PROJECT MANUAL
AND
PROJECT DOCUMENTS

FOR

Bid No. E4-24

Elmhurst Elementary School Playground Replacement

MANDATORY JOB WALK DATE: November 19th, 2024 at 8:30 am.
JOB WALK SHALL START AT:
Elmhurst Elementary School 5080 Elmhurst St, Ventura, CA 93003

PREQUALIFICATION must be submitted by November 22nd, 2024, Through Quality Bidders

Last Day for RFI's November 22nd, 2024
RFI's to:

TO: Catherine Young, Architect, RNT Architects, young@rntarchitects.com 805-626-5334
CC: Ryan Hughes, Bond Program Manager, ryan.hughes@venturausd.org 805-901-9620
Ray Richards, Bond Construction Manager, Ray.Richards@venturausd.org 805-342-6464
Anna Kohr, Balfour Beatty akohr@balfourbeattyus.com 805-393-8951

BID OPENING DATE:
December 6th, 2024 1:00 PM Via Secure Bids

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Ventura Unified School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than **December 6th, 2024 at 1:00 P.M**, sealed bids for the award of a contract for:

BID #E4-24 – Elmhurst Elementary School Playground Replacement

All bids shall be made on a bid form included in the bid packet that is available from the ***District's Secure Bid Portal located on the Districts website at*** **https://www.venturausd.org/services/business-services/purchasing.** All Bid Proposals must be submitted electronically via the District's Secure Bids Vendor portal, on or before the time and date stated above, at which time they will be publicly opened and read aloud. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

*Plans and specifications will be available on or about **November 15th, 2024** ***ONLY*** from District's Secure Bids Vendor portal located on the District's website at **https://www.venturausd.org/services/business-services/purchasing.**

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents. Copies are on file and open for public inspection at the Purchasing Office, 255 W. Stanley Avenue, Suite #100, Ventura, CA 93001, Phone 805-641-5000

Each bid shall be accompanied by the bid security of cash, a cashier's or certified check, U.S. money order, or bid bond for ten percent (10%) of the amount of the bid made payable to Ventura Unified School District, list of Designated Subcontractors, Non-collusion Affidavit, and all other documents as required by the Instructions to Bidders.

The District has determined that regardless of the Bid Proposal Amount, each bidder on this project must be **prequalified with Ventura Unified School District.** In addition, if components of the Project will be performed by electrical, mechanical, or plumbing subcontractors performing under the following license classification(s), then each of those subcontractors that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. In accordance with Public Contract Code section 20111.5, each bidder must: a) submit a Prequalification Application in accordance with the Instructions for Bidders at least ten (10) business days prior to the last date for the submission of Bid Proposals set forth above and be prequalified with Ventura Unified School District for at least five (5) business day prior to that date. Contractors can prequalify at QualityBidders.com.

There will be a **mandatory pre-bid conference/job walk on November 19th, 2024 at 8:30:00 am. Starting at Elmhurst Elementary School 5080 Elmhurst St, Ventura, CA 93003. The Pre-Bid Conference and following Job Walk will cover all aspects and location of this project.** The District will conduct a mandatory pre-bid conference at the time and place designated in the Call for Bids. The failure of any bidder to have its authorized representative present at a mandatory pre-bid conference will constitute rejection of its bid and the bid will be returned to the bidder unopened. If the Project includes Work to be performed at multiple sites, bidder is required to attend at all sites as indicated in the Call for Bids. Contractors must be on time for the pre-bid conference and must sign both in and out of the mandatory pre-bid conference and attend all locations during the walk where work will take place. Any contractor

who arrives late or after the time set for the Mandatory Pre-Bid Conference will not be allowed to attend.

Bidders are hereby notified that in accordance with Section 1770 et. seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the prevailing rate of per diem wages, as well as the general per diem rate for legal holidays and overtime for each craft or type of workman needed to execute the contract which will be awarded to the successful bidder. Said wage scale is hereby made part hereof by reference thereto and such rates are on file and open to public inspection at the office of the Ventura Unified School District.

This project is a "public work" as defined within California Labor Code Section 1720. The Contractor shall post a copy of the determination of prevailing rate of wages at each job site. The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rate of wages to all workers employed by them in the execution of the contract.

Monitoring and enforcement of prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE). Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor is hereby made aware of the requirements of Education code section 45125.1 which requires employees of any entity that has a contract with a school district to have certain employees who will have contact with students to be fingerprinted pursuant to that law.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to have sureties satisfactory to the Ventura Unified School District.

In accordance with the provisions of PCC 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the contractor.

Each bidder shall possess at the time of bid a Class (A) General Engineering Contractor, pursuant to Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful bidder must maintain the license throughout the duration of the contract.

No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening thereof.

The District reserves the right to reject any or all bids and/or accept any bid if such action is in the best interest of the District. The District reserves the right to waive irregularities in any bid. The District may award a contract on an individual project or combination of projects, whichever is to the best interest of the District. The bidder may specify that the District acceptance of one project shall be contingent upon the District's acceptance of one or more additional projects submitted on the same bid.

For further information, consult the Instructions for Bidders and the Contract Documents.

Ventura Unified School District
Ryan Hughes
Bond Program Manager
(805) 641-5000

INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A Bid Bond will be accepted only if it is made out on either the Bid Bond form enclosed in these documents or on a form which conforms to it. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within ten (10) calendar days after award of the Contract to bidder, said security will be forfeited.

3. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively,

the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered**.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications and all others documents and requirements that are attached to and/or contained in the Project Manual or other documents issued to bidders. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements, Insurance and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which Contractor will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement is two (2), the number of executed copies of the Performance Bond and Payment Bond required is one (1). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120. The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers. The successful bidder shall, upon award of the contract, obtain surety certification on both the Payment Bond and the Performance Bond by taking the completed bonds to the Ventura County Clerk Division of the County of Ventura, Lower Plaza, Administration Building, 800 S. Victoria Ave., Ventura, CA. The fee for each certification is $5.00.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Catherine Young, Architect, RNT Architects, young@rntarchitects.com 805-626-5334
CC: Ryan Hughes, VUSD Bond Program Manager, ryan.hughes@venturausd.org 805-901-9620
Ray Richards, Bond Construction Manager, Ray.Richards@venturausd.org 805-342-6464
Anna Kohr, Balfour Beatty akohr@balfourbeattyus.com 805-393-8951

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **fourteen (14)** days prior to bid opening. Requests received less than **fourteen (14)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the District not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and

such bidder fails or refuses to execute the Contract and provide the required documents within ten (10) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders**. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions**.

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Purchasing not less more than three (3) business days after the date of the bid opening. The protest must include the name, address, telephone number, and email address of the person representing the protesting party. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. The protest must refer to the specific portions of all documents which form the bases for the protest.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within thirty (30) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Board of Education, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Ventura Unified School District
Board of Education, c/o Business Services Department
255 W. Stanley Avenue, Suite 100
Ventura, CA 93001

c. Appeal Review: The Board of Education shall review the decision on the bid protest from the Director of Purchasing and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of Board of Education or the Hearing Officer shall be rendered as soon as practicable given the meeting schedule of the Board, but in no case more than thirty (30) calendar days from the date the written appeal is received. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

14. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, DIR registration numbers, email addresses and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.).

16. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such certificate is included as a part of the Bid Documents.

17. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

18. DIR Registration. To perform the work required by this notice, the Contractor, and all listed Subcontractors, must be registered with the Department of Industrial Relations (DIR), and must maintain current registration throughout the duration of the contract. If, at the time of award of the Contract, bidder is not registered with DIR in accordance with Labor Code section 1725.5, such bid will not be considered and the Contractor will forfeit its bid security to the District.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code

section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

20. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing to the Architect. **Such request by bidder must be received by the Architect no later than ten (10) days prior to the bid opening date.** The request for substitution must be accompanied by evidence as to whether the proposed substitution:

1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
2) Will entail no changes in detail, construction and scheduling of related work;
3) Will be acceptable in consideration of the required design and artistic effect;
4) Will provide no cost disadvantage to the District;
5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6) Will require no change in the Contract Time.

Bidder shall provide with the request for substitution, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be approved. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is approved by the District shall be documented and processed through an Addendum to the bid documents, published and distributed to all bidders no later than 72 hours prior to the bid due date and time.

21. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

22. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem

such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

23. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

24. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

25. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

26. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

27. Obtaining Bidding Documents. The Bid & Contract Documents are available on the Secure Bids Portal which can be accessed from the District Website under Current Bids & Proposals at: https://www.venturausd.org/services/business-services/purchasing.

28. Bid Proposal Submittal. Bid Proposals shall be submitted electronically via the District's Secure Bids vendor portal before the latest date/time for submitting Bid Proposals. See Call for Bids for link to the District's Secure Bids vendor portal. Bidders are solely responsible for timely submission of Bid Proposals through the District's Secure Bids vendor portal. Bidders must attach a pdf file(s) to the electronic bid submission containing all the completed and executed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the Secure Bids Technical Support at sbsupport@colbitech.com. The District does not guarantee timely availability of assistance, or assurance that any given problem will be resolved by the latest date and/or time for submitting Bid Proposals.

29. Date and Time of Bid Proposal Submittal. The Secure Bids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's Secure Bids vendor portal.

30. Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

31. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

32. Time of Completion. The time of completion of the work to be performed under this Contract is of the essence to this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. All work under this Contract shall commence on the date stated in the District's notice to the Contractor to proceed and shall be completed per the Special Conditions, Liquidated Damages and Extensions of Time.

33. Fingerprinting. Contractor is hereby made aware of the requirements of Education code section 45125.1 which requires employees of any entity that has a contract with a school district to have certain employees who will have contact with students to be fingerprinted pursuant to that law, and to not allow such employees to work around students until such time as the Department of Justice has cleared the employee to do so. If it becomes necessary for Contractor's employees to work around students, Contractor shall certify in writing that it has complied with section 45125.1 and shall inform all subcontractors who must work around students of the requirements of that law, further requiring subcontractors to certify compliance with the law.

34. Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District

b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,

d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ❑ Designation of Subcontractors
- ❑ Bid Form acknowledging all Addenda
- ❑ Contractor's Certificate Regarding Workers Compensation
- ❑ Non-Collusion Declaration
- ❑ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ❑ Acknowledgment of Bidding Practices Regarding Indemnity
- ❑ Contractor's Certificate Regarding Drug-Free Work Place
- ❑ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ❑ Contractor's Certificate Regarding Prevailing Wage
- ❑ Disabled Veteran Business Enterprise (DVBE) Participation Statement At Time Of Bid
- ❑ Certification Regarding Iran Contracting Act

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

No contractor or subcontractor may be listed on a bid proposal for a public works project, or may be awarded a contract for public work, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. All public works projects are subject to compliance monitoring and enforcement by the DIR.

Contractors and subcontractors on public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system.

DESIGNATION OF SUBCONTRACTORS FORM

Description AND Portion of Work	Name of Subcontractor	Location & Place of Business	E-Mail	Phone Number	License Type AND License Number	DIR Registration Number

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder Representative: _____

Address: _____

Phone: _____

BID FORM

BID: **E4-24 – Elmhurst Elementary School Playground Replacement**

BIDS TO OPEN VIA SECURE BIDS: December 6th, 2024 at 1 PM

Board of Education
Purchasing Department, 2nd Floor
VENTURA UNIFIED SCHOOL DISTRICT
255 W. Stanley Avenue, Suite 100
Ventura, California 93001

TO: Ventura Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

E4-24 – Elmhurst Elementary School Playground Replacement

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. **TOTAL BASE BID** CASH PURCHASE PRICE IN WORDS & NUMBERS:

E4-24 – Elmhurst Elementary School Playground Replacement

_____ DOLLARS ($ _____)

The Bid Proposal Amount includes the Allowance Amount set forth in this section. The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. Allowance: The Bidder and District acknowledge that the Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of **Seventy-Five Thousands ($75,000.00)** for items described in the Allowances sections of the Special Conditions. Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Any Allowance Amount not fully consumed shall belong solely to the District and shall be refunded to the District via a deductive change order. By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed as described above is inclusive of the Allowance Amount.

ALTERNATE No 1: NA

_____ DOLLARS ($ _____)

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within ten (10) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

9. The District may award a contract to separate contractors on an individual project or combination of projects, whichever is to the best interest of the District. The bidder may specify that the District acceptance of one project shall be contingent upon the District's acceptance of one or more additional projects submitted on the same bid. It may be necessary to delete portions of the bid award depending on the availability of District funds.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

_____

_____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license and Department of Industrial Relations (DIR) registration information:

License Number: _____

License expiration date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within ten (10) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

_____
Proper Name of Company

_____
Name of Bidder Representative

_____
Street Address

_____
City, State, and Zip

(_____) _____
Phone Number

(_____) _____
Fax Number

_____
E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or

partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. 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 employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

_____

(Signature)

_____

(Print)

_____

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed Name: _____

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Ventura Unified School District or a certified check payable to the order of the Ventura Unified School District in an amount equal to ten percent (10%) of the base bid and alternates ($_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

_____

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Ventura Unified School District (hereafter called "District") in the sum of _____ ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20___.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____.

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within ten (10) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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 the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

_____
Typed or Printed Name

_____
Principal's Title

(Corporate Seal)

By _____
Surety's Signature

_____
Typed or Printed Name

_____
Title

(Attached Attorney in Fact Certificate)

_____
Surety's Name

_____
Surety's Address

_____
Surety's Phone Number

(This bond must be signed and acknowledged by both Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals and Attorney-in-Fact Certificates, attached hereto.)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of agent or representative for
service of process in California if different from above)

_____

_____

_____

(Telephone Number of Surety and agent or
representative for service of process in California).

_____

_____

_____

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Ventura Unified School District

RE: Project Number _____

Construction Contract for _____

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

_____
Contracting Party

_____
Name of Agent/Title

DATE:_____ _____
CONTRACTOR

By:_____
Signature

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 performing 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.

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

1. 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.

2. Establishing a drug-free awareness program to inform employees about all of the following:

   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations;

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the Ventura Unified School 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 Section 8350 et seq.

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

DATE:_____ _____
CONTRACTOR

By:_____
Signature

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all construction zones at all times.

DATE:_____

_____
CONTRACTOR

By:_____
Signature

CONTRACTOR'S CERTIFICATE REGARDING PREVAILING WAGE

I certify that I am aware of the provisions of Section 1770 et. seq. of the Labor Code of the State of California which require the payment of prevailing wages to all workers employed on a public works project, and that I will comply with such provisions upon commencement and throughout the performance of the work of this Contract.

DATE:_____

_____
CONTRACTOR

By:_____
Signature

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT AT TIME OF BID

Each bidder must complete this form in order to comply with the Ventura Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq*.)

Project Name: _____

Bid No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers.

Check only one of the following:

☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any Change Order/ Construction Change Document, for the above-referenced Project.

☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____dollars ($_____), which represents approximately _____percent (___%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any Change Order/ Construction Change Document, for such Project

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATION REGARDING IRAN CONTRACTING ACT

(Public Contract Code §2200 *et seq.*)

District: Ventura Unified School District
Project:
Bidder Name: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) I am a duly authorized representative of the Bidder and, in that capacity, I have executed this certification on behalf of the Bidder.
(ii) With respect to the Bidder's status for purposes of the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*), the appropriate box is checked immediately below (check only one box).

☐ The Bidder is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The maximum total amount payable to the Bidder in connection with the Project, as of the date of this certification, will not exceed one million dollars ($1,000,000.00).

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of $250,000 or twice the Contract Amount, termination of the Contract, and/or ineligibility to bid on contracts for three years.

[End of Bid Documents to be Submitted with Bid]

CONSTRUCTION AGREEMENT FORM

THIS AGREEMENT, entered into this____ day of_____, 20__ in the County of Ventura of the State of California, by and between the Ventura Unified School District, hereinafter called the "District", and _____, hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **E4-24 Elmhurst Elementary School Playground Replacement** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within **ninety-eight (98) calendar days** from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

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

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of **Two Thousand Dollars ($2,000.00)** per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS ($_____), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents,

whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco

Contractor Certification of Pupil Contact and Employee List
Contractor's Certificate Regarding Background Checks
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a **Class A General Engineering Contractor's License**, issued by the State of California, which must be current and in good standing.

ARTICLE 11 - NOTICE AND SERVICE THEREOF: Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely, (a) if the notice is given to the District, by personal delivery thereof to the Project Construction Manager of the District, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the District, postage prepaid and certified; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to

its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at:

_____

_____

_____

postage prepaid and certified; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Ventura Unified School District

By:_____

By: _____
Ahsan Mirza
Assistant Superintendent, Business Services

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

(CORPORATE SEAL)

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the VENTURA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the VENTURA UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars ($_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any 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 due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions

precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the VENTURA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____ _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the VENTURA UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications,

alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal 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 Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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 reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____ _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____TWO____ (____2___) year from the date of the Notice of Completion of the above-mentioned structure by the Ventura Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

_____	_____
(Proper Name)	(Proper Name)
By: _____	By: _____
_____	_____
(Signature of Subcontract or Contractor)	(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Ventura Unified School District, 255 W. Stanley Avenue, Suite 100, Ventura CA 93001, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for ____ _____in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.

2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of Owner:

_____

Title

_____

Name

_____

Signature

_____

Address

On behalf of Contractor:

_____

Title

_____

Name

_____

Signature

_____

Address

On behalf of Agent:

_____

Title

Name

Signature

Address

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

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

OWNER	CONTRACTOR
Title	Title
Name	Name
Signature	Signature

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Ventura Unified School District within ten (10) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____

(Title) (Department)

_____

(Company)

_____

(Street Address)

_____

(City) (State) (Zip Code)

(_____) _____

(Telephone Number)

_____

Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____

(Title) (Department)

_____

(Company)

_____

(Street Address)

_____

(City) (State) (Zip Code)

(_____) _____

(Telephone Number)

DATE:_____ _____

CONTRACTOR

By:_____

Signature_____

CONTRACTOR CERTIFICATION OF PUPIL CONTACT AND EMPLOYEE LIST

To: Board of Education
Ventura Unified School District
Attention: Purchasing Department

From: _____ (Contractor Name)

Subject: Certification of Pupil Contact and Contract Employee List

Reference: Purchase Order #_____ Contract # _____

Project Name/Location_____

Our company has been contracted by your school district to perform one or more of the following or similar services that may have contact with pupils:

___ Janitorial ___ Landscape ___ Food-Related

___ Administrative ___ Transportation

___ Other Services (Specify)

Pursuant to California Education Code (EC) 45125.1, we as the entity (contractor) have read and understand the following requirements in regards to contract employees:

1) Provide for submission of the fingerprints of myself and those employees who may have any contact with pupils to the California Department of Justice (CDOJ) in a manner authorized by CDOJ. Such clearance documents, when received from CDOJ, are on file in our office and available for your inspection.

