELECTRICAL
SECTION 26 14 40 - SWIMMING POOL ELECTRICAL
PART 1- GENERAL

1.01 Division 1 and the General Conditions apply to all Work of this Section.

1.02 Description:

A. Work Included:

This Specification and the associated Drawings cover the complete swimming pool electrical system and all related Work, including but not limited to:

1. A complete and operable system consisting of electrical service equipment, switchboards, panel boards, conduits, switches, time clocks, and wiring for power and lighting.
2. Junction and/or pull boxes, conduits, disconnects, starters, contacts, wiring, and connection of all motors and mechanical equipment, including connection and wiring of line voltage controls associated with the mechanical systems.
3. All underwater lighting fixtures and controls.
4. Complete the grounding system as required and shown on the Drawings.
5. Testing and adjusting the completed electrical system in the manner described herein.
6. Cleaning of all completed Work and installation adjustment of all trim and decorative items.

1.03 Quality Assurance:

A. Qualifications of Workers:

1. Provide at least one person who shall be present at all times during the execution of the Work of this Section, who shall be thoroughly familiar with the type of material installation and the best methods for the installation, and who shall direct all Work performed under this Section.
2. Use only experienced electricians completely familiar with the type of construction involved and the materials and techniques specified.

B. Ordinances and Codes: Materials and construction shall conform with applicable sections of the California Electrical Code; California Administrative Code, Title 24; Electrical Safety Orders of the State of California; Department of Industrial Relations; regulations of the State Fire Marshal; rules and regulations of the Board of Underwriters of the Pacific; and all applicable codes, ordinances, rules, and regulations which apply to the construction. In the event of a conflict between the referenced codes, ordinances, Drawings, and Specifications, the more stringent shall govern. Any changes required to the Drawings to conform with above mentioned "more stringent" requirement shall not be the cause for additional charges or claims by the Contractor.

C. Verification of Conditions:

1. Before commencing Work, the Contractor shall inspect the Project site, and submitting a bid for this Work shall be deemed to have verified all existing conditions and accepted the same as true and complete.
2. The Work under this Section has been indicated on the Drawings in locations that should allow installation without interfering with the Work of other trades; however, the locations are diagrammatic only, and the exact finish location of equipment and materials cannot be indicated. Therefore, all Work and equipment locations shall be verified to avoid interference, preserve the headroom, and clear openings and passageways. Changes shall be made in the locations of equipment and materials as necessary to accomplish these purposes.

D. Preliminary Operations and Testing:

1. Motor-driven equipment shall be tested for correct rotation and completion of all connections.
2. Wiring and connections shall be tested for continuity, shorts, and improper grounds per the requirements of the California Electrical Code—test receptacle outlets for proper grounding. Repairs resulting from the tests or preliminary operation of the equipment shall be made at the Contractor's expense and shall not be the cause for additional

- charges or claims by the Contractor.
3. Required tests, in addition to those mentioned above, include but are not limited to:
- a) Ground resistance test.
 - b) Service and feeder conductor's insulation resistance.
 - c) Motor controls and disconnecting devices.
- E. Permits and Inspection: All permits shall be secured for and paid for by the Contractor. All inspections to be arranged and applied for by the Contractor. Deliver all inspection certificates to the District Representative before completion of the Work. All fees shall be included in the original bid price and shall not be the cause for additional charges or claims by the Contractor.
- 1.04 Submittals:
- A. Provide submittals per **Section 01 30 00**.
- 1.05 Product Handling:
- A. Protection: Use all means necessary to protect electrical materials before, during, and after installation and protect the installed Work of all other trades.
 - B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the review of the District representative at no additional cost to the District.