2) Do not permit any employees to come in contact with pupils until CDOJ clearance is ascertained.

3) Certify in writing to the governing board of your school district that none of our employees who may come in contact with pupils have been convicted of a violent or serious felony as defined in EC 45122.1 (as identified in Penal Code Sections 667.5 and 1192.7). Such certification is provided herein.

4) Provide a list of the names of company employees who may come in contact with pupils to the governing board of our school district. This enclosed list will be kept current and sent to you when there are updates.

5) Meet the above within legal and contract timeline requirements.

I hereby certify for our entity (contractor) that none of our employees who may come in contact with pupils in your school district have been convicted of a violent or serious felony as defined in EC 45122.1 (as identified in Penal Code Sections 667.6 and 1192.7).

The following is a list of our employees who may come in contact with pupils of your school district. I will keep this list current and send you a revised list when there are updates.

Name **Site**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Company Name

_____ _____

Contact Name (Officer or Employee) Title

_____ _____

Authorized Signature Telephone Number

_____

Date

ARTICLE 1
DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

1.1.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.

1.1.2 Approval means written authorization through action of the Governing Board

1.1.3 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the Drawings and Specifications for the Project. Also see Article 4.

1.1.4 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Payment Application and a requirement for Contract Close-Out. See Article 3.17

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all fire/ life safety items are approved and operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if fire/ life safety items are not approved and operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) 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 the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 4.6.

1.1.7 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2.

1.1.8 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 9.9.

1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting structural, access or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). See Article 7.3.

1.1.11 Complete/ Completion/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 1.1.46.

1.1.13 Construction Manager. The Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.14 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.15 Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance

and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". See Article 8.1.1

1.1.17 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or Ventura Unified School District.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days means calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at District's discretion. See Article 2.2.

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6

1.1.22 District Representative is the person designated by the District to represent the District during the Construction for the Project. This District Representative shall have the delegated authority as further defined in Article 1.1.2. This District Representative may be an employee of the District who may have the delegated authority as set forth in Article 1.1.3, and may also include Construction Managers. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District's Construction Manager who will advise the District.

1.1.23 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including Plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). See DSA website.

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 8.1.4.

1.1.27 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3

1.1.28 Inspector of Record (IOR)/ Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 7.1.2.

1.1.30 Payment Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", "Payment Application", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and District. See Article 9.3.

1.1.31 Project is the complete construction of the Work performed in accordance with the Contract Documents.

1.1.32 Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.34 Punch List/ Punch Item/ Incomplete Punch Item is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. See Article 9.9.

1.1.34.1*Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the Project is Substantially Complete. See Article 9.9.1

1.1.35 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor

believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. See Article 7.4.

1.1.36 Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. See Article 7.5.

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 8.3.2.9.1. See Article 8 of the General Conditions.

1.1.39 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 6.

1.1.41 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

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

1.1.43 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these Specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order

1.1.45 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.

1.1.46 Substantial Completion/ Substantially Complete(d) is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch List Items (See Article 9.9.1.1); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, and all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.48 Supplementary Conditions/ Supplementary General Conditions/ Special Conditions are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, Payment Bond or Performance Bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 *Documents Complementary and Inclusive*. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study Plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Section 4-343(b) of Title 24.

1.2.1.2 *Work to be Complete*. Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Contractor to provide a complete Project which means complete systems and buildings. The entire set of Contract Documents shows a complete Project and Contractor agrees that there are multiple disciplines putting together a set of Contract Documents. Thus, if portions of a system are shown on some Drawings and not others, this does not mean the Contractor is to only provide part of a system. For example, if an air conditioning unit is shown on the mechanical Drawings, the plumbing for the air conditioning is shown on another Drawing, and the electrical shown on the electrical Drawings, the Contractor is to provide a complete and working air conditioning system. The only time when an item is supplied incomplete is if the system is shown specifically as incomplete since others will be completing the system. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *Coverage of the Drawings and Specifications*. The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor. The Contractor is responsible for the whole Project as contractually set forth as the Contract Documents. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

1.2.1.4 *Conflicts*. In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *Conformance with Laws*. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include review of Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Contractor shall, within five (5) days, notify the Inspector, Architect and District in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 *Ambiguity and Inconsistency*. Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Prior to commencing any portion of the Work, Contractor shall notify Architect and District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. Contractor shall maintain an adequate inspection system and perform personal observations and review work and pre-plan the project to ensure the Work performed under the Contract conforms to Contract requirements. Contractor shall maintain records of such review and observation to ensure strict compliance with the terms of the Contract.

1.2.1.7 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

1.2.1.8 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals*. Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. The Deferred Approval item cannot be fully detailed on the originally approved Drawings or Specifications because of variations in product design and manufacture. Contract Documents which require Deferred Approval items are meant to be for illustration purposes only. Approval of Plans for such a portion of the Work may be deferred until the material suppliers and Subcontractors are selected. All Deferred Approvals are noted in the Plans and Specifications. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all Deferred Approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.3 Specification Interpretation

1.2.3.1 *Titles*. The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.

1.2.3.2 *As Shown, Etc*. Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 *General Conditions*. The General Conditions and Supplementary General Conditions are a part of the Contract Documents which further defines and refines the Contract entered between the Contractor and District.

1.2.3.4 *Abbreviations*. In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2.3.5 *Plural*. Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.6 *Metric*. The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.7 *Standard Specifications*. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of the Contractor's proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.4 Rules of Document Interpretation

1.2.4.1 In the event of conflict within the Drawings, the following rules shall apply:

a. General Notes, when identified as such, shall be incorporated into other portions of Drawings.

b. Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.

c. Larger scale Drawings shall take precedence over smaller scale Drawings.

d. At no time shall the Contractor base construction on scaled Drawings.

1.2.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.2.4.3 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

1.2.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

a. General Conditions take precedence over Drawings and Specifications.

b. Supplemental Conditions take precedence over General Conditions.

c. The Agreement Form shall take precedence over the Supplemental Conditions.

d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

e. Addenda shall take precedence over Drawings and Specifications.

f. General Conditions shall take precedence over Addenda.

g. Drawings and Specifications take precedence over the Soils Report.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect pursuant Contract requirements between the District and Architect. The Contractor may retain one Contract record set. 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. All copies except the Contractor's record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the District's property interest or other reserved right.

ARTICLE 2
DISTRICT

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey

The District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading and site work.

2.1.2 Soils

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.1.3 Soils Report Part of the Contract Documents: Contractor Reliance

A soils investigation report has been obtained from test holes at the Site, and such report is incorporated into this Contract and made available for the Contractor's use in preparing its bid and Work under this Contract. Where the Plans and Specifications are more specific and provide more significant structure, systems, reinforcing, thicknesses, or construction methods, the Drawings shall control over the soils report. The soils report is available at the Architect's office for review and it is Contractor's responsibility to ensure that Contractor has reviewed the soils investigation report. Any information obtained from such report or any other information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils report, then Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the Contract Price may be made in accordance with Article 7 entitled "Changes in the Work." Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH THE REQUIREMENTS OF THE SOILS INVESTIGATION REPORT. CONTRACTOR UNDERSTANDS THAT PLANS, DRAWINGS AND SPECIFICATIONS SUPERSEDE THE SOILS REPORT IF THERE ARE CONFLICTS. FURTHER, IN ADDITION TO THE INFORMATION IN THE SOILS REPORT, CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

2.1.4 Utilities

2.1.4.1 *Location of Point of Connection*. The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

2.1.4.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) business days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which 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. See Government Code section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any Subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Article 8.4.

2.1.4.3 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the main or trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities. Other than the main or trunkline, which the District has endeavored to locate on the Plans, service connections or laterals to these utilities may not be shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District's representative as to any utility main or trunkline discovered by Contractor in a different position than provided by the Regional Notification Center. With respect to main or trunklines, Contractor is to immediately notify District if the location is substantially different than as shown in the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

2.1.4.4 *Other Utilities.* In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner of the service connection, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner

of the service connection has the option of doing such work with their own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the Plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with their own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the Plans or is in a position different from that shown on the Plans and were it in the position shown on the Plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Article 7 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Article 7 herein.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

2.1.5 Existing Utility Lines; Removal, Relocation

2.1.5.1 *Main or Trunkline Facilities*. If the Contractor while performing the Contract discovers utility facilities not identified in the Contract Documents, Contractor shall notify the District and utility in writing prior to commencing work.

The owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities located in a substantially different location than in the Plans and Specifications, and for equipment in use on the project necessarily idled during such work. This Work shall be performed in accordance with Article 7 of these General Conditions.

2.1.5.2 *Assessment*. Nothing in these subparagraphs shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site and could be inferred from the Main or Trunkline shown on the Drawings.

2.1.5.3 *Notification*. If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the District in the Contract Documents. Contractor shall, within five (5) days, notify the District and the utility in writing. If Contractor fails to notify the District within forty eight hours after discovery of any utility facilities not identified by District in the Contract Documents, Contractor waives all rights to be compensated for any extra Work or damages resulting from such discovered utilities.

2.1.6 Easements

District shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract Documents.

2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (48 HOUR NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide forty-eight (48) hour written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. Cases of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare Deferred Approval items or Shop Drawings in a timely manner;
8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a delay to the critical path, or delay the Contract Time;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the Americans with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive
13. Failure to correct a Notice of Deviation

If during the forty eight (48) hour period, the Contractor fails to Cure and correct the deficiency noted in the 48 hour notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the District may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of emergency or critical path delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to cure under Article 2.2 ("Article 2.2 Notice" or "Notice of Partial Default") shall be served by e-mail (with a copy provided by regular mail) to the e-mail address provided on the Bid submitted and copied to the Project Superintendent.

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of critical path delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the critical path and prescribe the length of shortened time to cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The District shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4.

ARTICLE 3
THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

3.1.1.1 *Responsibilities*. It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

3.1.1.2 Performance of the Work. The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, change orders, construction change documents, and as required by law. (See Title 24, Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the

Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 1.17 for further discussion.

3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

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

3.1.7 Obligations not Changed by Architect's Actions

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

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Full Time Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District Representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work

shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Contractor shall comply with the applicable provisions of Education Code section 45125.1 in a method as determined by the District. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the District.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its Subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or

Subcontractor's employees from bringing any animal onto the Project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received. Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, 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 this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until final acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss.

District similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 Assemblies

For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary, (including engineering as specifically required with Shop Drawings or Deferred Approvals) for complete assemblies and complete working systems. Incidental items not indicated on the 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 in the Contract Documents 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.

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to District includes, but is not limited to, the following representations:

3.4.1 In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a two (2) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

3.4.2 In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired

and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

3.4.3 If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

3.4.4 This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

3.5 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Article 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.6.1.1 *DSA Fees*. DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing school districts and Contractor shall maintain compliance

over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

3.6.3 Responsibility

The Contractor shall perform all Work in conformance with every law, statute, ordinance, building code, rule or regulation. The Contractor shall assume full responsibility for such Work and shall bear the attributable cost of correction or project delay.

Pursuant to Title 24 Section 4-343(b):

> "Contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time.... All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the inspector, for interpretation or correction."

To help Contractor plan its operations, Contractor is directed to study the current version of the DSA 152 Inspection Card Manual identifying the exact steps the Inspector is to follow in the review and sign off process for the DSA 152. The DSA 152 Inspection Card Manual provides specific detail as to the order of operations, review items and compliance items beyond the Specifications and Plans which are reviewed for DSA compliance. The most current version of this manual is located on DSA's website.

Contractor is also specifically directed to the time periods for posting of Special Inspection Reports and Inspector Notifications under DSA PR 13-01 since the timing of Inspection is not a Governmental Entity related delay.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements Within Ten (10) Calendar Days

Within ten (10) calendar days after Notice to Proceed, Contract shall submit the following:

3.7.1.1 Detailed Schedule of Values (See Article 9.2)

3.7.1.2 Submittal Listing and Schedule for Submittals

3.7.1.3 Critical Path Baseline Schedule (See Article 8)

3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 *All Submittals for the Project* except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

a. Structural Steel may be included as a later Submittal than 35 days if Structural Steel is a significant portion of the Work, at least one or some

of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.

b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the District or Architect), shall provide complete designs, shall be stamped by the structural steel Subcontractor, Contractor, and structural steel Subcontractor's structural engineer at time of submission and as further addressed in Article 3.9.

c. In no case shall the submission of structural steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

3.7.2.2 *Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement*. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of Milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 8. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

3.7.2.3 *Piecemeal Submissions of Submittals*. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete. .

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to review documents posted to the DSA Project website.

3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

3.9.1.1 *Deferred Approvals*. Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants Deferred Approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to access floors, bleachers, elevator guide rails and related elevator systems, exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., skylights, window wall systems, storefronts, stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term "Shop Drawings" as used herein means Drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting Drawings; manufacturer's standard Drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all 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 their position conform to the requirements of the Contract Documents.

3.9.1.3 *Manufactured* applies to standard units usually mass-produced, and "Fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall: establish the actual detail of all manufactured or Fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and Product Data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 *Samples*. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, Fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required.* Shop Drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address

conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a BIM format or other format as agreed by District.

3.9.2.2 *Purpose for Shop Drawings.* Shop Drawings are the Contractor's manufacturer, Subcontractor, supplier, vendor or the Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contact Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the Specifications and Contract Documents. The Shop Drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material Specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

3.9.2.3 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all Product Data from equipment manufacturers. "Product Data" as used herein are 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.

3.9.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The Shop Drawings are not a reproduction of the architectural or engineering Drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

3.9.2.5 *Shop Drawings Engineering Requirements*: Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.2.6 *DSA Approvals Required Prior to Work*. No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 8.

3.9.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop Drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for Deferred Approvals at Division 1 of the Specifications. All Deferred Approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for Deferred Approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

3.9.3.1 *DSA Approvals Required Prior to Work.* No work on a Deferred Approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals*: Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

3.9.4.2 *Description of Use and Performance Characteristics*: Information should be furnished describing the normal use and expected performance of the product. The Architect and Contractor review this information to confirm that the product is appropriate for the intended use.

3.9.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.

3.9.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the Specifications are being met by the product.

3.9.4.5 *Contractor Responsible for Jobsite Dimensions*: Some material is custom-Fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full

range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications or Specification Section 1, samples shall be submitted in duplicate.

3.9.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.

3.9.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.

3.9.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.9.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop Drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Refer to Division 1. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements. Submittal Procedures for further information.

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect. See also Division 1.

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous

submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, Product Data, or samples are subject to charge to the Contractor pursuant to Article 4.5.

3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

3.9.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated Specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications (as long as the Specifications do not conflict with General Conditions. In the case of conflict, the conflicting provision shall be controlled by the General Conditions and the remaining Specifications sections shall be interpreted as if the general conditions language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception under Article 3.7.2.1. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with Division 1 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations and Coordination.* By submitting Shop Drawings, Product Data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 *Contractor Coordination.* Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

> "[Contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or

Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.

_____
Signature of Contractor and date

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, Product Data, samples, etc., shall not deviate from the *requireme*nts of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 3.10.4, "Substitutions."

3.9.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents*. Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially, will be returned not reviewed by the Architect for resubmission by the Contractor. Refer to Submittal Procedures of the Specifications for additional information. The Contractor shall be responsible for any related delays and shall not be the basis for any Claim.

3.9.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop Drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Plans and Specifications, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 4.5 and consequential damages associated with a CCD to revise Plans and Specifications to accommodate the deviation from approved Plans and Specifications.

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, Product Data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves 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 the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Substitution Request **no later than ten (10) days** prior to the date and time bids are due and meeting the requirements of this Article.

3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Subject to the requirements of properly submitting a Substitution Request for as Addressed in Article 3.10.4, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract Price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

3.10.4 Substitution Request Form

Requests for substitutions of products, materials, or processes in place of a Specified Item must be in writing to the Architect. **Such request by bidder must be received by the Architect no later than ten (10) days prior to the bid opening date,** except as provided for in Article 3.10.3.

The request for substitution must be accompanied by evidence as to whether the proposed substitution:

a. Is equal in quality/service/ability to the Specified Item;

b. Will entail no changes in detail, construction, and scheduling of related work;

c. Will be acceptable in consideration of the required design and artistic effect;

d. Will provide no cost disadvantage to the District;

e. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and

f. Will required no change of the construction schedule.

Bidder shall provide with the request for substitution, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be approved. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is approved by the District shall be documented and processed through an Addendum to the bid documents, published and distributed to all bidders no later than 72 hours prior to the bid due date and time.

If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all DSA review costs, engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

3.10.5 Substitution Requests After Bid

The District, in its sole discretion, may accept a request for substitution by the Contractor or may request Contractor substitute a specified item. Any substitutions requested after bids are opened shall be subject to the same conditions and requirements set forth in Article 3.10.4 above. If any substitutions, that in the District or Architect's determination, results in a credit to the District, the credit amount shall be agreed upon in writing, otherwise, the request for substitution shall be deemed denied.

3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.11.2 Structural Members

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary

to such authority is at the Contractor's risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor's responsibility.

3.11.3 Subsequent Removal

Permission to patch any areas or items of the Work shall not constitute a waiver of the District's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;

b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.

c. Repair or replace any damaged materials. Replace any chipped or broken glass.

d. Remove any and all stains.

e. Remove labels that aren't permanent labels.

f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds

g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

h. Remove temporary film that remains on any hardware, doors or other surfaces.

i. Seal the bottom and tops of all doors

3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the Specifications including, but not limited to:

a. Remove putty stains from glazing, then wash and polish glazing.

b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.

c. Remove temporary protection and clean and polish floors and waxed surfaces.

d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint

e. Wipe surfaces of mechanical and electrical equipment.

f. Remove spots, soil, plaster and paint from tile work, and wash tile.

g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.

h. Vacuum-clean carpeted surfaces.

i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES AS ADDRESSED IN ARTICLE 6.

3.13.1 Special Inspection, Inspections or Tests Out of State, Out of Country or Remote from Project

If Contractor has a Subcontractor or supplier that requires in plant or special inspections or inspections or tests that are out of the country, out of the state, or a distance of more than 200 miles from the Project site, the Special Inspector or Inspector shall be provided access so the special inspection or inspection may occur in the remote location. In some cases, the DSA Inspector may also require access in addition to Special Inspectors and individuals performing tests. Inspections/tests shall occur during normal work hours. See also Article 4.3.6.

3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the District and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

3.14.2 Review

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

3.15 INDEMNIFICATION

3.15.1 Contractor

See Agreement Form. Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the indemnity and hold harmless language in the Agreement Form.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

3.16 SUBMISSION OF DAILY REPORTS

3.16.1 General

By 10:00 a.m. on the following business day, the Contractor shall submit a Daily Report to the Inspector and copy the Architect for the previous day's Work. If there is a Construction Manager, the original Daily Report is to be provided to the Construction Manager and copies sent to the Architect

and the Inspector. Daily Reports shall be prepared on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. The District reserves the right to note inconsistencies or inaccuracies in the Daily Reports. In such cases, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Daily Reports by Subcontractors or others shall be submitted through the Contractor.

3.16.2 Labor

The Daily Report shall show names of workers, classifications, hours worked and hourly rate. The locations where work occurred shall also be identified in the Daily Report. Project superintendent expenses are not allowed.

3.16.3 Materials

The Daily Report required shall describe and list quantities of materials used and unit costs.

3.16.4 Equipment

The Daily Report required shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost. Move-on and move-off fees shall be noted.

3.16.5 Other Services and Expenditures

Other services and expenditures shall be described in the Daily Report in detail as the District requires.

3.16.6 Failure to Submit Daily Report

If Contractor does not submit its Daily Report by 10 am the next business day, the Inspector of Record shall prepare a Daily Report addressing each of the above items. The cost for the Inspector's services to prepare the Daily Report shall be addressed through a Deductive Change Order under Article 7.7.4.

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Builts at Completion of Work

Upon completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a stamp indicating the Drawings are As-Builts and certifying accuracy on the final set of As-Builts. Failure to deliver a complete As-Built set of Drawings may result in significant withholdings to ensure Work is properly documented. See Article 9.9.1.

3.17.3 Log of Control and Survey Documentation

Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built Drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.

3.17.4 Record Coordinates for Key Items

Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

3.17.5 BIM As-Built Drawings

If BIM is utilized for the Project, then an electronic version of such As-Built Drawings and Annotated Specifications will be delivered to District (in an acceptable format to District).

3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical,

sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Architect.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 ARCHITECT

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the District may appoint an Architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et seq., the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 Limitations of Construction Responsibility

The Architect, District and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and CM shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect, District and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, District or CM in the Architect, District or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies to the District, Architect

and Inspector. Where direct communication is necessary between the District and the Contractor, the District's communication shall be through the District's authorized designated person. The Architect and CM shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District's Representative. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor. In the case where a CM is hired for the Project, the CM shall be the main point of contact for communication of information. Copies should be sent to the Architect, District Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Payment Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect (and/or CM) may recommend to the District that the District require additional inspection or testing of the Work in accordance with Article 13.5, whether or not such Work is Fabricated, installed, or completed. District may have Non-conforming Work removed and replaced pursuant to Article 9.7. However, neither this authority of the Architect (or CM) nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect (or CM) to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section is does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

4.2.7 Warranties upon Completion

The Architect (and where applicable CM), in conjunction with the Inspector will conduct field reviews of the Work to determine the date of Substantial Completion and of Final Completion, shall receive and forward to the District for the District's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect believes the Work has been completed in compliance with the requirements of the Contract Documents (See Article 9.11 for Close-Out). The handling by the Architect (or where applicable CM) of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

On some Projects, the District will take a phased occupancy of the Project. In those cases, the District may commence the running of warranties on the buildings, or phases that are accepted after Punch List is completed and the District has accepted Completion of the separate phase. A separate Notice of Completion may be filed for the separate building or phase of work and warranties shall commence for the separate phase only to the extent that warranties do not require coordination or connection to other buildings or other parts of the site and only if the warranted item is completed to its entirety in the segregated building or phased area.

If written warranties are not provided at the time the Punch List is nearing completion, Architect (with recommendations from the CM and Inspector) shall determine the dollar value of the warranties and shall make recommendation for withholds necessary transfer such Warranty to the District for future use as part of the Punch List for the Project pursuant to Article 9.6.

Warranties are not commenced through utilizing of equipment for testing and operation as necessary to acclimate buildings or where necessary to test systems.

4.2.8 Interpretation

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents. Architect shall make clarifications as necessary to interpret the Contract Documents.

4.3 PROJECT INSPECTOR

4.3.1 General

One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the

criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 Inspector's Facilities

Within seven (7) days after the notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.

4.3.5 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 4.3.2. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. Failure to plan and pay (if applicable) for quicker delivery of Special Inspections may be counted as Float, but is not considered Governmental Delay Float under Article 8.1.4.

4.3.6 Special Inspections, Inspections or Tests Out of State, Out of Country or Remote from Project

If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project Site, the District shall provide the Special Inspector or individual performing tests time for

inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).

4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).

b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).

c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer

d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.

e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).

f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by District (Article 3.9)

g. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.

h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 3.10)

i. Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.

j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.

k. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

l. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, Product Data, samples, RFI's etc.

4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 4.6.2 within ten (10) days after Contractor's Article 7 request for Change is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Article 4.6.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

4.6.2 Architect's Review

The Architect (and CM) will review Disputes and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Claim.

4.6.2.1 *Architectural Immunity*. Architect review of Claims shall be impartial and meant to resolve Disputes. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes between the District and Contractor.

4.6.3 Documentation if Resolved

If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

4.6.4 Actions if Not Resolved

If a Dispute has not been resolved and all documentation requested pursuant to Article 4.6.2 has been provided, the Contractor shall, within ten (10) days after the Architect's preliminary response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 4.6.2.

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 4.6.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 4.6.9

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

4.6.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process*. At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

a. If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.

b. No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 4.6 or the requirement to submit Claims to Court under Article 4.6.9.4.

4.6.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

a. Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:

1. If such condition is a hazardous waste condition, Contractor's bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a 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 the provisions of existing law. In such case, the notice bulletin procedures of Article 7 apply.

2. Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, Soils Report, and from Contractor's own investigation under Article 2.1.

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.

b. The District shall investigate the conditions, and if District finds that the conditions do materially so differ, 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 or Construction Change Document under the procedures described in the Contract.

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

4.6.8 Dispute Concerning Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 8.4. Upon completion of the procedures set forth under Article 8.4, Contractor must then comply with the requirements in this Article including those set forth under Article 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.6.9.1 *Procedure Applicable to All Claims*

a. Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for (1) time extension, (2) 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 the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 8.1.5.1.))

b. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.

c. Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 4.6.1, submit a notification, in writing, with the District (and the District's CM) stating clearly the basis for the Claim. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 4.6.1, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Articles 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

(1) The term "Claim" must be at the top of the page in no smaller than 20 point writing.

(2) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "Claim."

(3) A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation

(4) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

d. Formal Claim Appeal Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before Retention Payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial, arbitration or other legal proceeding.

e. Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

1. Cover letter.

2. Summary of factual basis of Claim and amount of Claim.

3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.

4. Documents relating to the Claim, including:

   a. Specifications sections in question.
   b. Relevant portions of the Drawings
   c. Applicable Clarifications (RFI's)
   d. Other relevant information, including responses that were received.
   e. Contractor Analysis of Claim merit.
      (a) Contractor's analysis of any Subcontractor vendor Claims that are being passed through.
      (b) Any analysis performed by outside consultants
      (c) Any legal analysis that Contractor deems relevant
   f. Break down of all costs associated with the Claim.
   g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 8.4 chronology of events and related correspondence.
   h. Applicable Daily Reports and logs.
      (a) If the Daily Reports or Logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
   i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata).
      (a) The meta data and bid information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
      (b) This data on the bid shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
      (c) If the bid documentation is not available, lost or destroyed, there shall be a presumption that the lost bid documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.

f. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:

1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;

2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;

3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.

4. That the Contractor is familiar with Government Code sections 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.

g. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

h. Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 District (through CM or District's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed. *Claims Procedures in Addition to Government Code Claim.* Nothing in the Claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.3 *Binding Arbitration of Individual Claim Issues.* To expedite resolution of Claims pursuant to Public Contract Code section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

4.6.9.4 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

4.6.9.5 *Warranties, Guarantees and Obligations.* The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations

by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.1.2 Subcontractor Licenses

All Subcontractors shall be properly licensed by the California State Licensing Board.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

a. Such assignment is effective only after Termination of this Contract with the Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

c. The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

ARTICLE 6
CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts.

6.1.1.1 District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

6.1.1.2 If any part of Contractor's Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor's Work. Contractor will be held accountable for damages to District for that Work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' Work as fit and proper for reception of its Work, except as to defects which may develop in other contractors' work after execution of Contractor's work.

6.1.1.3 To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

6.1.1.4 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.5 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of this Contract, once Contractor provides District timely written notice and identifies the Schedule Conflict, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.6 District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc.)

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES BASED ON DOCUMENTATION PROVIDED WITH THIS BID OR DISCUSSED AT THE JOB WALK. CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS REQUIRED FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR

WORKING ON A DIFFERENT PHASE, CONTRACTOR'S SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR OTHER PHASES AS NECESSARY TO PREVENT DELAYS AND DAMAGES TO OTHER CONTRACTORS WORKING ON OTHER PHASES OF CONSTRUCTION.

6.1.2 District's Right to Carry Out the Work

See Article 2.2.

6.1.3 Designation as Contractor

When separate contracts are awarded to contractors on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 District Notice to the Contractor of Other Contractors

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor's activities with the activities of the District's forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when:

a. Notice is provided in the Contract Documents of other scope of Work,

b. In the case where there is known Work to be performed by other Contractors

c. For outside contractors hired by utilities

d. Where the Contract Document provides "Work by Others" or "By Others"

e. Where specifically noted during the Pre-Bid Conference

f. Where specifically noted in the Mandatory Job Walk

g. By CO or ICD,

h. With respect to the installation of :
   1. Furniture,
   2. Electronics and networking equipment,
   3. Cabling,
   4. Low voltage,
   5. Off-site work,
   6. Grading (when by a separate contractor),
   7. Environmental remediation when excluded by the Contract Documents (i.e. asbestos, lead or other hazardous waste removal)
   8. Deep cleaning crews,

9. Commissioning and testing,
10. Keying and re-keying,
11. Programming

6.1.4.2 Exception where no Coordination is Required on the Part of the Contractor for Turn Key Operations. If the Contractor has specifically outlined a "Turn Key" or "Complete Delivery" of a final completed operational school in writing as part of the Baseline Schedule..

6.1.4.3 The Contractor shall make any revisions to the Baseline Schedule (or Schedule Update) and Contract Sum deemed necessary after a joint review and mutual agreement. The Baseline Schedule (or Schedule Update) shall then constitute the Schedules to be used by the Contractor, separate contractors, and the District until subsequently revised. Additionally, Contractor shall coordinate with Architect, District, and Inspector to ensure timely and proper progress of Work.

6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As constructive owner of the Project site, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this Agreement as being adequate coverage in case of calamity.

6.3 DISTRICT'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Article 3.12, the District may clean up and allocate the cost among those it deems responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work 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 or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. 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. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4 (Please check with the District since there are different interpretations of the limitations of Public Contract Code section 20118.4 depending on the County the Project is located). In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any Claim of additional compensation for such additional work and Contractor takes the risk that a Notice of Non-Compliance may issue, a critical path Project delay may occur, and the Contractor will also be responsible for the cost of preparation and DSA CCD review fees for a corrective DSA approved Construction Change Document.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT 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 SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent

approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

a. A description of a change in the Work;

b. The amount of the adjustment in the Contract Sum, if any; and

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

A CO may be comprised of ICD's, Response to RFP's and COR's

7.3 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

7.3.1 Definitions

7.3.1.1 *Construction Change Document (CCD)*. A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting structural, access compliance or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required);

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 and Supplementary General Conditions for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in the Supplementary General Conditions and Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with $0 and no additional time. Contract may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for pricing purposes as long as the RFP is submitted within the timeline provided by the RFP, or within 10 days following issuance of the ICD.

7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an IC*D. Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14.

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order*. Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance*. If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 Definition

A RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

7.4.1.1 A RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, Subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 A RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including Specification section, detail, page numbers, Drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

A RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

A RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Article 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

7.6.2 Changes in Price

A COR shall include breakdowns per Article 7.7 to validate any change in Contract Price due to proposed change or Claim.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8. A schedule fragnet showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Article 9.1, the critical path, or the Contract Time as defined in Article 8.1.1, the Contractor shall

provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Document.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or CCD from time to time during the progress of the Project, Contract Sum being adjusted accordingly. All such Work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material" basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.

7.7.1.1 *Time and Material Charges.* If the District orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or District Representative at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Article 7.7.3. Submission of sums which have no basis in fact 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.);

   1. If the District objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Article 7.7.2(d) or 7.7.3.

   2. Once the District provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.

b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;

c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under Article 7.7.3; or

d. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. *Basis for Establishing Costs*

(1) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the overhead and profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(2) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

(3) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra Work shall be included. If equipment is used intermittently and,

when not in use, could be returned to its rental source at less expense to the District than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the District.

All equipment shall be acceptable to the Inspector, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

e. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

f. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, Project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

		EXTRA	CREDIT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Labor (attach itemized hours and rates)		
(c)	Equipment (attach invoices)		
(d)	Subtotal		

		EXTRA	CREDIT
(e)	Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ **6.2%**- with a wage ceiling of $84,900; Medicare @ **1.45%**- no wage ceiling; FUTA @ **.8%**- with a wage ceiling of $7,000; ETT and SUI @ **2.3%**- with a wage ceiling of $7,000; Workers' Compensation @ **5.94%**; **Total not-to-exceed is 16.69%.** (*Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).*		
(f)	Subtotal		
(g)	Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed ten percent (10%) of Item (f).		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (f)		
(k)	TOTAL		
(l)	Time		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 *Adjustment for Time and Compensable Delay*. A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragnet showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Article 7.7.3 (a) – (d) only, setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

For unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 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 omissions in the Work as provided herein. All CO's are subject to Audit under Article 13.11 for discounts, rebates and refunds.

7.7.6 Accounting Records

With respect to portions of the Work performed by CO's and CCD's on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records in a format consistent with accepted accounting standards and satisfactory to the District, 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.

Any time and material charges shall require Inspector's signature on time and material cards showing the hours worked and the Work actually completed. See Article 7.7.1.1.

7.7.7 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6. No Claim or Dispute 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 CO.

7.7.8 Applicability to Subcontractors

Any requirements under this Article 7 shall be equally applicable to CO's, COR's or ICD's issued to Subcontractors by the Contractor to the same extent required by the Contractor.

7.7.9 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Article 7.7.7 and Article 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a fragnet showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

ARTICLE 8
TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with the Project Milestones in the Contract Documents and shall proceed on a properly developed and approved Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 8.3.2.1 and as otherwise specifically noted in Article 8.

8.1.2 Notice to Proceed

District may give a Notice to Proceed within ninety (90) days of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. 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 giving of the notice to proceed

If the Contractor believes that a postponement will cause a hardship to Contractor, Contractor may terminate the Contract with written notice to District within 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 and the grounds for notification and hardship shall be subject to Audit pursuant to Article 13.11. Should Contractor terminate the Contract as a result of a notice of postponement, District may award the Contract to the next lowest responsible bidder.

8.1.3 Computation of Time

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

8.1.4 Float

Float is time the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the Rain Day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.

8.1.4.1 *Governmental Delay Float.* It is anticipated that there will be governmental generated delays. Specific to DSA approvals, it is anticipated that no less than twenty-five (25) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require fifty (50) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require twelve and one half (12.5) days of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 25 days per one (1) year period, but Contractor is required to include not be less than 25 days of Governmental Delay Float during each one (1) year period.

Contractor's failure to establish a protocol for requesting inspections is not grounds to utilize Governmental Delay Float. As noted in Article 3.1.4, 48 hours advance notice of commencing Work on a new area is required after submitting form DSA 156 and under PR 13-01 Special Inspection reports are not required to be posted until at least 14 days after the Work was inspected. Failure to plan, and pay (if applicable) for quicker delivery of Special Inspections is not Governmental Delay Float under Article 8.1.4.1. If Governmental Delay Float is not utilized, this float is carried through to other DSA 152 categories of inspection and consumed over the course of the Project

Governmental Delay Float may be utilized for a DSA Stop Work Order regardless of fault as defined under Education Code section 17307.5(b).

8.1.4.2 *Inclement Weather (Rain Days)*. The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days for each calendar year for Southern California will be allotted for in the Contractor's schedule for each winter weather period or carried at the end of the schedule as Rain Float. Float for weather days in other geographical regions shall be adjusted based on NOAA weather data for the geographical location. Contractor has anticipated all the days it takes to dry out and re-prepare areas that may be affected by weather delays which extend beyond the actual weather days. The weather days shall be shown on the schedule and if not used will become float for the Project's use. The Contractor will not be allowed a day-for-day weather delay for periods noted as float in the Schedule. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.

A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

8.1.4.3 *Project Float*. The Contractor may determine some activities require a lesser duration than allocated and may set aside float in the Project Schedule. There shall be no early completion. Instead, to the extent float is either addressed at the end of the Project or throughout each category of critical path work, Project float may be used as necessary during the course of the Project and allocated on a first,

come first serve basis. However, the use of float does not extend to Governmental Delay Float, which shall only be used for Governmental Delays.

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

Work shall be performed during regular working hours 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.