PART 2- PRODUCTS

- 2.01 Materials, General:
- A. Materials shall be new, in unbroken packages, and bear the U.L. label of approval.
 - B. Equipment of one type shall be of the same manufacturer. In this paragraph, one type of equipment is considered to mean classifications such as (1) switchboards, panels, buss ducts, disconnect switches, motor control centers, and allied items, or (2) conduit, (3) wire, (4) conduit fittings, (5) fixtures of the same general type, (6) wiring devices, etc.
- 2.02 Conduit and Fittings:
- A. Conduits within or under buildings or where exposed outdoors shall be U.L.-approved plastic except where noted otherwise on the Drawings.
 - B. Use flexible metallic conduit only for short connections of motors and where specifically called for on Drawings. The maximum length shall be 40". Use only liquid-tight flexible metal conduit. Install an unbroken #12 AWG insulated copper grounding conductor in each liquid-tight flexible conduit with a permanent connection at the motor junction box and service panel ground.
 - C. Protect, before installation, metallic conduit runs in all slabs laid on grade, in contact with the earth, or exposed in damp locations, with two (2) heavy coats of asphaltum rust-resisting compound.
 - D. Encase conduits 1-1/2" or larger run underground, outside, or under buildings in concrete envelopes a minimum of 3" thick, except as indicated otherwise on Drawings or stub-outs. Conduits 1-1/4" and smaller laid partially in the lower part of or under concrete shall have a minimum of 3" of concrete encasement.
 - E. The low voltage runs underground outside buildings, 1-1/4" or smaller, shall be PVC and concrete encased.
 - F. Service conduits through foundations or concrete members shall run through PVC schedule 80 sleeves with adequate clearances for full movement of the conduit. Refrain from running conduits through footings.
 - G. Secure conduits run exposed on surfaces with one-hole, heavy-duty straps or fasten with matching fittings to inserts or trapezes parallel to building walls and ceilings.
 - H. Cap all conduit or duct stub-outs with standard factory caps, except cap-threaded steel conduit with B.I. water pipe caps in outdoor locations.
 - I. Use conduit fittings manufactured by Crouse-Hinds Company, Appleton Electric Co., or reviewed as an equal.
 - J. Employ U.L. liquid-tight fittings for use with liquid-tight flexible metal conduit.
 - K. Use unions as manufactured by Appleton, O-Z/Gedney, or reviewed equal. The use of running threads will not be permitted.
 - L. Exposed conduit in chemical rooms shall be rigid NEMA IVX Type suitable for installation in

- corrosive atmospheres.
- 2.03 Grounding:
- A. Bond together and ground to a common ground at a single point all metallic conduit, piping systems, pool reinforcing steel, metal parts of ladders, lifeguard stands, handrails and their supports, etc. The bonding conductor shall not be smaller than #8 copper.
- 2.04 Wiring Connections:
- A. Make connections without strain on conductors, allowing the conductors to take a natural position after connections or taps are made. Include all strands of wire in making the connection.
- B. Make connections for wiring by one of the following means:
1. Make all taps or connections to conductors with compression type connectors except those smaller than #8 B&S gauge may have soldered connections. Solderless connections for #10 AWG or smaller may be used and shall be "Scotchlok," Buchanan, or approved equal. For #8 AWG or larger, they shall be T&B "Lock Tite," Burndy "Versitaps," or reviewed equal.
 2. All cable or conductor terminal lugs shall be Burndy "Quicklug," IlSCO, or approved equal. Two-piece stamped lugs and solder lugs will not be reviewed.
 3. Paint taped splices in damp or outdoor locations with two (2) coats of insulating paint.
 4. Tag all branch circuit wires with circuit numbers at the panel board and at each point of use with linen or plastic tags.
- 2.05 Conductors:
- A. Copper RHW or THW. Do not make splices between boxes.
- 2.06 Color Coding:
- A. Neutrals (identified conductors shall be white).
- B. Phase conductors shall be red for Phase B; blue for Phase C.
- C. Green shall be used for mechanical equipment and receptacle grounds only.
- 2.07 Motor Wiring:
- A. Make final connections to motors with the required AWG (Minimum #12), Flamenol machine tool wire, and 19 strands. Control wiring for equipment shall be Flamenol machine tool wire, 19 strands of required AWG. Provide junction boxes at each item of equipment to change from standard building wiring to machine tool wire.
- B. Phase motors as proper in the direction of rotation.
- 2.08 Panelboards: all shall be gasketed. NEMA 4X
- A. The minimum interrupting rating of circuit breakers shall be 10,000 amps. Refer to Drawings for higher interrupt rating requirements. Series-rated equipment will not be accepted.
- B. Panels shall be fully bussed.
- C. Busses shall be copper and located in the rear of the panel-board cabinet. Circuit breakers shall be plugged into suitable supporting members at the front of the cabinet, which relate to suitable lugs to the bussing in the rear of the cabinet. Individual circuit breakers shall be removable from the cabinet without disturbing the bussing. Panelboards shall contain ground busses.
- D. Locks shall be provided on panel boards and keyed alike.
- E. Each panel shall have a two-column circuit index card set inside the door under glass or glass equivalent. Each circuit shall be identified as to use or area.
- F. Tandem-mounted or wafer-type circuit breakers are not acceptable.
- G. Multi-pole breakers shall have one common trip handle or be internally connected. Handle ties are not acceptable.
- H. Breaker arrangements shown on the Drawings shall be maintained.
- I. General Electric, Square D, or approved equal are acceptable manufacturers.
- 2.09 Externally Operated Switches:
- A. Disconnect switches shall meet Fed. Spec. W-S865 for type "A" switches, and have full cover door interlock. The switch enclosure shall carry the NEMA rating for intended use, as shown on the Drawings. The H.P. rating of the switch shall be suitable for its intended use. Switches shall be as manufactured by Square-D, Cutler-Hammer, or approved equal.