8.2.3 Costs for After Hours Inspections

If the Work done after hours is required by the Contract Documents, a Recovery Schedule, or as a result of the Contractor's failure to plan, and inspection must be conducted outside the Inspector's regular working hours, the costs of any after hour inspections, shall be borne by the Contractor.

If the District allows the Contractor to do Work outside regular working hours for the Contractor's convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order shall be issued from the next Progress Payment.

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 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.

8.3.2 Baseline Schedule Requirements

8.3.2.1 *Timing*: Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule within the ten (10) days noted, then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

8.3.2.2 *District Review and Approval:* District, Architect and CM will review both a paper and electronic copy of Baseline Schedule and may provide comments as noted in this Article and either approve or disapprove the Baseline Schedule. All Schedules shall be prepared using an electronic scheduling program acceptable to District. All Schedules shall be delivered in an electronic format usable by the District. All logic ties and electronic information shall be included in the electronic copy of the Baseline Schedule that is delivered to the District.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The Baseline Schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications and Contract Documents.

8.3.2.4 *Submittals Must Be Incorporated (See Articles 3.7 and 3.9)*: Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.3.2.5 *Float Must Be Incorporated*. The Baseline Schedule must indicate the beginning and completion of all phases of construction and shall use the "critical path method" (commonly called CPM) for the value reporting, planning and scheduling, of all Work required under the Contract Documents. The Baseline Schedule must incorporate all Milestones in the Project and apply Governmental Float at each Milestone in the Contractor's discretion. The Baseline Schedule shall incorporate any Schedule provided by the District as part of the bid and shall note durations that will not be adequate or should be shortened based on Contractor's review. These changes shall be identified and incorporated into Contractor's Baseline Schedule as long as requested changes are made within 10 days after the District chooses to move forward with the Project. Scheduling is necessary for the District's adequate monitoring of the progress of the Work and shall be prepared in accordance with the time frame described in this Article 8. The Architect may disapprove of any Schedule or require modification to it if, in the opinion of the Architect or District, adherence to the any Schedule prepared by the Contractor will not cause the Work to be completed in accordance with the Agreement.

8.3.2.6 *No Early Completion.* Contractor shall not submit any Schedule showing early completion without indicating float time through the date set for Project completion by District. Contractor's Baseline Schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay Claim or damages due to delay.

8.3.2.7 *Use of Schedule Provided in Bid Documents.* In some cases, the bid will include a preliminary schedule indicating Milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the District. Contract shall obtain information from Contractor's Subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of Subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

8.3.2.8 *Incorrect Logic, Durations, Sequences, or Critical Path.* The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the Baseline Schedule to represent the Contractor's plan to complete the Work and maintain Milestones at the next progress meeting, or before the next progress meeting. If Contractor is not able to build a Baseline

Schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline Schedule (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in the Baseline Schedule, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the Schedule and falls significantly behind without undertaking the efforts to either submit and follow a Recovery Schedule or fail to submit a Recovery Schedule and make no effort toward recovery on the Project.

8.3.2.9 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the District to discover errors or omissions in any Schedules submitted shall not be construed to be an approval of the error or omission and any flawed Schedule is not grounds for a time extension.

8.3.2.9.1 Inclusions in Baseline Schedule. In addition to scheduling requirements set forth at Article 8.3.2, Contractor is specifically directed to include (broken out separately) in Contractor's Baseline Schedule and all Schedule updates, the following items required pursuant to these General Conditions, including but not limited to:

1. Rain Day Float (excluding inclement weather) as required under Article 8.1.4.2. For example, if the NOAA provides 22 days of Rain Days, all 22 days must be incorporated and noted in the Baseline Schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.

2. Governmental Delay Float under Article 8.1.4.1. This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall only be distributed to the Project upon the completion of the Project and shall be used to offset Liquidated Damages and shall not generate compensable delays.

3. Submittal and Shop Drawing schedule under Article 3.9.

4. Deferred Approvals under Article 3.9.

5. Time for separate contractors, including furniture installation and start up activities, under Article 6.1.

6. Coordination and timing of any Drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 2.1.4.

7. Testing, special events, or school activities

8.3.2.10 *Failure to include Mandatory Schedule Items*. District may withhold payment pursuant to Articles 9.3, 9.4 and 9.6. In lieu of withholding payment for failure to include Mandatory Schedule Items, after the District or Architect has notified the Contractor of failure to meet the Baseline Schedule or Updated Schedule requirements and provided a written notification of this failure and provided a written notice of Schedule preparation errors, and the Contractor fails to correct the noted deficiencies or

the Contractor does not provide an updated Baseline Schedule correcting the deficiencies, then Contractor shall not be granted an extension of time for failure to obtain necessary items and approvals under Article 8.3.2 and for the time required for failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall maintain all required Article 8.3.2 Schedule items in the Baseline Schedule and indicate any days that have been used as allowed in Article 8. If Contractor fails to include all Article 8.3.2 items in its Baseline Schedule or Schedule Updates and the District either utilizes an Unapproved Schedule under Article 8.3.2.12 or does not object to the inclusion of required scheduling items, then all mandatory Schedule inclusions, including float, shall be utilized in the District's discretion. If the Contract Time is exceeded, then Contractor shall be subject to the assessment of Liquidated Damages pursuant to Article 8.4.

8.3.2.11 *Failure to Meet Requirements*. Failure of the Contractor to provide proper Schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.2.12 *Use of an Unapproved Baseline Schedule*. If the Baseline Schedule submitted by the Contractor is unacceptable to the District (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the Baseline Schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the unapproved Baseline Schedule initially submitted shall be treated as the Baseline Schedule with durations shortened or revised to accommodate all float, all mandatory Schedule requirements under Article 8.3.2, any requirements in the Contract Documents, and all revisions by the District or Architect.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule*. Except in the case where there has not been agreement as to a Baseline Schedule, the approved Baseline Schedule shall be used to build future Schedule updates. Schedule updates shall be a CPM based Schedule consistent with the Baseline Schedule requirements of 8.3.2.

In the case that no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.12 unapproved Baseline Schedule, inclusive of all Milestones, float, comments and revisions by the District and Architect, all required Baseline Schedule Inclusions under Article 8.3.2, and any requirements in the Contract Documents.

8.3.3.2 *Schedule Updates*. Contractor shall update the approved Schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *Listing of Items Causing Delays*. Schedule updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing. Delays shall only be listed if they meet the requirements of Article 8.4.

8.3.3.4 *Recovery Schedule*. In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the Milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how Milestones and the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

a. Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time. Refusal or failure to provide a Recovery Schedule shall be considered a substantial failure of performance and a material breach of Contract and may result in Termination of the Contract pursuant to Article 14.

b. Recovery Schedule Acceleration without Additional Cost. The District may require Contractor prepare a Recovery Schedule showing how the Project shall be accelerated, without any additional cost to the District. The District may order, without additional cost, the following:

1. Increase the number of shifts

2. Utilize overtime to recover the approved Schedule

3. Increase the days when Work occurs, including weekends, at the Project and at any manufacturer's plant.

c. Recovery Schedule Acceleration without Additional Cost. If Contractor disputes that the Recovery Schedule acceleration shall be issued without additional costs, the Contractor shall submit concurrent with Recovery Schedule acceleration notice pursuant to Articles 8.4.3 and 8.4.4.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 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 SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 1.1.46). ANY LIQUIDATED DAMAGES RECOVERED BY THE DISTRICT SHALL NOT, HOWEVER, LIMIT THE DISTRICT'S RIGHT TO SEPARATELY RECOVER ANY ACTUAL OUT-OF-POCKET DAMAGES IT SUFFERS DUE TO CONTRACTOR'S DELAY. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to bear the risk of delays to Completion of the Work and that Contractor's bid for the Project was made with full knowledge of this risk.

In agreeing to bear the risk of delays to complete the Work, Contractor understands that, except and only to the extent provided otherwise in Article 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve Completion of the Project within the Contract Time, and shall not entitle the Contractor to an adjustment to the Contract time.

8.4.3 Excusable Delay

Contractor shall not be charged for Liquidated Damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its Subcontractors, arising from Rain Float or Project Float, including acts of God, as defined in Public Contract Code section 7105, acts of enemy, epidemics and quarantine restrictions. Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions 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 after proper compliance with Article 8.3 requiring preparation and submission of a properly prepared CPM schedule.

8.4.3.1 *Excusable Delay Is Not Compensable*. No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

8.4.3.2 *Notification*. The Contractor shall notify the Architect in writing of any anticipated delay and its cause, in order that the Architect may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and 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.

8.4.3.3 *Extension Request*. 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 (See Article 7). When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of Work. Blanket or general claims for extra days without specific detailed information as required herein or a blanket or general reservation of rights do not fufill the requirements of this Article and shall be denied. The justification must include, but is not limited to, the following information:

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

b. Logical ties to the official Baseline Schedule or Approved Updated Schedule for the proposed changes and/or delay showing the activity/activities in the schedule

whose start or completion dates are affected by the change and/or delay. (A fragment of any delay of over ten (10) days must be provided.)

The Contractor and District understand and expressly agree that insofar as Public Contract Code section 7102 may apply to changes in the Work or delays under this Contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. In the case of a Recovery Schedule pursuant to Article 8.3.3.4, Contractor shall submit written notice concurrent with the Recovery Schedule. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected.

Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 *Adjustment for Compensable Delays*. The Schedule may be adjusted for a delay if, and only if, Contractor undertakes the following:

a. Contractor submits a timely COR or CO pursuant to the requirements of Article 7.

b. Contractor submits a fragnet showing the critical path delay caused by the COR, CO, Changed Condition, CCD, or ICD

c. Contractor has addressed all required float days in the Fragnet.

d. Contractor submits a complete breakdown of all costs incurred utilizing the format of Article 7.3.3

8.4.5 No Additional Compensation for Coordinating Governmental Submittals and the Resulting Work

CONTRACTOR HAS PLANNED ITS WORK AHEAD OF TIME AND IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR'S BID AND HAS INCLUDED ADEQUATE TIME IN THE CONTRACTOR'S BASELINE SCHEDULE. FAILURE TO ADEQUATELY PLAN AND SCHEDULE IS NOT A BASIS TO USE GOVERNMENTAL DELAY FLOAT.

8.4.6 District Right to Accelerate the Work

The District may direct the Contractor to meet schedule requirements when the Work has been delayed. The District shall compensate the Contractor for the additional costs incurred by acceleration to the extent that such costs are directly attributable to the acceleration and are incurred through no fault or negligence of the Contractor.

8.4.6.1 *Management of Acceleration*. Contractor acceleration shall not include Work that is part of the scope of Work detailed in the Plans and Specifications. Instead, the acceleration costs shall be premium or overtime and quantifiable additional work added to the Project meant to accelerate the Project. Contractor is directed to keep consistent crews on the Project so time can be tracked. If crews are circulated off the Project or crews brought in only for overtime, the District may be charged for Contract Work and not accelerated time. In such case, the District may object to the costs submitted.

8.4.6.2 *Costs for Acceleration*. Cost for Acceleration shall be supported by backup documentation, and time sheets signed by the Inspector for each day work has been performed, at or near the time when the Work was performed. A listing on the time sheet shall document all labor, materials and services utilized that day and provide areas of work, and amount of work performed. Contractor shall comply with submission requirements of Article 7.7.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum or 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.

9.2 COST BREAKDOWN

9.2.1 Required Information

Contractor shall furnish the following:

a. Within ten (10) days after Notice to Proceed, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, Site, building, Milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project.;

b. Within ten (10) days after the date of the Notice to Proceed, a schedule of estimated monthly payment requests due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the District may require;

c. Within ten (10) days after the date of the Notice to Proceed, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values*. Schedule of Values shall be broken down by Project, site, building, Milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 Largest Dollar Value for Each Line Item. Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars ($10,000) or one-half of one percent (0.5%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances*. Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

9.2.2.5 *Labor and Materials Shall Be Separate*. Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

9.2.3 District Approval Required

The District shall review all submissions received pursuant to Article 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is substantially complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. In the case of a Project designated substantially complex, the sum paid to the Contractor shall be equal to ninety percent (90%) of the value of the Work performed (as certified by the Architect and Inspector and verified by Contractor). The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

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.

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

a. The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars ($25,000) at any time or as otherwise agreed to be District in writing;

b. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

c. With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each

location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

d. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

e. Representatives of the District shall have the right to make inspections of the storage areas at any time; and

f. Such materials shall be: (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

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. Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other Subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

9.3.3 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. Contractor specifically understands that Title 24 Section 4-343 which states:

> "It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties... In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders..."

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the Contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for

withholding approval in whole or in part as provided in Article 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Project and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Payment Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the prompt payment of a Request for Payment or Request for Retention. The foregoing representations are subject to: (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Contractor's verified representation that the Contractor is entitled to payment in the amount certified.

9.3.5 Payment of Undisputed Contract Payments

In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all Progress Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Payment Application and the Contractor furnishing the District with a release of all Claims against the District related to such undisputed amounts. Disputed Contract Claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any Claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 4.6 and 7.7.

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

1. The amount paid to the date of the Payment Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

2. The amount being requested under the Payment Application 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;

3. The balance that will be due to each of such entities after said payment is made;

4. A certification that the As-Built Drawings and Annotated Specifications are current;

5. Itemized breakdown of Work done for the purpose of requesting partial payment;

6. An updated or approved Baseline Schedule or other Schedule updates in conformance with Article 8;

7. Failure to submit an updated Schedule for the month or any previous month;

8. The additions to and subtractions from the Contract Price and Contract Time;

9. A summary of the Retention held;

10. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

11. The percentage of completion of the Contractor's Work by line item;

12. An updated Schedule of Values from the preceding Application for Payment;

13. Prerequisites for Progress Payments; and

14. Any other information or documents reasonably requested by the District, Architect, Inspector or CM (if applicable).

9.4.1.2 *First Payment Request.* The following items, if applicable, must be completed before the first payment request will be accepted for processing:

1. Installation of the Project sign;

2. Receipt by Architect of Submittals;

3. Installation of field office;

4. Installation of temporary facilities and fencing;

5. Submission of documents listed in the Article 9.2 relating to Contract Price breakdown;

6. Preliminary schedule analysis, due within 10 days after Notice to Proceed;

7. Contractor's Baseline Schedule (to be CPM based in conformance with Article 8);

8. Schedule of unit prices, if applicable;

9. Submittal Schedule;

10. Copies of necessary permits;

11. Copies of authorizations and licenses from governing authorities;

12. Initial progress report;

13. Surveyor qualifications;

14. Written acceptance of District's survey of rough grading, if applicable;

15. List of all Subcontractors, with names, license numbers, telephone numbers, and scope of work;

16. All bonds and insurance endorsements; and

17. Resumes of General Contractor's Project Manager, and if applicable, job site secretary, record documents recorder, and job site Superintendent.

9.4.1.3 *Second Payment Request.* The second payment request will not be processed until all Submittals and Shop Drawings have been accepted for review by the Architect.

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the certified payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted.

9.4.1.5 *Final Payment Application (90% or 95%).* See Article 9.11.1

9.4.1.6 *Final Payment Application (100%).* See Article 9.11.3

9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's Payment and Performance Bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which 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 stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then 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. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and the Agreement Form, and shall act as a trigger under Civil Code section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made. Any withholdings by the District for

stop notices in accordance with Civil Code section 9358 shall not be a basis by the Contractor to make a Claim for interest penalties under Public Contract Code sections 7107 or 20104.50.

9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 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 by Article 9.4 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:

a. Defective Work not remedied;

b. Stop notices served upon the District;

c. Liquidated Damages assessed against the Contractor;

d. The cost of Completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;

e. Damage to the District or other contractor;

f. Unsatisfactory prosecution of the Work by the Contractor;

g. Failure to store and properly secure materials;

h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, Schedule of Values, Product Data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;

i. Failure of the Contractor to maintain As-Built Drawings;

j. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Payment Application;

k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));

l. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.;

m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;

n. Failure to properly maintain or clean up the Site;

o. Payments to indemnify, defend, or hold harmless the District;

p. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;

q. Failure to submit an acceptable Baseline Schedule or any Schedule or Schedule update in accordance with Article 8;

r. Failure to pay Subcontractor or suppliers as required by Article 9.8.1;

s. Failure to secure warranties, including the cost to pay for warranties;

t. Failure to provide releases from material suppliers or Subcontractors when requested to do so;

u. Items deducted pursuant to Article 2.2;

v. Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process; or

w. Allowances that have not been used.

9.6.2 Reallocation of Withheld Amounts

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Article 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

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 ten (10) calendar days 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 which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure

When the grounds for declining approval are removed, 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.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 SUBCONTRACTOR PAYMENTS

9.8.1 Payments to Subcontractors

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5, 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 Sub-subcontractors in a similar manner.

9.8.2 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.

9.8.3 Payment Not Constituting Approval or Acceptance

An approved Request for Payment, a progress payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

9.8.4 Joint Checks

District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and 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, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks depends on the school district and the specific circumstances.

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 *Incomplete Punch Items.* When the Contractor considers the Work Substantially Complete (See Article 1.1.46 for definition of Substantially Complete), the Contractor shall prepare and submit to the District a comprehensive list of minor items to be completed or corrected (hereinafter "Incomplete Punch Items" or "Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item on

such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor is aware that Title 24 Section 4-343(a) provides:

> "RESPONSIBILITIES. IT IS THE DUTY OF THE CONTRACTOR TO COMPLETE THE WORK COVERED BY HIS OR HER CONTRACT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS THEREFOR. THE CONTRACTOR IN NO WAY IS RELIEVED OF ANY RESPONSIBILITY BY THE ACTIVITIES OF THE ARCHITECT, ENGINEER, INSPECTOR OR DSA IN THE PERFORMANCE OF SUCH DUTIES.

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List for the Project. During the Punch List period, the Contractor's Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

Failure to issue a timely written request for additional time to complete Punch List shall result in the deletion of the remaining Punch List Work pursuant to Article 2.2 and the issuance of a Deductive Change Order.

a. Extension of Time to Complete Punch List. If Contractor cannot finish the Punch List Work during the time period allotted under Article 9.9.1.3, the Contractor may make a written request for a Non-Compensable Punch List time extension accompanied by an estimate of the number of additional days it will take to complete the Punch List Work for a written consent from the District to allow continued Punch List Work. Punch List time extensions are a maximum of thirty (30) days for each request and must be accompanied by an itemized valued Punch List.

b. If there is no valued Punch List accompanying any request or if Contractor intends to undertake Punch List without the continued support and supervision of its Superintendent and Project Manager (as required under Article 3.2), the District, Construction Manager or Architect may issue a

valued Punch List, reject the Punch List Time Extension and deduct 150% of the valued Punch List pursuant to Article 2.2 and proceed to Close-Out the Project. Contractor shall cease work on the Project and proceed to complete Contractor's Retention Payment Application and complete the Work for the Project required pursuant to Article 9.11.3.

9.9.1.4 *District Rejection of Written Request for Punch List Time Extensions*. Following sixty (60) Days of Punch List under Article 9.9.1.3, the District has the option of rejecting Punch List Time Extension requests. The District may proceed under Article 2.2 and deduct the value of remaining Punch List Work pursuant to Article 2.2. If the District rejects the Punch List Time Extension request then Contractor shall cease Work on the Project and proceed to Final Inspection pursuant to Article 9.11.2.

9.9.1.5 *Punch List Liquidated Damages to Compensate for Added District Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days [the thirty (30) day period under Article 9.9.1.3 plus an additional thirty (30) day period that has been requested in writing], and the District grants an additional written Punch List Time Extension that exceeds sixty (60) days of Punch List, then Contactor shall be charged Liquidated Damages of at least $750 per day for continued Punch List Work to partially compensate the Inspector, Architect, and Construction Manager's extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to reinspect Punch List items and perform the administration of the Close-out.

Contractor received thirty (30) days without any charges for Punch List Liquidated Damages and is placed on notice pursuant to this Article 9.9.1.5 that $750 is due for each day of Punch List that exceeds sixty (60) days at $750, a cost much lower than typical (and actual) costs for Inspection, Architect and Construction Manager time required during Punch List. Starting at ninety (90) days of Punch List (an excessive number of days to complete Punch List), the District shall be entitled to adjust Punch List Liquidated Damages to an estimate of the actual costs incurred to oversee, monitor and inspect the Punch List. If costs exceed $750 per day, the anticipated extended contract charges for Inspection, Architect, Construction Manager, and any other costs that will be incurred due to the extended Punch List shall be itemized and a daily rate of Punch List Liquidated Damages shall be presented in writing to the Contractor within five (5) days following the receipt of a written request for Punch List Time Extension by the Contractor that extends the Punch List time beyond ninety (90) days. This written notice of actual Punch List Liquidated Damages may be provided to the Contractor at any time following the first written request for Punch List Time extension requested under Article 9.9.1.3. The adjusted actual Punch List Liquidated Damage amount shall be applicable as Punch List Liquidated Damages commencing on the ninetieth (90th) day of Punch List.

9.9.2 Close-Out Requirements for Final Completion of the Project

a. 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

b. As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built Drawings

1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built Drawings

2. Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.

3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.

4. District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between $10,000 to $20,000 per building that does not have a corresponding Record As Built Drawing.

c. Any Work not installed as originally indicated on Drawings

d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the design immunity provisions of Government Code section 830.6 and exposes the District and the individual Board members to personal liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

1. *Execution of the DSA Form 6-C is Mandatory*. Refusal to execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code section 17312 and shall be referred to the Attorney General for Prosecution.

2. *Referral to the District Attorney for Extortion*. If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the District Attorney for prosecution for extortion.

3. *Contractor shall be Responsible for All Costs to Certify the Project*. The District may certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (located at the DSA website). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.

g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and Drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:

1. The Work has been completed.

2. All fire/ life safety items are completed and in working order.

3. Mechanical and electrical Work complete, fixtures in place, connected and tested.

4. Electrical circuits scheduled in panels and disconnect switches labeled.

5. Painting and special finishes complete.

6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.

7. Tops and bottoms of doors sealed.

8. Floors waxed and polished as specified.

9. Broken glass replaced and glass cleaned.

10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.

12. Finished and decorative work shall have marks, dirt and superfluous labels removed.

13. Final cleanup, as in Article 3.12.

14. All Work pursuant to Article 9.11.

15. Furnish a letter to District stating that the District's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Article 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

9.10 PARTIAL OCCUPANCY OR USE

9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Article 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Article 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such 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.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Finding Is Made)

The following items must be completed before the Final Payment Application will be accepted for processing at Substantial Completion of the Project:

a. Inspector sign-off of each item in the DSA 152 Project Inspection Card;

b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;

c. Removal of temporary facilities and services;

d. Testing, adjusting and balance records are complete;

e. Removal of surplus materials, rubbish, and similar elements;

f. Changeover of door locks;

g. Deductive items pursuant to Article 9.6 and Article 2.2; and

h. Completion and submission of all final Change Orders for the Project.

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or 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.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District finds the Work contained in Punch List acceptable under the Contract Documents and, therefore, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, 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 payment from the District, pay the amounts due Subcontractors.

If the Architect and the District find that the Work contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the District or which the District has the right to withhold pursuant to the Contract Documents (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, 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.

a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:

1. A full and final waiver or release of all stop notices in connection with the Work shall be submitted by Contractor, including a release of stop notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

2. The Contractor shall have made all corrections, including all Punch List Items, to the Work which 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.

3. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.

4. Contractor must have completed all requirements set forth in Article 9.9

5. Contractor must have issued a Form 6C for the Project.

6. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

7. The Contractor shall have completed final clean up as required by Article 3.12

8. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the District has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular Subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

District shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the District agrees, in writing, that warranties shall commence running or where the District is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Payment Application).

If Contractor submits a Final Payment Application which fails to include deductive items under Article 9.6, the District or Architect shall note this defective request for Final Payment Application. The Contractor shall be notified that specific deductive items shall be included in the Final Payment Application. If Contractor either continues to submit the Final Payment Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Payment Application, then District may either alter the Final Payment Application and recalculate the math on the Final Payment Application to address the Article 9.6 deductive items or process a unilateral Final Payment Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notice, or other defective work on the Project. District may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6 and 2.2. If a deduction

pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300 as set forth in the form contained in the Bid Documents.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The 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 protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105(b)(2).

Contractor shall take, and require Subcontractor to take, all necessary precautions for safety of workers on the Work 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. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and 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. Contractor shall designate a responsible member of its organization on the Work, 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. The name and position of person so designated shall be reported to District by Contractor. 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, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.

10.1.4 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job 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 properly label any substance brought into the job site, and require 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.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this Section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the District, who shall have sole discretion and final determination in this matter.

The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

a. Employees on the Work and other persons who may be affected thereby;

b. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

c. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Article 6.2.

10.2.2 Contractor Notices

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Barriers and Safeguards

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

10.2.4 Use or Storage of Hazardous Material

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District

any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

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. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with Specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

b. Avoid performing any Work that will disturb students during testing.

c. Provide substantial barricades around any shrubs or trees indicated to be preserved.

d. Deliver materials to building area over route designated by Architect.

e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.

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

g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

h. Provide District on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

10.2.8 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.2.10 Site Access

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

10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

10.3 EMERGENCIES

10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Article 10.1.4, immediately by telephone or messenger to the District.

10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents, officers,

and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.4.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;

b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;

c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;

e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than $2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per occurrence (combined single limit)	$2,000,000.00
(b)	Project Specific Aggregate (for this Project only)	$2,000,000.00
(c)	Products and Completed Operations (aggregate)	$2,000,000.00
(d)	Personal and Advertising Injury Limit	$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars ($4,000,000.00).

Any insurance deductibles in excess of $25,000.00 must be declared to and approved by the District.

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a)	Automotive and truck where operated in amounts	$1,000,000.00
(b)	Material Hoist where used in amounts	$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	$1,000,000.00
(d)	Hazardous Materials	$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars ($4,000,000.00).

Any insurance deductibles in excess of $25,000.00 must be declared to and approved by the District.

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts, excluding the requirement for Excess Liability Insurance coverage. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Article 11.1 without prior written approval of the District.

11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Article 11.1, the District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than $1,000,000 and employers' liability limits of $1,000,000 per accident for bodily injury or disease.

11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.3.1 Course-of-Construction Insurance Requirements

The District shall maintain and cause to be maintained fire insurance for direct physical loss or damage excluding earthquake, flood and other perils (copy of owner's policy available upon request) on all work to which this Contract applies for the insurable value thereof with a deductible clause not to exceed the first $25,000.00 of each loss, including items of labor and materials connected therewith, whether in or adjacent to the structure insured; materials in place or to be used as part of the permanent construction; temporary structures, miscellaneous materials and supplies incidental to the work. District's property insurance does not cover anything not specifically named above and does not include Contractor's tools, tools owned by mechanics, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor or subcontractors, the capital value of which is not included in the work. (Contractors or Subcontractors are responsible for insuring the property until it is accepted for delivery at the site).

Contractor shall be responsible for any damages and shall insure their interest for payment of damages to the work caused by perils insured by the District, up to the $25,000.00 deductible, and shall be additionally responsible for any damage to the structure or stored materials if caused by improperly installed or unprotected work of this contract and any damages to the project, the work, the materials, or Contractor's tools, equipment, scaffolding, staging, towers and forms not covered by the District's insurance; provided that if such damage is caused by earthquake, and Contractor has installed the damaged work in accordance with applicable building standards and the contract documents, then Contractor's liability shall be limited to five percent (5%) of the amount of this Contract, in accordance with Public Contract Code section 7105.

11.4 FIRE INSURANCE

Refer to Section 11.3 Builder's Risk/ "All Risk" Insurance.

11.5 AUTOMOBILE LIABILITY

11.5.1 The District, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of $1,000,000 per accident for bodily injury and property damage.

11.6 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

> "This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the

District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

c. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

11.9 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Article are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent

available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

11.10.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.10.3 Alternate Surety Qualifications

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 which provides, in pertinent part:

4-343. Duties of the Contractor.

(a) **Responsibilities**. It is the duty of the contractor to complete the Work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the architect, engineer, Inspector or DSA in the performance of such duties.

(b) **Performance of the Work.** The contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time. If at any time it is discovered that Work is being done which is not in accordance with the approved Plans and Specifications, the contractor shall correct the Work immediately. All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the Inspector, for interpretation or correction. In no case, however, shall the instruction of the architect or registered engineer be construed to cause Work to be done which is not in conformity with the approved Plans, Specifications, and Change Orders. The contractor must notify the Project Inspector, in advance, of the commencement of construction of each and every aspect of the Work.

12.1.1 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the District has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the District as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to $4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

12.2.1 Indemnification of ADA Claims

ADA claims arising from failure to comply with Plans and Specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations under Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect 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 cost for delays that may be incurred by Contractor or Subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fees, and additional inspection and special inspection costs).

12.4.2 Two-Year Warranty Corrections

If, within two (2) years after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Article 9.9.1, 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 unless the District has previously given the Contractor a written acceptance of such condition. This period of Two (2) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Article 12.4.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.4.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver

No action or failure to act by the Inspector, the District, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the District's representative and not by the Contractor. See Articles 3.13.1 and 4.3.6 regarding costs or expenses of inspection or testing outside of the Project Site.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Article 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Articles 13.5.6 and 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Articles 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 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, submit to the District or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.6.2 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.

13.6.3 No Tort Liability of District

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

13.6.4 No Excavation without Permits

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

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained 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 works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.7.6 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by

the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

a. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and 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 him or her in connection with the Project.

b. All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

d. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

g. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

b. The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

c. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

d. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

e. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contact, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Retention Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AND DISTRICT CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to

the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this "Audit" is to quickly and efficiently resolve Disputes based on the actual costs incurred and to reduce the uncertainty in resolving Disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment are in error, or have has any other concerns or questions, the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor under Article 15 for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce job cost data tied to job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce Daily Reports (prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in debarment proceedings, and noted as an exception to an Audit findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to the Audit findings and if either there is no Dispute of the Audit findings under Article 4.6 or if the result after utilizing the Disputes Clause confirms the Audit findings,

the District may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake debarment proceedings under Article 15 of these General Conditions.

13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The District will not issue a Notice to Proceed until Contractor has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Contractor shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook

- 2009 California Stormwater Quality Association Construction BMP Handbook .

- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:

- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.- Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Contractor's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 The Contractor shall prepare and submit to the Local Governing Agencies and the District the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the

installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

13.12.3.2 The Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

13.12.3.3 The Contractor shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater
Quality Association
P.O. Box 2105
Menlo Park, CA 94026-2105
Phone: (650) 366-1042
E-mail: info@casqa.org

or

https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx

13.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the District.

13.12.3.5 Within two weeks after Award of Contract by the District, the Contractor shall submit to the District's Civil Engineer one copy of the PRDs including the SWPPP for review. After the District's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the District's Construction Inspector, District's Construction Manager, District Architect, Commissioned Architect and District's Civil Engineer.

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.

b. Keep the SWPPP, REAPs, monitoring data on the construction site.

c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").

d. Install, inspect, maintain and monitor BMPs required by the General Permit.

e. Install perimeter controls prior to starting other construction work at the site.

f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

g. Implement the SWPPP.

h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

i. Designate trained personnel for the proper implementation of the SWPPP.

j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.

k. Report monitoring data:

1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.

2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.

3. Assist the District with entering any necessary data or information into the Stormwater Multi-Application and Reporting System (“SMARTS”) system.

l. At the end of Construction Contract:

1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.

3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction

storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

13.12.5 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Contractor shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties

a. Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.

b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.

c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.

d. The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

a. Issuance of an order of a court or other public authority having jurisdiction; or

b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination

The District may terminate the Contractor and/or this Contract for the following reasons:

a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

b. Persistently or repeatedly is absent, without excuse, from the job site;

c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;

d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;

f. Falls behind on the Project and refuses or fails to undertake a Recovery Schedule;

g. If the Contractor has been debarred from performing Work

h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or

i. Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's Surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the Surety:

a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;

c. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,

d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the District terminates the Contract for one of the reasons stated in Article 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its Surety.

14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds

In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;

b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or

c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Article be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Article are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

ARTICLE 15
DEBARMENT

15.1 DEBARMENT MEANS THERE HAS BEEN A FINDING THAT THE CONTRACTOR IS NOT RESPONSIBLE.

During the course of the Project, or if it is determined through Change Orders, Claims, or Audit that a Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if the circumstances warrant such debarment. In addition to the debarment proceeding, a finding that a Contractor is to be debarred shall result in the termination of any or all existing Contracts the Contractor may have with the District.

15.2 BOARD FINDING

The District may debar a Contractor if the Board, or the Board's delagatee, in its discretion, finds the Contractor has done any of the following:

15.2.1 Intentionally or with reckless disregard, violated any term of the Contract with the District

15.2.2 Committed an acts or omission which reflects on the Contractor's quality, fitness or capacity to perform Work for the District;

15.2.3 Committed an act or offense which indicates a lack of business integrity or business honesty; or,

15.2.4 Made or submitted a false claim against the District or any other public entity.

15.3 HEARING AND PRESENTATION OF EVIDENCE

If there is evidence that the Contractor may be subject to debarment, the District shall notify the Contractor in writing of the evidence which is the basis for the proposed debarment and shall advice the Contractor of the scheduled date for a debarment hearing before the District Board or its delegated designee.

The District Board, or designee, shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. The Contractor shall be provided an adequate amount of time to prepare and object to evidence presented. A tentative proposed decision shall be issued as a tentative decision and the District shall be entitled to modify, deny or adopt the proposed decision. The proposed decision shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision for a period of 15 days. If additional evidence is presented, the District shall evaluate this evidence and either issue an amended ruling, issue the same ruling, or call a further hearing.

If a Contractor has been debarred for a period of longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

The District will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the District will provide notice of the hearing on the request. At the hearing, the District shall review evidence on the proposed reduction of debarment period. This hearing shall be conducted and the request for review decided by the District pursuant to the same procedures as for a debarment hearing.

The District's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The terms shall also apply to Subcontractors of Contractor.

END OF GENERAL CONDITIONS

CONDITIONAL WAIVER AND RELEASE UPON 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.

Identifying Information:

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 services 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.

Signature

Claimant's Signature _____

Claimant's Title _____

Date of Signature _____

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	**(Date As It Appears On The Release)**

The company named above has executed a Conditional Waiver and Release Upon Progress Payment, pursuant to Civil Code Section 8132 through the date shown above. The statutory form of release provides that it does not release extras furnished before the Through Date for which payment has not been received or the right to recover compensation for furnished labor, services, equipment, or material that was not compensated by progress payment. The statutory release also provides that it does not cover contract rights, including rights based on rescission, abandonment or breach of contract.

In order to induce payment of the amount shown in the statutory release, the undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material before the Through Date that were not compensated by the progress payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished through the Through Date, including rights and claims based on rescission, abandonment or breach of contract.

This Declaration and Release of Contract Rights is conditional, and shall be effective only when the check described on the statutory Conditional Waiver and Release form that accompanies this document has been properly endorsed and paid by the bank upon which it is drawn.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, **2024**
(City) **(Date of Signature)**

_____
(Signature)

_____
(Print Name)

_____
(Title)

NOTE: This form is designed to accompany a statutory CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT.

CONDITIONAL WAIVER AND RELEASE UPON 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.

Identifying Information:

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: $ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed a Conditional Waiver and Release Upon Final Payment, pursuant to Civil Code Section 8136 on the date shown above.

In order to induce payment of the amount shown in the statutory release, the undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material on the Project that was not compensated by the final payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished on the Project, including rights and claims based on rescission, abandonment or breach of contract.

This Declaration and Release of Contract Rights is conditional, and shall be effective only when the check described on the statutory Conditional Waiver and Release form that accompanies this document has been properly endorsed and paid by the bank upon which is it drawn.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, 2024
(City) **(Date of Signature)**

_____
(Signature)

_____
(Print Name)

_____
(Title)

NOTE: This form is designed to accompany a statutory CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT.

UNCONDITIONAL WAIVER AND RELEASE UPON 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.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

$ _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including:

(A) a right based on rescission, abandonment, or breach of contract, and
(B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed an Unconditional Waiver and Release Upon Progress Payment, pursuant to Civil Code Section 8134 through the date shown above. The statutory form of release provides that it does not release extras furnished before the Through Date for which payment has not been received or the right to recover compensation for furnished labor, services, equipment, or material that was not compensated by progress payment. The statutory release also provides that it does not cover contract rights, including rights based on rescission, abandonment or breach of contract.