- 2.10 Time Clocks:
- A. Contacts shall have a minimum rating of 40 amperes at 277V.
 - B. Timing motor shall be heavy-duty synchronous, self-starting, high torque type, and rated at 120, 208, 240, 277 volt 60 Hz.
 - C. Motor shall operate normally at a temperature range of -60 degrees Fahrenheit to +120 degrees Fahrenheit.
 - D. Dial shall be 3" in diameter, clearly calibrated with day/night zones and 24-hour rotation, with special gear to provide one revolution per year, which automatically varies the on and off settings each day according to the seasonal changes of sunrise and sunset. The day and month of the year shall show clearly through the calendar window on the dial.
 - E. The clock shall be equipped with a 7-spoke omitting wheel marked with the days of the week.
 - F. The clock shall be housed in a flush enclosure where supply circuits emanate from a flush-mounted panel-board and surface enclosure when supply circuits are from a surface-mounted panel.
 - G. Acceptable manufacturers are Tork, Paragon, or approved equal.
- 2.11 Ground Fault Circuit Interrupters:
- A. The minimum rating shall be 20 amperes, 125V, five milliamps trip setting, Class A per UL943.
 - B. Manufacturer to be Crouse-Hinds, Leviton, or approved equal.
- 2.12 Boxes:
- A. Boxes shall be of the size required by ordinances or larger, and of pressed galvanized code gauge steel where concealed or exposed on ceilings. Exposed boxes on walls below 7'6" shall be cast steel similar to "F.A." conduits.
 - B. Outlets to be surface where wiring is exposed and flush in areas where conduit is concealed.
 - C. Provide surface outlets with proper galvanized steel surface cover. The box and cover shall be deep enough to provide at least 1/4" clearance between the back of the device and the back of the box. Where box contains more than one device, use the proper gang box with the proper cover. Surface outlet boxes shall be of the threaded hub type, wherever below 8'0".
 - D. Provide exposed junction boxes with proper flat blank galvanized cover. If necessary for cable installation, additional pull boxes or junction boxes may be installed in accessible locations.
 - E. Where pull boxes larger than outlet boxes are required, galvanized code gauge sheet steel boxes may be used with covers attached by brass machine screws. Boxes exposed to the weather shall be approved for the purpose, and conduit entrances shall be on the bottom, made utilizing an interchangeable hub with gasket and adapter nut. Pull boxes not shown on Drawings may be added only after a review of the District representative of size and location is obtained.
 - F. For outlets exposed to weather or where noted, cast outlet boxes shall be Crouse-Hinds, Appleton, or approved equal. Boxes shall have the proper number and size hubs. Device plates, covers, adapters, and boxes shall be manufactured by Crouse-Hinds, Appleton, or reviewed equal.
 - G. Exposed junction boxes, outlet boxes, and pull boxes for pool chemical rooms shall be NEMA IVX type suitable for corrosive atmosphere, non-metallic.
- 2.13 Identification Markings:
- A. Mark all motor and electrical appliance control equipment, indicating the equipment controlled with engraved metal tags.
 - B. Provide laminated plastic nameplates on panel boards outside the door at the top, indicating panel designation and feeder source.
 - C. Provide laminated plastic nameplates on distribution switchboards and motor control centers at the top center indicating panel designation and feeder source.
 - D. Identify each distribution switchboard and motor control center circuit breaker with a laminated plastic nameplate indicating its use.
 - E. Type panel-board directories on the forms provided with the equipment, indicating the use of each branch circuit breaker.
 - F. Fasten all laminated plastic nameplates to surfaces with two (2) or more screws.

PART 3- EXECUTION

3.01 Inspection:

- A. Verify conditions at the Project site before submitting a bid. Be responsible for providing all necessary wiring for the new electrical systems. Wherever wiring is being disrupted due to remodeling or changes, reconnect existing and provide new wiring circuits to accomplish a fully operable system at no additional cost to the District.

3.02 Coordination:

- A. The Drawings are essentially diagrammatic and indicate the desired location, size, routes, connection points, etc., and are to follow as closely as possible. Proper judgment must be exercised in executing the Work to provide the best possible installation in the available space and to overcome difficulties, limitations, or interference wherever encountered. Be responsible for the correct placement of this Work, the proper location and connection concerning Work of other trades, for determining the exact location of all conduits, outlets and equipment, and for installing the conduits in such a manner as to conform to the structure, avoid obstruction, preserve headroom and keep openings and passageways clear. Particular attention is directed to the close coordination required for exposed Work. Locations shown on Architectural or Mechanical Drawings take precedence over those shown on Pool Electrical Drawings. Make use of all the data in the Contract Documents and verify this information on-site.

3.03 Installation:

A. Conduit Installation:

1. Conduit and metallic raceway systems shall be mechanically and electrically continuous from sources of current to all outlets in a manner to provide a continuous grounding path. Close the ends of the conduit during construction to prevent the entrance of dirt or moisture.
2. Securely fasten conduit to the building construction within three feet of each outlet and within every ten feet thereafter. Secure it to boxes, cabinets, pull boxes, and terminals with two lock nuts and ends equipped with bushings or an approved terminal fitting. Cut square with ends carefully reamed.
3. Make bends or elbows so the conduit will not be injured or flattened.
4. Use insulated metallic bushings in all places where bushings are required.
5. Run exposed conduits level or plumb and parallel to the construction members of the building. No cutting across or diagonal runs will be permitted. Neatly surmount structural obstructions encountered on conduit runs by using fittings or pull boxes.
6. Identify feeder conduits by stamped metal tags secured to exposed Sections of conduit in main or sub-panels.
7. Make up all threaded conduit joints watertight with conductive sealer except conduit above ground in dry indoor locations.
8. Rigidly support all boxes independently of the conduit system.

B. Connections to Equipment:

1. Fully connect, in a professional manner, all electrical outlets, apparatus, motors, equipment, fixtures, wiring devices, and appliances, whether they are installed under the Electrical Contract or not, which require electrical connections to the corresponding electrical system outlet.
2. Where the Work of this Section requires connections to be made to equipment that is furnished and set in place under other Sections, obtain such roughing-in dimensions from the manufacturer or supplier of each item as required and assume full responsibility for the installation of the connections to it.

3.04 Adjustment and Clean-Up:

- A. Preliminary Operation: Should the District representative or District feel it necessary to operate the electrical installation or any part thereof before Substantial Completion of the Work, consent to such preliminary operation and supervise the conduction. Pay all costs occasioned by such an operation. Preliminary operation shall not be construed as an acceptance of any Work installed

- under this Contract.
- B. Clean-up: Upon completion of the Work of this Section, immediately remove all electrical materials, debris, and rubbish occasioned by this Work.

END OF SECTION

DIVISION 31 - SITEWORK

SECTION 31 11 23: AGGREGATE BASE COURSE

PART 1 - GENERAL

- 1.01 Work Included
 - A. Provide labor, materials, and equipment as required to install aggregate base and engineered fill as indicated on the Drawings and according to the recommendations of the Geotechnical Engineer and testing agency.
- 1.02 Quality Assurance
 - A. All Work of this Section shall be performed by the trained personnel familiar with the constraints of the Work – a licensed and registered contractor or sub-contractor.
 - B. References:
 - 1. Geotechnical Investigation for Tokay High School Swimming Pool, by Terracon. #ESP SL-15172-SF June 19, 2023.
 - C. Qualifications of Workers:
 - 1. The Contractor/Subcontractor for this portion of the Work shall have been successfully engaged in the business of engineered fill placement, stabilization and compaction for at least five (5) years immediately before the commencement of this Work and shall demonstrate to the District that its' record of workmanship is satisfactory.
 - 2. For actual construction operations, use only thoroughly trained and experienced workers who are completely familiar with the specified materials and methods.
 - 3. Provide at least one person who shall be present during the execution of this portion of the Work, who shall be thoroughly familiar with the materials and methods specified, and who shall direct all Work performed under this Section.
- 1.03 Submittals and Substitutions
 - A. Provide submittals in conformance with the requirements of Section 01 30 00.
 - B. Requests for substitutions shall be submitted in conformance with the requirements of Section 01 30 00.
 - C. Provide sieve analysis of the proposed Aggregate Base Course.
 - D. Provide sieve analysis of engineered fill.
 - E. Provide the name of the sub-contractor licensee and five previous projects.
- 1.04 Product Handling
 - A. Deliver materials to the Project Site by the material company with all bills of lading intact and legible.
 - B. Store materials undercover to prevent damage and contamination, and store only the specified materials at the Project Site.
 - C. Use all means necessary to protect the engineered fill, stabilizer (if present), and Aggregate Base Course before, during, and after installation. Protect the installed Work and materials of other trades.
 - D. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2 - PRODUCTS