In acknowledging receipt of the payment of the amount shown in the statutory release, the undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material before the Through Date that was not compensated by the progress payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished through the Through Date, including rights and claims based on rescission, abandonment or breach of contract.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, 2024
(City) **(Date of Signature)**

_____
(Signature)

_____
(Print Name)

_____
(Title)

NOTE: This form is designed to accompany a statutory UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT.

UNCONDITIONAL WAIVER AND RELEASE UPON 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.

Identifying Information

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: $ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed An Unconditional Waiver and Release Upon Final Payment, pursuant to Civil Code Section 8138 on the date shown above.

The undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material on the Project that was not compensated by the final payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished on the Project, including rights and claims based on rescission, abandonment or breach of contract.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, 2024
(City) **(Date of Signature)**

_____
(Signature)

_____
(Print Name)

_____
(Title)

NOTE: This form is designed to accompany a statutory UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT.

VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER

I am the _____ for _____ in
(Superintendent/Project Manager) (Contractor)
connection with _____ Project.

This Verification is submitted to Ventura Unified School District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. _____ ("the Pay Application").

1. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work performed between _____, 20___ and _____, 20___.
2. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
3. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
5. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.
6. I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the ____ day of _____, 20___ a _____.
(City and State)

By: _____

_____
(Typed or Printed Name)

CONTRACTOR DVBE CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

Name	Address/Phone	Category of Work*	$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. _____equaled _____ dollars ($_____), which represents approximately ____ percent (___%) of the total Contract price including any Change Order/ Construction Change Document for the Project.

Company: _____

Name:_____

Title: _____

Signature: _____

Date: _____

GUARANTEE AND CERTIFICATION OF NON-ASBESTOS; NON-LEAD

Guarantee for ALL painting and installations for the above-referenced project. We hereby guarantee that the MATERIALS, PRODUCTS, COATINGS and IMPROVEMENTS we have installed at the above- mentioned Project ARE FREE OF LEAD AND ASBESTOS.

Contractor	Subcontractor
_____	_____
(Contractor Name)	(Subcontractor Name)
By: _____	By: _____
_____	_____
(Signature of General Contractor)	(Signature of General Contractor If for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

VENTURA UNIFIED SCHOOL DISTRICT

REQUEST FOR INFORMATION (RFI)

School Name:		**RFI Number:**	
Project Name:		Date:	
To: (Architect)		Project No.:	
From:		Bid Number:	

Drawing Number Detail | **Specification Section** | **Page**

Request:

Request Issued by:

Contractor's Signature | *Name (Printed)* | *Date*

Response:

Response Issued by:

Architect's Signature | *Name (Printed)* | *Date*

Response reviewed by:

Project Coordinator's Signature | *Name (Printed)* | *Date*

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.

VENTURA UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:		Date:	
Project Name:		**COP Number:**	
To: CM		Project Number:	
From: Contractor		Bid Number:	

Description of Work:

	Extra	CREDIT
A. Material (attach itemized quantity and unit cost plus sales tax)		
B. Labor (attach itemized hours and rates)		
C. Equipment (attach invoices)		
D. Subtotal		
E. Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2%- with a wage ceiling of $84,900; Medicare @ 1.45%- no wage ceiling; FUTA @ .8%- with a wage ceiling of $7,000; ETT and SUI @ 2.3%- with a wage ceiling of $7,000; Workers' Compensation @ 5.94%; Total not-to-exceed is 16.69%.		
F. Subtotal		
G. Total Overhead and Profit (inclusive of Liability and Property Damage Insurance), not to exceed ten percent (10%) of Item F		
H. Subtotal		
I. Bond not to exceed one percent (1%) of Item F.		
J. **Total** **Grand Total** $	$	

☐ **The proposal would** ☐ Increase ☐ Decrease **the Contract Time by** ☐ **Calendar Days.**

☐ **The proposal does NOT affect the Contract Time.**

Contractor's Signature: _____ Printed Name & Title _____ Date _____

Provide all supporting documentation as required by the Contract Documents

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SPECIAL CONDITIONS

1. **PROJECT**: Elmhurst Elementary School Playground Replacement

2. **OWNER**: Ventura Unified School District ("District")

3. **JOB NUMBER**: Bid No. E4-24

4. **SITE LOCATION:**

Elmhurst Elementary School

5080 Elmhurst St, Ventura, CA 93003

5. **GENERAL**

These Special Conditions supplement the General Conditions and shall form part of the contract and all subcontracts.

6. **PREQUALIFICATION**

The District has determined that regardless of the Bid Proposal Amount, each bidder on this project must be prequalified. In accordance with Public Contract Code section 20111.5, each bidder must: a) submit a Prequalification Application in accordance with the Instructions for Bidders at least ten (10) business days prior to the last date for the submission of Bid Proposals set forth above, and be prequalified for at least five (5) business day prior to that date.
Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts of $1 million or more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non- responsive and returned to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C34, C-36, C-38, C-42, C-43 or C-46 licenses who have not been prequalified, shall be deemed nonresponsive. Contractors shall qualify at Qualitybidders.com

7. **NOTICES AND PERMITS**

The Contractor shall give all legal notices as required for the work of the contract unless otherwise specified. The Contractor shall be responsible to obtain all required city permits.

8. **STORAGE OF MATERIALS**

A. The District will assign to the Contractor allowable working areas for the storage of materials and the use of workmen. The Contractor shall keep his materials and equipment strictly within the limits assigned to him.

B. Materials shall be stored so as to cause no obstruction and shall be stored off sidewalks, roadways and underground services. The Contractor shall be responsible for protecting his materials and equipment.

9. WATER, LIGHT AND POWER

Required utilities, limited to electricity and water, used on the work will be furnished from existing outlets and paid for by the District. The Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.

10. PROTECTION AND GUARDS

The Contractor shall provide such lights, barricades, chain link fencing, guardrails, posted signs, and other protective measures around the area of work at all times. It shall be the contractor's responsibility to keep gates closed and locked to prevent the general public from entering the campus or project area. Utility trenches must be covered while contractors are not on site. This fencing shall be tied shut and locked. A key to any lock provided by the contractor shall be given to the District and the inspector.

11. SANITARY FACILITIES

The Contractor shall provide temporary toilet facilities for on site located as directed by the District for the use of all workmen. The facilities shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of District toilet facilities shall not be permitted except by approval of the District.

12. LAYOUT

a. The Contractor shall lay out and establish all construction lines; level, grades and locations required for the work and shall be responsible for the accuracy of it.
b. Elevations and temporary benchmarks shall be taken from the benchmarks set by the surveyor, verify grades, lines, levels, locations and dimensions as indicated. Contractor shall report any errors or inconsistencies before commencing work.
c. Protect all benchmarks and maintain them in place for the duration of the contract or until such time as District authorizes the removal.

13. DUST ABATEMENT

The Contractor shall take precautions to eliminate objectionable dust.

14. A.S.T.M.

Wherever designation is herein referred to, it shall mean the particular edition of the Publication of the American Society for Testing Materials, as listed in Section 117, Title 2.

15. REMOVAL OF SURPLUS MATERIALS

At the completion of the work, the contractor shall remove all equipment, surplus materials, construction debris and rubbish of every sort, and leave the premises in a clean, neat, and orderly condition. The Contractor shall use a metal detector to identify and remove all metal debris around construction areas on site. District trash bins are not to be used by the contractor.

16. RULES, REGULATIONS AND CODES

All work shall be performed in accordance with the latest editions of the following codes, regulations, rules, and documents. Reference is made in the specifications to the below-listed documents and such reference shall have the same force as if these documents have been repeated word for word therein.

A. 2022 Building Standards Administrative Code, Part I, Title 24 C.C.R.

B. 2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.; (2021 INTERNATIONAL BUILDING CODE OF THE INTERNATIONAL CODE COUNCIL, WITH CALIFORNIA AMENDMENTS)

C. 2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.; (2020 NATIONAL ELECTRIC CODE OF THE NATIONAL FIRE PROTECTION ASSOCIATION, NFPA, WITH CALIFORNIA AMENDMENTS)

D. 2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.; (2021 UNIFORM MECHANICAL CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO)

E. 2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.; (2021 UNIFORM PLUMBING CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO)

F. 2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.

G. 2019 TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

H. 2022 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24, C.C.R.; (2021 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE COUNCIL)

I. 2022 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24, C.C.R

J. 2022 CALIFORNIAN GREEN BUILDING STANDARDS CODE, PART 11

K. Latest edition of the Division of State Architect (DSA) Structural Safety Interpretative Manual.

L. Rules of the National Board of Fire Underwriters. (Latest Rules)

M. Safety orders of Industrial Accident Commission, State of California. (Latest Ordinances)

N. National Electric Code. (Latest Code)

O. California Code of Regulations (CR), particularly Title 24, Parts 2, 3, 4, 5, and 9 with California amendments. (Latest Version)

P. City/County of Ventura ordinances. (Latest Requirements)

Q. Site workers need to have completed a 40-hour OSHA personal protection and safety course.

R. The EPA Renovation, Repair & Painting Rule (RRP), Effective on April 22nd, 2010. (Or Latest Update to the Rule)

S. Division of the State Architect (DSA) construction oversight procedures and regulations. (Latest Requirements)

17. NON-INTERFERENCE WITH OTHER CONTRACTORS

Other Contractors will be working on the project site(s) during time of construction. The Contractor must coordinate work with the District staff and other Contractors.

18. LIQUIDATED DAMAGES AND EXTENSIONS OF TIME

The work on the foregoing contract shall be completed by the dates below:

Contract Starting Date: December 13th, 2024 to facilitate ordering materials, submittal approval, etc. (Board Approval of Bid Acceptance to Issue Notice of Award)

Construction Start Date: December 20th, 2024

Construction Completion Date: March 28th, 2025

Contractor Note: Awarded Contractor shall Provide a Construction Schedule to the District for Review and Approval. Schedule must be reviewed and approved by the District prior to the start of work. Coordination with temporary scoreboard and access for scheduled home-games, sports practices, and potential play-off schedule will need to be coordinated on an ongoing basis through construction.

Note: all work shall be complete, including the punch-list, by the completion date above. Submittal of deferred approval items and ordering and fabrication of materials shall commence immediately upon notice to proceed. The contractor will be given access to the site commencing the notice to proceed, no work to commence until Construction Start Date. All work including punch list items must be completed by the dates listed above.

It is understood that the District will suffer damages; and it being impractical and unfeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay the District as fixed liquidated damages and not as a penalty the sums of **two thousand dollars ($2,000.00)** for each calendar day the contract is delayed. The Contractor and his surety shall be liable for the amount thereof: provided that the Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, (including but not restricted to) Acts of God, or of the Public Enemy, Acts of the Government, Acts of the District, or Acts of another Contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delay of subcontractors due to such causes. The Contractor shall within ten (10) days from the beginning of any such delay (unless the District shall grant a further period of time to the date of final settlement of the Contract) notify the District in writing of the cause of delay,

whereupon the District may extend the time for completing the work when in its judgment the findings of fact justify such an extension and its findings of fact thereon shall be final and conclusive on the parties hereto. Any change to cost or schedule shall be submitted within 10 days of change event. If no cost is submitted within 10 days, District shall assume it is a no-cost change and Contractor will proceed with the work as directed.

19. WORK HOURS AND NON-INTERFERENCE WITH SCHOOL

School Site will be active and occupied during duration of construction. (DURING SCHOOL PROJECTS) The contractor shall be responsible for the Safety & Security of the Students, Staff, Construction Workers and General Public during construction. The Contractor and their subcontractors and Vendors who will be working on the school site or campus shall go through the "Live Scan" Screening Process for Background Checks to Verify the worker is allowed to work on a school site in California. As a part of the" Live Scan Screening, the Contractor shall follow all fingerprinting requirements outlined in the contract and shall always keep all onsite personnel separated from staff and students during the work period. At no time shall any worker interact with any student or staff in any way, shape or form, including "Cat Calling or Whistling" at a student or staff member. Any worker found to be conducting themselves in a manner that would cause concern based on erratic or questionable behavior based on this requirement shall be immediately removed from the work site or project and not allowed to return. This requirement shall stay in full force through the duration of this project.

Working Hours for this Project Are: Monday Thru Saturday 7:00AM to 7:00PM (No Sunday Work is Allowed with out 48 Notice and Approval by the District)

Contractor shall Each Day Prior to Performing any work on the school sites, Shall Check in with the Front Office and Make the School Site Administrators Aware of the Contractor being onsite and the Locations of where the Fencing work will take place. The Contractor shall make every effort to be as productive as possible while keeping noise to a minimum.
The Contractor shall Safe Off/Barricade or otherwise create a safe barrier or separation between the work areas and the egress for students, staff, and General Public. The Contractor shall not leave any unsafe conditions at the end of each workday and shall if needed, install temporary measures to secure the site until the fencing work is completed.
Upon submission of bid, Contractor agrees to commit and comply with and is fully aware that the Project will require a large workforce and mandatory overtime and weekend work to complete the Project on time according to the Contract Documents related to meeting the Project completion date stated in this contract.

Bidding/awarded Contractor shall include all costs in their bid for all overtime and weekend work required along with any requirement for any increased manpower or workforce to complete the Project on time. No additional costs will be accepted by the District for overtime or weekend work or an increased workforce to complete the Project on time to meet the project completion date.

Bidding/awarded Contractor agrees upon submission of bid/award to refund to the District a credit/cost of **two thousand dollars ($2,000.00) for each Saturday** the Contractor does not have a full and complete working crew including management onsite completing the Work to meet the Project Completion Date.

No Sunday Work shall be allowed unless approved by the District forty-eight (48) hours in advance. ***Work considered noisy, i.e., jack hammering, shall be done on weekends,***

holidays or after school hours (after 3 p.m.) or during school holidays. Jack hammering work shall not begin before 7 a.m. and must cease at 7 p.m.

Contractor shall fence off and separate work force from students or faculty during all construction operations and set up safe zones for areas that have accident exposure conditions where any work of any kind is being performed that may have the ability to cause injury to the students, faculty, or public. No Exceptions.

ALL WORKERS WHO ENTER ANY PROPERTY WITHIN THE DISTRICT SHALL SIGN IN AT THE ADMINISTRATION OFFICE FOR THAT SCHOOL SITE OR WITH THE PRIME CONTRACTOR UPON ENTERING OR EXITING THE SCHOOL SITE. EACH CONTRACTOR OR THEIR SUBCONTRACTORS/ SUPPLIERS/DELIVERY PERSONNEL SHALL WEAR AT ALL TIMES, AN IDENTIFICATION BADGE AND HIGH VISIBILITY VEST TO BE EASILY IDENTIFIED BY THE DISTRICT. THIS REQUIREMENT IS MANDATORY!

The District shall assist the Contractor in designating the areas of work and assist with clearing the area and making it available to the Contractor during construction.

20. KEYS

Keys to existing buildings where access is required related to the project may be signed out through the Facilities Services Department located at 359 South Victoria Avenue, between 7:30 A.M. - 3:30 P.M. Monday thru Friday. All keys must be returned and accounted for before final payments will be paid. Contractor will be held responsible for any keys lost, stolen, not returned, or signed off. The Contractor will bear all costs for re-keying all locks due to keys not returned.

21. SCOPE OF WORK ITEMS TO BE ESPECIALLY AWARE OF AND NOTED AS A PART OF THIS CONTRACT THAT WILL BE COMPLETED AT THE SCHOOL SITE:

The Contractor shall supply all Labor, Materials and Equipment required or necessary to complete the work called out in the contract documents and to be aware that this contract will require the following portions of work to be completed related to the **Elmhurst Elementary School Playground Replacement Project**. The Contractor shall prior to the start of construction, thoroughly inspect and survey the existing facility and site conditions to completely familiarize themselves with the existing conditions and specific work locations. If during the inspection period any issues are found or discovered, the Contractor shall immediately notify the District and obtain directions for resolution. Contractor is required to implement and maintain any required SWPPP/BMP practices. These measures shall be implemented at no extra cost to the District. The Contractor shall be responsible to provide any additional required site clearing and cleaning efforts to complete the scope of work: including street sweeping, haul off, dewatering, and final clean when demobilized as applicable. The Contractor shall comply with all AHJ requirements, obtain all required permits or inspections for any work effecting areas adjacent to the site, provide any required traffic control and re-route signage to comply with all laws and regulations.

Contractor must include an amount of $75,000 as an allowance for unforeseen conditions. The Bid Proposal Amount includes the Allowance Amount set forth in this section. The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and

submitting this Bid Proposal.

Allowance: The Bidder and District acknowledge that the Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of **Seventy-Five Thousands ($75,000.00)** for items described in the Allowances sections of the Special Conditions. **Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Any Allowance Amount not fully consumed shall belong solely to the District and shall be refunded to the District via a deductive change order.** By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed as described above is inclusive of the Allowance Amount.

Additional construction is anticipated to occur on campus concurrently to the playground construction. Contractor is responsible for coordination for access and safety. Solar panels will be installed adjacent to the playground. During the course of construction, Contractor must protect any adjacent construction or finished product from damage.

Material has been previously purchased through Play & Park & Kompan by the District. Equipment will be delivered to the school site based on outlined schedule provided in bid documents. **Contractor is responsible for receiving, offloading, and handling of equipment upon delivery to the site. Contractor must have equipment onsite for offload and transportation of the material once received.**

To ensure playgrounds are installed correctly and efficiently, installation must be completed by company that meets the following requirements:

- MUST have valid/active Manufacturer Certification. The person certified must be part of the installation team, not an owner or admin person.
- Must have at least one CPSI certified installer on the crew during all work hours.
- Must have multiple projects of equal size completed with Play & Park Structures in the past 3 years.

Contractor is responsible for all scope of work as outlined in Drawings dated June 14 2024, and Specifications and Appendix A Installation Manual Dated November 8th, 2024.