- 2.01 Aggregate Base:
 - A. Sieve analysis as defined by the geotechnical engineer.
- 2.02 Under-Slab Fill:
 - A. Engineered Fill: See Conclusions and Recommendations of the Geotechnical Report for characteristics, compaction, and application.
 - B. Demolition: See Section 02 41 00

PART 3 - EXECUTION

- 3.01 Surface Conditions
 - A. Inspection:
 - 1. Before working on the Work of this Section, carefully inspect the Work of other trades to verify that such Work is complete to the point where this installation can properly commence.

TOKAY HIGH SCHOOL POOL RENOVATION
Aggregate Base Course, Section 31 11 23

- B. Discrepancies:
 - 1. In the event of a discrepancy, immediately notify the District.
 - 2. Only install in areas of a discrepancy once all such discrepancies have been fully resolved.
 - 3. Please notify the District, Architect, and Geotechnical Engineer and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.
- 3.03 Tolerances
 - A. Flatness: Maximum variation of 1/4 inch measured with a 10-foot straight edge.
- 3.04 Field Quality Control
 - A. Inspection and testing shall be performed under Section 01 40 00 Quality Control provisions.
 - B. An approved Testing Laboratory will perform compaction testing.
 - C. If tests indicate Work does not meet specified requirements, remove Work, replace, and retest at Contractor's expense.
 - D. Contractor will coordinate with District approved Inspection and Testing Laboratory for onsite observation and testing during backfill and compaction to determine if the installation meets the design criteria.
- 3.05 Clean-up
 - A. Upon completion of the Aggregate Base Course or Engineered fill, remove all debris, materials, and equipment occasioned by this Work.

END OF SECTION

DIVISION 31 – EARTHWORK
SECTION 31 23 33: TRENCHING AND BACKFILL
PART 1- GENERAL

1.01 Summary

- A. Section Includes: Excavating utility trenches, backfilling and compacting utility trenches.
- B. Related Sections:
 - 1. Section 31 00 00 Earthwork
 - 2. Section 31 22 13 Rough Grading
 - 3. Section 33 10 00 Water Utilities
 - 4. Section 33 30 00 Sanitary Sewer Utilities
 - 5. Section 33 40 00 Storm Drain Utilities
 - 6. Section 02 30 00 Subsurface Investigation
- C. References:
 - 1. Geotechnical Investigation Study referred to in Section 02 30 00 Subsurface Investigation.
 - 2. California Building Code, latest edition.
 - 3. ASTM International:
 - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 2. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 3. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth).

1.02 Submittals

- A. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations, adjacent structures, and property.
- B. Materials Source: Submit the name of imported materials suppliers.
- C. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.
- D. Compaction Testing: Per Geotechnical Investigation Study referred to in Section 02 30 00 Subsurface Investigation.

PART 2 PRODUCTS

- A. Structural Backfill: As specified in the Geotechnical Investigation Study.
- B. Bedding Sand: As specified in the Geotechnical Investigation Study.

PART 3 EXECUTIONS

3.01 Examination

- A. Verify survey benchmark and intended elevations for the Work are as indicated on Drawings.

3.02 Preparation

- A. Call Underground Service Alert (USA) at 8-1-1 at least two working days before performing Work.
- B. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Identify required lines, levels, contours, and datum.
- D. Notify utility companies to remove and/or relocate utilities as necessary.
- E. Protect utilities indicated to remain from damage.
 - 1. Existing utilities damaged during construction shall be repaired to full function at no additional expense to the owner.
- F. Protect plant life and other features remaining as a portion of final landscaping.
- G. Protect benchmarks, survey control points, existing structures and utilities, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- H. Verify that Work associated with lower elevation utilities is complete before placing higher elevation utilities.