Contractor is responsible for the removal and disposal of existing play equipment and surfaces, including the transportation, disposal, and haul off of all debris and export material. Contractor is responsible for any turf repair to existing turf areas that are disturbed by construction operations, including and not limited to new seeding. Demolition schedule must be coordinated with the District team prior to start of work. Onsite activities, such as state testing, may impact construction schedule and will be coordinated with the Contractor prior to start of construction. Contractor is responsible for temporary barricades, fencing, protection, and signage to ensure safe passage of students around demolition and construction areas throughout course of the project.

Contractor shall be responsible for patch and slurry seal of existing asphalt per project documents. Contractor is responsible for the implementation, monitoring, and requirements as outlined in the tree protection plan on sheet LD-0.01. Contractor to provide all trike track paintings per project documents. Provide and install fencing and footings, gates, hardware, and accessories, including mow curb per project documents. Provide and install concrete seat wall with skate stops per project documents.

Contractor is responsible for coordination and installation of base mat depths per project documents. Contractor shall add an additional 1/2" base mat for contingency. All base mat depths are required minimums. It is at the discretion of the Contractor to accurately coordinate various depths based on zones on plans, or install deepest condition of base mat across playground surface.

Contractor is responsible for correct alignment and elevation for installation of all conditions and products. Contractor shall engage a land surveyor to layout out the work and verify all layout information prior to proceeding with Work. If any discrepancies are discovered, notify Architect team promptly. Contractor shall independently confirm fall zone compliance when laying out play equipment, footings, and adjacent safety surface edge conditions. Provide written notice of any conflicts between playground layout, safety surface edge conditions, or adjacent equipment installations. **Any adjustments to the layout required to meet fall zone compliance will be at the contractor's expense.**

Construction survey is a requirement. Provide all onsite and offsite survey and staking work required for the project, including all required engineering and calculations from the contract documents. This includes all required horizontal gridline controls and vertical elevation controls per the contract documents. Provide all onsite and offsite survey and staking work required for the project, including all required engineering and calculations from the contract documents. This includes all required horizontal gridline controls and vertical elevation controls per the contract documents.

Contractor will perform Ground penetrating Radar before performing any digging on-site. GPR results/survey to be provided to VUSD. Contractor to notify Dig Alert before performing any digging on-site. Contractor to furnish and install truncated domes/ detectable warnings per contract documents. The Contractor install all playfield/playground equipment and structures included in the contract documents (OFCI). All mounting systems, brackets, bracing, backing, accessories, etc. to be included for complete installation.

This Contractor will coordinate the installed fall heights of equipment with finished elevations and critical height values of protective surfacing. Set equipment so fall heights and elevation requirements for age group use, and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment. This Contractor will remove and dispose of all protective coverings associated with shipped items. After completing playground equipment installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match the original finish or replace the component.

This Contractor is responsible for any demolition work required to perform new work and demolition of all site elements per the Contract Documents, may include but are not limited to:, freestanding concrete walls and foundations, building and site stairs and ramps, AC paving and base, concrete paving and base, asphalt or concrete curbs, gutters, slabs, pads, benches, all types of fencing, gates, poles, posts, railings and foundations for same, truncated domes, bollards, landscape, vegetation, all trees to the bottom of root via excavation (stump grinding will not be allowed), plantings in areas shown to receive new irrigation/planting, rocks (known or unknown), trash, old SWPPP BMP's, site accessories, signage, metal structures, tool shed, overhangs, planters, generator, fuel, planter beds, any underground utilities or structures, etc.

The Contractor is responsible for reviewing all drawings, including but not limited to

Architectural, civil, mechanical, electrical, plumbing, landscaping, and structural, to determine the extent of demolition and items to remain to construct the new work as required. Any items noted to be removed or demolished are by this Contractor. This Contractor will visit the site and inspect existing conditions to determine all demolition work required to achieve the new site work, per Contract Documents. No change orders will be issued for required demolition work that could be known from inspecting the project site conditions.

Before the commencement of work, this Contractor will conduct an existing conditions survey. The survey is to include photo and video documentation, along with a narrative, of existing site conditions for all onsite buildings and structures to remain in place and buildings, structures, fencing, walls, sidewalks, roadways, etc., adjacent to the project site. Provide VUSD with two (2) copies of the completed existing conditions survey. Identify and protect all existing utilities not indicated to be removed from potential damage during demolition operations. This will include protecting all remaining buildings and site elements.

Provide dust control as required to control pollution created during construction activities. This Contractor will provide dust control from demolition mobilization until all work is completed. This Contractor is responsible for removing all demolished materials within forty-eight (48) hours of demolition corresponding activity or as agreed upon with VUSD. Where items are inadvertently removed by this Contractor that are not shown to be removed or are not required to be removed to receive new installation, this Contractor will be responsible for the repair, replacement, and/or restoration of removed or damaged items.

This Contractor is responsible for all site grading and excavation complete for this project, which may include but is not limited to all rough grading, over ex, fine grading, import, export, all grading for sidewalks, hardscape, curb, and gutter subgrade cuts and backfilling of curbs, swales, grading and backfill of all screen and site retaining walls, backfill and infill of planters, ramps, ramp walls, backfill of site footing backfill, , seat walls, cuts to subgrade for hardscape, curb, and gutter, backfill of holes and site clearing.

This Contractor is responsible for restoring and grading areas in preparation for concrete/asphalt finish placement operations. This Contractor will provide all construction water for their own work, including backflow, meter deposits, and cost of water as applicable per Contract Documents. This Contractor will install above-ground stakes with labeled signs at all existing utilities illustrated within the drawing to remain or protect in place. This Contractor is responsible for all power requirements associated with and required by own work.

Cut and lay back slopes following all safety regulations and Contract Documents. Provide a minimum three-foot clearance from the edge of wall footings and/or column/pedestal footings to the toe of slopes. Temporarily protect sloped areas from erosion during grading operations per the Contractor's means and methods. This Contractor will be responsible for hard digging, breaking, drilling, rock excavation, etc., and removal for their own work. This includes any permits required for blasting. The Contractor will perform finish grade activities to +- 0.10* average to subgrade of all site improvements.

This Contractor is responsible for exporting unsuitable materials as per the Contract Documents. This Contractor is to include soil import as required. Soil imports will follow regulatory agencies and local and state requirements/laws. This Contractor will be responsible for any necessary tests to determine that the imported soil is contaminant-free, with certified documentation per the Contract Documents and soil report. All required imports must meet soil reports and/or specifications. This Contractor coordinates testing and approval of import soil

before bringing it onto the site. Coordinate all onsite and import materials with project/ landscape Contract Documents to ensure material is suitable for planting. Any import material must comply with Ventura Unified School District's standards for Green use of products onsite.

Provide processing of wet soils immediately following rainfall to prevent schedule delays. This processing will be done by any means necessary, including mechanical, to process, spread, dry out, and re-compact soils to comply with the Contract Documents. Flood testing as required. Perform necessary corrections to achieve proper drainage. Furnish and install all geotextiles as required for the project. This Contractor will be responsible for any dewatering required to complete their scope of work per the Contract Documents.

This Contractor shall be responsible for installing any and all signage shown in the contract documents including but not limited to tow away, parking signage and playground signage.

The Contractor will furnish and install all fencing and gates per contract documents. This includes excavation, post footings, backfill and/or compaction, concrete, rebar, posts, material, gates, and accessories for the complete scope of work. This Contractor is to provide preparation for gate hardware installation. Furnish and install any additional boxes and/or backing as the hardware manufacturer requires. Installation clearances and placement of specialty items around adjacent surfaces must meet all ADA Title 24 guidelines for all scope .

The Contractor will clean and repair galvanized surfaces damaged by welding or abrasion, cut ends of fabric, and other cut sections with specified galvanizing repair material applied in conformance with the manufacturer’s printed instructions. The Contractor will furnish and install all landscape systems complete per contract documents. This may include but is not limited to all finish grading, soil testing, amendments, soil preparation, root barriers, tree supports, stakes, steel headers, mound construction, sand, rock, turf, grasses, lawns, sod, plants, trees, shrubs, groundcover, bushes, mow bands, mulches, hydroseeding, topsoil, planter fill, organic amendments, bedding, cobble, gravel, organic materials, fertilizer, pesticides, bark chips, tree pit drainage sump materials, perforated flex pipes, filter fabric socks, breather tubes, tree trunk protectors, weed control, layout, plugs, herbicide, planting tablets cobble, steel edging, sub-drainage systems, drain rock, filter fabric/ geotextile fabric, permeable weed blocking fabric, connections to the storm drain system, couplings/ clamps, tree grates, enclosures, cages, area drains, cleanouts and dry wells for own work, tree drainage, header, anchors, and other miscellaneous items.

The Contractor will provide all labor, material, and equipment necessary to furnish and install all planting and maintenance work needed to comply with the maintenance and warranty periods per contract documents. The Contractor is responsible for protecting and maintaining new and existing trees, shrubs, plants, and sod, including trimming and all hand watering if the irrigation system is not functional.

The Contractor is responsible for rock removal uncovered during their operations. The Contractor will provide soil tests as specified, including all costs associated with soil testing to secure approval of imported topsoil before job site delivery. All plant material must be selected at the nursery location, tagged, and is subject to approval by the Landscape Architect.

This Contractor coordinates all plant locations with the Landscape Architect before final placement. All plants and planted areas will be kept watered at all times. Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated. Tree root barriers will be installed where trees are placed within five (5)

feet of public improvements, including walks, curbs, street pavements, or new public improvements adjacent to existing trees. The root barrier will not wrap around the root ball.

The Contractor will provide tree staking for all trees per the contract documents. This Contractor will be responsible for replacing planting if necessary due to faulty installation or premature planting failure. The Contractor will remove debris, such as paper, grass clippings, leaves, or other organic material, by mechanically blowing or hand raking the surface.

Upon completion of all landscape planting, the Contractor will wash and hose off all exterior concrete and asphalt paving surfaces. **The Contractor is to include an exploratory investigation to locate the exact positions of existing P.O.C.s and connect the new systems accordingly.** Potholing to be completed by Contractor to find the precise location of existing services before excavation. Existing utilities damaged by this Contractor will be replaced/repaired at no additional cost to the Owner. Failure to notify VUSD of any discrepancies before the start of work will indicate that VUSD concurs that site conditions match the contract documents.

This Contractor is to furnish and install all irrigation complete per contract documents, specifications, and as required for a complete system. This may include but is not limited to all trenching, excavation, backfill, subgrade, compaction, support blocks, brick supports, bedding material, plant drains, offsets, controllers, controller assemblies, spray irrigation, tree grates, tree grate frames, backflow preventers, valves, fittings, piping, mainline, lateral lines, sleeving, fittings, meters, flow sensors, pressure regulators, grounding rods, control wiring, detection wires, common wires, time clocks, connections, sprinklers, drip systems, wye strainer, bubblers, drip zone kits, pull boxes, valve boxes, splice boxes, labels, conduits, control cables, wire connections, and all miscellaneous and sundry accessories and items as required to obtain a complete operational system.

The Contractor will protect all existing and new flatwork from planting and irrigation operations. Provide hand watering to maintain all installed landscaping work from when landscape work is installed to when the irrigation system is complete and ready to be used. If this Contractor chooses to plant before the irrigation is completed, hand watering will be required. This does not relieve the Contractor from meeting the contract schedule.

This Contractor will include the tap, connection to water service, and recycled water meter as indicated in the contract documents. This Contractor is responsible for cutting, capping, relocating, and repairing existing irrigation (including off-site work) as required for new construction before demolition and earthwork. This Contractor is responsible for all sprinkler head coverage tests to ensure adequate spread. The Contractor will test all sprinkler heads before placing the ground cover. The new irrigation system must provide 100% head-to-head coverage without wetting the paved surfaces or building faces. All leaks in this area must be fixed and deemed acceptable before landscape materials are placed.

The Contractor will test for and repair leaks before installing turf. This Contractor is responsible for all required re-excavation, re-grading, and re-compaction in areas where the soil has “settled” due to the repair of irrigation lines. All dips in the soil must be repaired before installing turf. The Contractor will install the turf per the manufacturer’s instructions and contract documents.

This Contractor will furnish and install all irrigation controllers, weather sensors, control wiring, and spare wire as required per the contract documents. All vaults, pull-boxes, clean-outs, etc.,

will be set flush with the finished surface.

This Contractor will install rebar caps for all rebar and impalement hazards for their own work. Furnish and install all reinforcing steel, mesh, welded wire, dowels, epoxy dowels, cages, guying, hoisting, etc., as required, including layout, installation, blocking, and welding if required, etc.

The Contractor will furnish and install all concrete paving and site concrete per Contract Documents. These may include but are not limited to excavation, grading, shoring, reinforcing steel, welding, sidewalks with curb and gutter, site retaining walls, landscape walls, planters, site stairs, monument signs, PCC swales, cross gutters, edge banding, curbs, mow curbs, flush curbs, tactile warning pavers units, truncated domes, site pavers, decorative pavers, garden pavers, roof deck pavers, mechanical, plumbing, electrical, fire utility, irrigation site pads, seat walls, benches, lines, grades, expansion joints, cold joints, control joints, caulking, keyways, dowels, specified finishes, etc. as indicated in the Contract Documents.

This Contractor is to furnish and install all site concrete pedestrian and vehicular paving, which may include, but is not limited to, reinforcing bars, compacted aggregate base, thickened edge, moistened and compacted paving subgrade, and impermeable plate or liner per plans, specifications, and geotechnical report. Provide all doweling for concrete paving as required.

The Contractor will provide all aggregate base and/or sand base material as shown in Contract Documents; this may include but is not limited to concrete paving, driveways, concrete site paving, driveway approaches, and unit pavers. This consists of all necessary excavation, grading, placement, re- compaction, base, sand, seaters, stabilizers, joint sealants, and all other components and accessories

The Contractor will provide all reinforcing steel (welded reinforcement where indicated per Contract Documents), mesh, welded wire, rebar chairs, adobes, dowels, epoxy dowels, curb dowels, cages, guying, hoisting, etc., as required, including layout, installation, welding if required, blocking, etc.

The Contractor will provide potholing, excavation, dust control, shoring, trench plates, barricades, safety fencing, flagmen, select material, backfill material, import material, fill products, compaction, backfill, subgrade compaction, etc., as needed to perform own work per Contract Documents use only approved existing backfill material, import as required, and export unsuitable material per plans, specifications. The Contractor will furnish and install the recreational rubberized surfacing completely, using the approved manufacturers and installers, per the contract documents. The Contractor will also provide site preparation, material, accessories, base, and compaction as required for a complete scope of work. The contractor shall provide play sand for sandbox.

This Contractor will furnish concrete cures, sealers, and joint sealants, including proper priming and preparation, as specified in the project documents for their own work. This Contractor must provide all sealants and sealers at locations where joints interface with existing work. This Contractor will furnish and install all grouting and dry packing required for work.

This Contractor will provide and install all site utility systems including storm drain complete per Contract Documents. Contractor to furnish and install all catch basins, atrium drains, pop-up emitters, and perforated underdrains per contract documents and all base and compaction as pertains to this scope. Provide any trench plates or other temporary access measures as

needed for own work to maintain constant access to all areas for other Contractors on site. Contractor is to provide the final connection to existing site utilities. Verify locations and elevations of all Points of Connection (POCs) in the field before installing new work and providing documentation to VUSD. Perform testing storm drain, before finishing work such as. Flush all lines as required. Camera and/or Video of finished work will be required.

This Contractor will furnish and install all skate stops formed and/or anchor mount or adhesively attached per Contract Documents. Salvage and turnover any material or equipment specified in the contract documents to VUSD. Any saw cuts to site concrete shall be taken back to the nearest expansion or control joint. Contractor responsible for all striping including but not limited to Trike track ground paint.

The Contractor shall include continual maintenance of all landscape Work included in the Contract for a period of ninety (90) days from the time all Work is completed and approved. This 90-day maintenance period is to include maintenance and filling of water bags on newly installed landscaping per plans and specifications. The Contractor shall be responsible for repairing any damage during the course of construction or during the maintenance period, including fencing, depressions by vehicles, equipment or foot traffic, extermination of gophers or moles as required, weeding, and fertilizing. At completion of the turf recovery period, all areas included in the work shall be clean and free of debris and weeds; lawn shall be live, healthy, and free of infestation.

Contractor shall include in bid, ALL costs to supply a Payment and Performance Bond for the total cost of the bid. District will not except any additional cost related to these two items which are contract requirements. Contractor shall include in bid, ALL costs to provide Insurance coverages per the contract requirement set forth in the contract documents. District will not except any additional cost related to these insurance requirements. The Awarded Contractor shall immediately submit and order all long lead items as related to the scope of work, and any other item required as to not delay the project from being completed on time for the opening of playground in the spring of 2025. The Contractor shall include any final testing, finish test or verification item or process to successfully close out and certify the project upon completion. **Bonds must be provided for the duration of the project and two year warranty period.**

PLANS & SPECIFICATIONS TO FOLLOW ON NEXT PAGES.

The Contractor **shall, upon given notice of award, begin immediately with the submission of all material and other related submittals to have this process for submission completed within 30 days.** The district's intention is for the awarded contractor to begin immediately with the work upon the notice to proceed and as soon as the submittal for materials and related items is approved.

The contractor shall, always while on any school site, wear a High Visibility Safety Vest, Hard Hat, Safety Glasses, Gloves, Proper work boots, and Proper Clothing. No Shorts or sleeveless shirts of any kind. This requirement is mandatory. Any individual found to not follow this requirement shall be removed immediately and not allowed back on any school site until the violation is corrected. (THIS IS A MANDATORY REQUIREMENT)

Contractor shall field verify prior to bid, all existing "SITE" conditions at all exterior locations where work will take place at the surrounding areas/site.

Contractor shall thoroughly familiarize themselves with the condition of all substrates to ensure their bid is reflective of the amount of labor, materials and equipment that will be needed or required to complete **ELMHURST ELEMENTARY SCHOOL PLAYGROUND REPLACEMENT.**
No equipment or materials shall be left on site un-secured due to vandalism and the threat of theft or possibly fire UNLESS SECURLEY STORED. The Contractor shall make sure all items are secured or properly stored each day while on site so any weather event will not scatter debris around the work zone or campus endangering students or faculty.