- I. Establish temporary traffic control and detours when trenching is performed in the public right-of-way. Relocate controls and reroute traffic as required during the progress of Work.

3.03 Lines And Grades

- A. Lay pipes to lines and grades indicated on Drawings.
- B. Use a laser-beam instrument with a qualified operator to establish lines and grades.

3.04 Trenching

- A. Excavate subsoil required for utilities to utility service.
- B. Remove lumped subsoil, boulders, vegetation, etc., from the trench prior to installing the pipe.
- C. Excavation within 24 inches of existing utility service shall be performed in accordance with utility companies' requirements to avoid disturbing existing utilities.
- D. Do not advance the open trench more than 200 feet ahead of the installed pipe.
- E. Barricade open holes or trenches where public access is possible; cover any open trenches in streets with steel plates.
- F. Cut trenches to the width indicated on Drawings. Remove water or materials that interfere with Work.
- G. Excavate trenches to the depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe.
- H. Do not interfere with the 45-degree bearing splay of foundations.
- I. When subsurface materials at the bottom of the trench are loose or soft, excavate to a greater depth suitable material is encountered per Geotechnical Investigation Study recommendations.
- J. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- K. Correct over-excavated areas with compacted backfill per the Geotechnical Investigation Study recommendations.
- L. Remove excess or unacceptable subsoil not intended for reuse from the site.
- M. Reshape and re-compact fill subjected to vehicular traffic during construction.
- N. Dig bell holes and depressions for joints after the trench has been graded. Provide uniform bearing for the pipe on the prepared bottom of the trench.
- O. Keep trenches free from water. The design Builder is responsible for dewatering operations by removing water to downstream drainage facilities in an approved manner.

3.05 Sheeting and Shoring

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures, and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain the stability of excavation.
- C. Design sheeting and shoring to be removed at the completion of excavation work.
- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to new and existing Work from the settlement, water or earth pressure, PLOT or other causes resulting from inadequate sheeting, shoring, or bracing.

3.06 Bedding

- A. Bedding materials: As specified in the Geotechnical Investigation Study.

3.07 Backfilling

- A. Only remove sheeting or shoring from the trench if approved by the **LUHSD** in writing.
- B. Backfill trenches to contours and elevations with unfrozen fill materials.
- C. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- D. Place material in conformance with the Geotechnical Investigation Study recommendations.
- E. Employ a placement method that does not disturb or damage the trench's foundation perimeter drainage and utilities.
- F. Maintain optimum moisture content of fill materials to attain required compaction density.
- G. Provide minimum cover as specified on the Plans. If the minimum cover is not provided, the pipe shall be encased in a 5-sack concrete slurry with **LUHSD** written approval.
- H. Except as specified or directed for special conditions, backfill trenches to the ground surface with selected material approved by the Geotechnical Engineer and the **LUHSD**.

- I. Do not allow or cause any of the Work performed or installed to be covered up or enclosed by work of this Section prior to required inspections, tests, and approvals.
- J. Reopen trenches that have been improperly backfilled to a depth as required for proper compaction—refill and compact as specified or otherwise correct to the Geotechnical Engineer's and LUHSD's approval.
- K. Should any of the Work be enclosed or covered up before it has been approved, uncover all such Work and, after approvals have been made, refill and compact as specified, all at no additional cost to the **LUHSD**.

3.06 Tolerances

- A. Top Surface of Backfilling under Paved Areas: Plus or minus 0.1 foot from required elevations.
- B. Top Surface of General Backfilling: Plus or minus 0.1 foot from required elevations.

3.08 Quality Assurance

- A. Perform all work in accordance with the recommendations of the Geotechnical Investigation Study referred to in Section 02 30 00 Subsurface Investigation and the Geotechnical Engineer.
- B. Perform all work in accordance with the requirements of the California Building Code, latest edition.
- C. Compaction Testing: The Contractor is to schedule services of an independent testing laboratory acceptable to **LUHSD** to perform soil density tests; notify the testing laboratory at least two working days before grading and filling operations.
 - 1. Soils Density Tests: Conform to ASTM D 698, ASTM D1557, or ASTM D6938 unless otherwise directed by the **LUHSD** or Geotechnical Investigation Study recommendations.
 - 2. Compaction testing locations and frequency shall comply with the Geotechnical Investigation Study recommendations.
 - 3. Do not proceed with additional portions of work until results have been verified in writing.
 - 4. Remove defective work, replace and pay for retesting if tests indicate compacted materials do not meet specified requirements.

END OF SECTION

DIVISION 33 – UTILITIES

SECTION 33 10 00: WATER UTILITIES

PART 1- GENERAL

1.01 Summary

- A. Section Includes Distribution Piping, Thrust Blocks, Valves, Blow Offs, Air Release Valves, Service Connections, Fire Hydrants, Back Flow Preventers, Check Valves, Metering, and Pressure Testing.
- B. Related Sections:
 - 1. Section 31 22 33 Trenching and Backfilling
- C. References
 - 1. California Building Code, latest edition.
 - 2. City of Paso Robles engineering Standards, heron referred to as City Standards.
 - 3. American Water Works Association (AWWA):
 - a. AWWA C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
 - b. AWWA C110 - American National Standard for Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in., for Water and other Liquids.
 - c. AWWA C500 - Metal-Seated Gate Valves for Water Supply Service.
 - d. AWWA C503 - Wet-Barrel Fire Hydrants.
 - e. AWWA C508 – Standard for Swing-Check Valves for waterworks service 2 inch Through 24 inch.
 - f. AWWA C509 – Resilient-Seated Gate Valves for Water Supply Service.
 - g. AWWA C511 – Standard for Reduced Pressure-Principle Backflow-Prevention Assembly.
 - h. AWWA C550 - Protecting Epoxy Interior Coating for Valves and Hydrants.
 - i. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for Water Distribution.
 - 4. National Sanitation Foundation (NSF):
 - a. NSF 61 - Drinking Water System Components - Health Effects
 - 5. ASTM International (ASTM):
 - a. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
 - b. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120

1.02 Disinfection of Water Utility Distribution

- A. Installation of Make-up water for the swimming pool with Reduced Pressure Backflow Device. 1.5" controlled by Cla-VAL

1.03 System Description

- A. The project's water distribution system will connect to an existing High School water system. The system will serve both potable and fire water requirements. The system shall be looped to improve pressures and allow for zone isolation such that no more than 5 connections need to be shut down in case of repairs. All potable and fire connections shall have backflow preventers separating the connections from the project's water mains. All potable water connections shall be metered and provided with pressure-reducing devices.

1.04 Quality Assurance

- A. Perform Work in accordance with AWWA standards and the requirements of this Specification.
- B. Pressure testing in accordance with the requirements of this Specification.

1.05 Submittals

- A. Materials list of items proposed to be provided under this Section.
- B. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- C. Manufacturer's recommended installation procedures which, when approved by the Engineer and PRJUSD, will become the basis for accepting or rejecting actual installation procedures used on the Work.
- D. Pressure testing data.

PART 2 PRODUCTS

2.01.1 Distribution Piping

- A. 4" and larger AWWA C900 DR 18
 - 1. Fittings: AWWA C110, ductile iron.
 - 2. Joints: ASTM D3119 compression gasket ring.
- B. Pipe less than 4"
 - 1. Schedule 80 PVC per ASTM D1785.
 - 2. Fittings and joints per ASTM D2665.

2.02 Thrust Blocks

- A. 6 sack, 300 psi concrete.

2.03 Valves

- A. Resilient wedge, epoxy coated, non-rising stem gate valves per AWWA C509.
- B. Valve wells and collars per City Standard Drawing G-6.

2.07 Fire Hydrants

- A. Wet barrel hydrant per AWWA C503 per City Standard Drawing G-1.

2.08 Back Flow Preventers

- A. 4" and larger:
 - 1. Double detector check valve assemblies per AWWA C511 and City Standard Drawing G-16.

2.09 Check Valves: per AWWA C508

PART 3 EXECUTION

3.01 Preparation

- A. Review plans to ensure that Work is being performed in proper sequence after deeper utilities and that Work will not disturb previously installed utilities or conflict with subsequent utility installation.
- B. Remove any debris from the surface or trenches before performing Work.
- C. Cut pipe ends square, ream pipe, and tube ends to full pipe diameter, and remove burrs.
- D. Remove scale and dirt on the inside and outside before assembly.
- E. Prepare pipe connections to equipment with flanges or unions.

3.02 Installation

- A. Prepare utility trench in accordance with Section 31 23 33 Trenching and Backfilling.
- B. Install bedding sand in accordance with Section 31 23 33 Trenching and Backfilling.
- C. Install pipes and fittings per manufacturer's recommendations; 36" minimum cover.
- D. Wrap cast iron fittings in 8 mil plastic.
- E. Maintain separation requirements from sanitary sewer utilities in accordance with State Health Department requirements and City Standard Drawings G-13.
- F. Install concrete thrust blocks at the change of pipe direction. Thrust blocks shall bear on native materials or properly compacted fill.
- G. Cover trench in accordance with Section 31 23 33 Trenching and Backfilling.
- H. Coordinate trace wire and warning strip installation with trench backfilling.
- I. Pressure test system before paving operations.

3.03 Hydrostatic Testing

- A. Perform hydrostatic testing per the requirements of AWWA C605.
- B. Allowable leakage rates per AWWA C600.
- C. Perform hydrostatic testing until the system passes. The system must pass testing before disinfection.

END OF SECTION

DIVISION 33 – UTILITIES

SECTION 33 40 00: STORM DRAIN UTILITIES

PART 1- GENERAL

1.01 Summary

- A. Section Includes Storm Drain Piping, Drain Inlets, and Storm Water Mitigations, connect new deck drains to existing storm drain points of connection.
- B. Related Information:
 - 1. Subsurface Investigation on file in District Offices.
- C. References
 - 1. City of **Lodi** engineering Standards, heron referred to as City Standards.
 - 2. Central Coast Regional Water Quality Control Board (RWQCB) *Post-Construction Storm Water Management Requirements for Development Project in the Central Coast Region* (Resolution No. R3-2013-0032) hereto referred to as post-construction requirements.
 - 3. Geotechnical Investigation Study referred to in Section 02 30 00 Subsurface Investigation.
 - 4. ASTM International (ASTM):
 - a. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewer and Other Gravity-Flow Applications.
 - b. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 - c. ASTM D3350 - Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.
 - d. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.03 Quality Assurance

- A. Perform Work in accordance with the County Standards, manufacturer's recommendations, and the requirements of this Specification.

1.04 Submittals

- A. Materials list of items proposed to be provided under this Section.
- B. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- C. Manufacturer's recommended installation procedures which, when approved by the Engineer and PRJUSD, will become the basis for accepting or rejecting actual installation procedures used on the Work. Stormwater Management Plan in conformance with RWQCB requirements.

PART 2 PRODUCTS

2.01 Storm Drain Piping

- A. Corrugate Polyethylene Pipe (CPP) per ASTM D3350.
 - 1. Pipes 12" and larger
 - 2. 0.5% minimum slope.
 - 3. Sized for 25-year design storm.
 - 4. Water-tight joints per ASTM D2321
 - 5. Minimum Curvature – per manufacturer's recommendation.
- B. SDR 35 PVC Pipe in accordance with ASTM D3034.
 - 1. Pipes smaller than 12"
 - 2. 0.5% minimum slope.
 - 3. Sized for 25-year design storm.
 - 4. Minimum Curvature – per the manufacturer's recommendation, joint deflections are prohibited.
 - 1. Minimum Curvature – per manufacturer's recommendation.

2.02 Drain Inlets

- A. Concrete Catch Basins
 - 1. Precast concrete with traffic-rated grates.
 - 2. Grates & lids shall be ADA-compliant where located in walkways.
- B. PVC Catch Basins
 - 3. Precast Nyloplast, or approved equal, with atrium grate – non-slip

PART 3 EXECUTION

3.01 Preparation

- A. Review plans to ensure that Work is being performed in proper sequence after deeper utilities and that Work will not disturb previously installed utilities or conflict with subsequent utility installation.
- B. Remove any debris from the surface or trenches before performing Work.
- C. Cut pipe ends square, ream pipe, and tube ends to full pipe diameter, and remove burrs.

3.02 Installation

- A. Prepare utility trench in accordance with Section 31 23 33 Trenching and Backfilling.
- B. Install bedding sand in accordance with Section 31 23 33 Trenching and Backfilling.
- C. Install Manholes and catch basins.
- D. Install pipes and fittings per manufacturer's recommendations; 24" minimum cover.
- E. Cover trench in accordance with Section 31 23 33 Trenching and Backfilling.
- F. Install a catch basin filtration system after temporary erosion control measures are removed in accordance with the SWPPP.

3.02 Protection Of Finished Work

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.
- B. Take care to maintain installed pipe and joints during the construction of pipe supports, backfilling, testing, and other operations.
- C. Repair or replace pipe that is damaged or displaced from construction operations.

END OF SECTION