All Managing or Supervisory workers shall be fingerprinted in accordance with state law relating to working on school sites. Contractor prior to the start of work shall submit to "the district" all fingerprint information for each worker who will be on site. No work shall commence until this information has been submitted, reviewed, and approved by the district. (CONTRACTOR NOTE: THIS REQUIREMENT IS MANDATORY. NO WORK WILL COMMENCE UNTIL THIS REQUIREMENT IS COMPLIED WITH. CONTRACTOR WILL BE DELAYING THE PROJECT START AND WILL BE NOTIFIED BY THE DISTRICT OF POSSIBLE LIQUIDATED DAMAGES BEING INITIATED DUE A CONTRACTOR CAUSED DELAY IN THE START OF THE PROJECT DUE TO NON-CONFORMANCE WITH THIS MANDATORY REQUIREMENT)

The contractor shall have on site, always, a project Superintendent who is solely responsible for managing all on-site work activities with all trades or subcontractors. The Superintendent shall not perform any physical work of any kind. The superintendent's sole purpose is to manage their work force to assure the project is completed in accordance with the contract documents and completion date to obtain close out and certification.

Project Reporting & Record Keeping by Awarded Contractor (Mandatory Project Daily Report & Sign In Sheet): As a part of this bid and the Project, the Ventura Unified School District has made it a mandatory requirement that the awarded contractor and their subcontractors-vendors or specialty tradespersons shall submit to the District on a daily basis and no later than at the end of each work day (no later than 12 midnight of that day), a completed hard copy original daily report of that day's Work activities that were performed at each Site by the Contractor, any Subcontractors or vendors and specialty tradespersons. The completed daily report required by each party shall include at a minimum the following information: (a) name of Contractor, Subcontractor, vendor and/or specialty tradespersons, (b) names of ALL individual persons performing any Work on Site, (c) type of trade of the individual worker who is performing Work onsite, (d) hours worked by individual trade worker that day, (e) location of Work where the individual trade worker was performing that day's work, (f) names of supervisors for awarded Contractor and any Subcontractors, vendors or specialty tradespersons working on the Project Site, (g) hours onsite by supervisors, (h) information on companies' supervisors and who they represent while onsite, (i) all hours worked onsite by each supervisor, (j) a complete list of all equipment onsite DAILY being utilized for the Work to complete the Project from the Contractor and any Subcontractors, vendors or specialty tradespersons, (k) any materials delivered onsite of any kind. In addition to the submission of the daily report each day by the Contractor and its Subcontractors, vendors and/or specialty tradespersons, each party shall provide to the District a completed hard copy "sign in and sign out sheet" for that day showing each individual worker's name, trade title, company employed by, and signature.

The awarded Contractor and its Subcontractors, vendors and/or specialty tradespersons shall be aware and take note that as a part of this Contract **the District shall have the right and**

will back charge or deduct from the awarded Contractor's Contract after notification, a penalty fee of five hundred dollars ($500.00) for each time this requirement is not met by the awarded Contractor and/or any of its Subcontractors, vendors and/or specialty tradespersons. Any party, prime contractor, subcontractor, vendor or specialty tradesperson providing a bid or proposal for this Project hereby acknowledges and agrees to comply with this requirement upon submission.

PLANS:
ELMHURST PLAYGROUND REPLACEMENT PROJECT PLANS DATED 06/14/24

SCHEDULE OF DRAWINGS

SHEET NO.	SHEET REFERENCE	SHEET TITLE
1	A-0.01	TITLE SHEET
2	A-1.01	SITE ACCCESS PLAN & DETAILS
3	LD-0.01	TREE PROTECTION PLAN
4	LD-1.01	DEMOLITION PLAN
5	LD-1.02	DEMOLITION PLAN
6	LD-1.03	DEMOLITION PLAN
7	LC-0.01	CONSTRUCTION NOTES AND SCHEDULES
8	LC-0.02	PLAYGROUND ACCESSIBILITY PLAN
9	LC-0.03	PLAYGROUND ACCESSIBILITY PLAN
10	LC-0.04	PLAYGROUND ACCESSIBILITY PLAN
11	LC-1.01	CONSTRUCTION & GRADING PLANS
12	LC-1.02	CONSTRUCTION & GRADING PLANS
13	LC-1.03	CONSTRUCTION & GRADING PLANS
14	LC-2.01	HORIZONTAL CONTROL PLAN
15	LC-2.02	HORIZONTAL CONTROL PLAN
16	LC-2.03	HORIZONTAL CONTROL PLAN
17	LC-3.01	PLAYGROUND SURFACING DEPTHS PLAN
18	LC-3.02	PLAYGROUND SURFACING DEPTHS PLAN
19	LC-4.01	CONSTRUCTION DETAILS
20	LC-4.02	CONSTRUCTION DETAILS
21	LP-0.01	PLANTING NOTES AND SCHEDULES
22	LP-1.01	PLANTING PLAN
23	LP-1.02	PLANTING PLAN
24	LP-1.03	PLANTING PLAN

SPECIFICATIONS DATED NOVEMBER 8, 2024:

DIVISION 01 GENERAL REQUIREMENTS
01 10 00 Summary
01 25 00 Substitution Procedures
01 26 00 Contract Modification Procedures
01 29 00 Payment Procedures
01 31 00 Project Management and Coordination
01 32 00 Construction Progress Documentation
01 33 00 Submittal Procedures
01 40 00 Quality Requirements
01 42 00 References
01 50 00 Temporary Facilities and Controls
01 73 00 Execution
01 77 00 Closeout Procedures
01 78 39 Project Record Documents

DIVISION 02 EXISTING CONDITIONS
02 41 19 Selective Demolition

DIVISION 03 CONCRETE
03 10 00 Concrete Forming and Accessories
03 20 00 Concrete Reinforcing
03 30 00 Cast-in-Place Concrete

DIVISION 11 EQUIPMENT
11 68 13 Playground Equipment and Structures

DIVISION 31 EARTHWORK

31 10 00 Site Clearing
31 20 00 Earthwork

DIVISION 32 EXTERIOR IMPROVEMENTS
32 01 91 Tree Protection & Root Pruning
32 11 25 Aggregate Base Courses
32 16 00 Curbs and Sidewalks
32 17 23 Pavement Markings
32 17 26 Detectable Warning Surfacing
32 18 16.23 Playground Protective Surfacing
32 31 13 Chain Link Fences and Gates
32 32 13 Concrete Walls
32 91 15 Soil Preparation (Performance Specification)
32 92 00 Turf and Grasses
32 93 00 Plants
32 94 00 Landscape Planting Accessories
32 98 13 Landscape Maintenance/Establishment Period

DIVISION 33 UTILITIES
33 40 00 Storm Drainage Utilities

PROJECT SPECIFICATIONS

FOR

VENTURA UNIFIED SCHOOL DISTRICT
E4-24 PLAYGROUND REPLACEMENT PROJECT

AT

ELMHURST ELEMENTARY SCHOOL
5080 Elmhurst St., Ventura, CA 93003

Prepared By
RNT Architects
285 N Ventura Ave #102
Ventura, CA 93001

Prepared For
Ventura Unified School District
Ventura, CA

Architect Project No. 241012

November 8, 2024

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ARCHITECT



LANDSCAPE ARCHITECT

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DIVISION 33 – UTILITIES
33 40 00 Storm Drainage Utilities

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Work under Owner's separate contracts.
5. Owner-furnished/Contractor-installed (OFCI) products.
6. Contractor's use of site and premises.
7. Work restrictions.
8. Coordination with occupants.
9. Specification and Drawing conventions.

B. B. Related Requirements:
1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Playground Replacement Project

1. Project Number: E4-24
a. Project Location: Elmhurst Elementary School, 5080 Elmhurst St., Ventura, CA 93003.

B. Owner: Ventura Unified School District, 395 South Victoria Avenue, Ventura, CA 93003.

C. Architect: Roesling Nakamura Terada Architects, Inc., 285 North Ventura Avenue, #102, Ventura, CA 93001.

D. Landscape Architect: Pacific Coast Land Design, 461 E Main St.,Ventura, CA 93001

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project consists of:

1. E4-24 ELMHURST
a. Existing tree protection.
b. Removal and disposal of existing play equipment and surfaces.
c. Grading, drainage and subsurface soil preparation for finish
d. Surfaces.
e. Concrete seat walls.
f. Installation of owner-furnished play equipment and signage.

g. Installation of play surfaces and landscaping.
h. Modifications of existing irrigation.
i. Fencing.
j. Installation of misc. Site access improvements as indicated.
k. Turf repar for existing turf areas disturbed by construction
l. Operations.
m. Patch and slurry seal existing asphalt to remain (in scope of
n. Work).

B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.
1. Shut off existing irrigation for turf areas providing access for construction vehicles to the site.

1.4 WORK UNDER OWNER'S SEPARATE CONTRACTS

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

B. Concurrent Work: Owner has awarded separate contract(s) for the following construction operations at Project site. Those operations will be conducted to coordinate with Work under this Contract.
1. Photovoltaic (PV) Structure – timing varies. PV project may be underway at time of execution of this contract.

1.5 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
2. Provide for delivery of Owner-furnished products to Project site.
3. Upon delivery, inspect, with Contractor present, delivered items.
a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
4. Obtain manufacturer's inspections, service, and warranties.
5. Inform Contractor of earliest available delivery date for Owner-furnished products.

B. Contractor's Responsibilities: The Work includes the following, as applicable:
1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.

6. Repair or replace Owner-furnished products damaged following receipt.

C. Owner-Furnished/Contractor-Installed (OFCI) Products:

1. E4-24 ELMHURST
   a. play equipment
   b. play equipment signage

1.6 WORK RESTRICTIONS

A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
2. Schedule deliveries to minimize use of driveways and entrances by construction operations.
3. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
4. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

C. On-Site Work Hours: Limit work in the existing building to normal business working hours Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

D. Existing Utility Interruptions: Coordinate interruption of utilities serving facilities occupied by Owner or others with 48 hours advance notice:

E. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

F. Nonsmoking Building: Smoking is not permitted on campus or within 25 feet of entrances, operable windows, or outdoor-air intakes.

G. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.
   1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
   3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
   4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Contingency allowances.

1.3 DEFINITIONS

A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Contingency Allowance: The Contractor shall include of $75,000 in the bid an allowance for miscellaneous unforeseen conditions, including but not limited to the replacement of existing unsatisfactory soils, rerouting of existing utilities or other subsurface conditions.

END OF SECTION 012100

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.2 ACTION SUBMITTALS

A. Substitution Requests: Submit request in digital format for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A or approved equal.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    e. Samples, where applicable or requested.
    f. Certificates and qualification data, where applicable or requested.
    g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    i. Cost information, including a proposal of change, if any, in the Contract Sum.
    j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
    k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
    b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue Architect's Supplemental Instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use form provided by Owner.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Owner may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
   1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

   1. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values.

   1. Arrange schedule of values consistent with format of AIA Document G703.
   2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.
   3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

1.3 APPLICATIONS FOR PAYMENT

A. Application for Payment Forms: Use forms acceptable to the Owner and Architect as form for Applications for Payment.

B. Transmittal: Submit three signed and notarized original copies or digital documents with secure digital signatures of each Application for Payment to Architect according to the schedule established in the Owner/Contractor agreement. One copy shall include waivers of lien and similar attachments if required.

C. Project Record Documents: Provide to the Owner and Architect for review the progress set of Project Record Documents including up-to-date markups of existing utilities or any

modifications to the contract documents. Refer to Section 017839 “Project Record Documents” for full requirements.

D. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

E. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Include "Contractor's Affidavit of Payment of Debts and Claims."
5. Include "Contractor's Affidavit of Release of Liens."
6. Include “Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.2 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use form provided by Owner. Sample copy is included in Project Manual.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. List email addresses and telephone numbers.

1.3 GENERAL COORDINATION PROCEDURES

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

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

1.4 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and digitally submit an RFI.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Owner name.
   3. Owner's Project number.
   4. Name of Architect (and Construction Manager if applicable).
   5. Architect's Project number.
   6. Date.
   7. Name of Contractor.
   8. RFI number, numbered sequentially.
   9. RFI subject.
   10. Specification Section number and title and related paragraphs, as appropriate.
   11. Drawing number and detail references, as appropriate.
   12. Field dimensions and conditions, as appropriate.
   13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   14. Contractor's signature.
   15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
      a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow three days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
   1. The following Contractor-generated RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for approval of Contractor's means and methods.
      d. Requests for coordination information already indicated in the Contract Documents.
      e. Requests for adjustments in the Contract Time or the Contract Sum.
      f. Requests for interpretation of Architect's actions on submittals.
      g. Incomplete RFIs or inaccurately prepared RFIs.
   2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
   3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.

D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Update RFI Log and provide copies to Owner and Architect at coordination meetings.

1.5 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
    a. Responsibilities and personnel assignments.
    b. Tentative construction schedule.
    c. Phasing.
    d. Critical work sequencing and long lead items.
    e. Designation of key personnel and their duties.
    f. Lines of communications.
    g. Use of web-based Project software (optional).
    h. Procedures for processing field decisions and Change Orders.
    i. Procedures for RFIs and logs.
    j. Procedures for testing and inspecting.
    k. Procedures for processing Applications for Payment.
    l. Distribution of the Contract Documents.
    m. Submittal procedures.
    n. Preparation of Record Documents.
    o. Use of the premises.
    p. Work restrictions.
    q. Working hours.
    r. Owner's occupancy requirements.
    s. Responsibility for temporary facilities and controls.
    t. Procedures for moisture and mold control.
    u. Procedures for disruptions and shutdowns.
    v. Construction waste management and recycling.
    w. Parking availability.
    x. Office, work, and storage areas.
    y. Equipment deliveries and priorities.
    z. First aid.
    aa. Security.
    bb. Progress cleaning.

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

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

D. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    a. Preparation of Record Documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Procedures for completing and archiving web-based Project software site data files.
    d. Submittal of written warranties.
    e. Requirements for completing sustainable design documentation.
    f. Requirements for preparing operations and maintenance data.
    g. Requirements for delivery of material samples, attic stock, and spare parts.

h. Requirements for demonstration and training.
i. Preparation of Contractor's punch list.
j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
k. Submittal procedures.
l. Coordination of separate contracts.
m. Owner's partial occupancy requirements.
n. Installation of Owner's furniture, fixtures, and equipment.
o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Contractor's Construction Schedule.

B. Related Requirements:
   1. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.
   2. Section 014000 "Quality Requirements" and DSA Form 103 for schedule of tests and inspections.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

   1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of labor and equipment necessary for completing an activity as scheduled.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. PDF file.

B. Startup construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Site Condition Reports: Submit at time of discovery of differing conditions.

E. Unusual Event Reports: Submit at time of unusual event.

1.4 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Time Frame: Extend schedule from date established for the Notice of Award to date of Substantial Completion.

   1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities:

   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
      a. Temporary facilities.
      b. Construction of mock-ups, prototypes and samples.
      c. Owner interfaces and furnishing of items.
      d. Interfaces with Separate Contracts.
      e. Regulatory agency approvals.
      f. Punch list.

3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include expected duration for completion of punch list items and Final Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work under More Than One Contract: Include a separate activity for each contract.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
4. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Use-of-premises restrictions.
e. Seasonal variations.

5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Mockups.
e. Fabrication.
f. Sample testing.
g. Deliveries.
h. Installation.
i. Tests and inspections.
j. Adjusting.
k. Curing.
l. Startup and placement into final use and operation.
m. Commissioning.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion and the following interim milestones:
1. Modular building delivery date.

2. School critical schedule dates from Owner.

E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.

F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. As the Work progresses, indicate Final Completion percentage for each activity.

G. Recovery Schedule: When periodic update indicates the Work is behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:
1. Division 01 Section "Project Record Documents" for submitting record Drawings and record Specifications.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action.

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

1.3 ACTION SUBMITTALS

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

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
1. Architect will discard submittals received from sources other than the Contractor.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with unique identifier including project identifier and Specification Section number followed by a revision identifier when necessary.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

E. Options: Identify options requiring selection by Architect.

F. Deviations: Identify deviations from the Contract Documents on submittals.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.

a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit digitally. Architect will return with review stamp and comments.
3. Informational Submittals: Submit digitally. Architect will not return review.
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.

b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. Include the following information, as applicable:

a. Manufacturer's written recommendations, product specifications and installation instructions.
b. Standard color charts.
c. Statement of compliance with specified referenced standards.
d. Testing by recognized testing agency.
e. Application of testing agency labels and seals.
f. Notation of coordination requirements.
g. Availability and delivery time information.

2. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

3. Submit Product Data before or concurrent with Samples.
4. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches .

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.
   1. Special Tests and Inspections
   2. Acceptance Testing Requirements.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

   1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Division of the State Architect, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

   1. Divisions 02 through 33 Sections for specific test and inspection requirements.
   2. DSA Form 103 Special Tests and Inspections.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

C. If any conflicts or inconsistencies exist between the specifications and the drawings (including the general notes), the more stringent requirements shall take precedence.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing

engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and DSA certified Inspector of Record, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

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

1. Owner will employ a Project Inspector approved by the Division of the State Architect who shall provide continuous inspection of the work. The duties of the inspector are

defined in section 4-324, part 1, title 24, CCR. The project inspector shall be certified by DSA to inspect class 3 construction.

2. Owner will employ a Testing Agency approved by the Division of the State Architect who shall provide testing services. The duties of the Testing Agency are defined in section 4-213, part 1, title 24, CCR.
3. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
4. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
6. Title 24, Parts 1-5 must be kept on site during construction.
7. Verify compliance with Title 24 for parts 1-6 and 9 as applicable.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect, DSA certified Project Inspector and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, DSA certified Inspector of Record and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor’s construction schedule. Update as the Work progresses.

1. Distribute schedule to Owner, Architect, DSA certified Inspector of Record testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction and in DSA Testing and Inspection form DSA-103 as the responsibility of the Owner as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, DSA certified Inspector of Record and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and DSA certified Inspector of Record and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

1.9 ACCEPTANCE TESTING REQUIREMENTS

A. The California Energy Code section 10-103 requires acceptance testing on all newly installed lighting controls, mechanical systems, envelopes, and process equipment after installation and before project completion. An acceptance test is a functional performance test to help ensure that newly installed equipment is operating and in compliance with the energy code.

B. Lighting controls acceptance tests must be performed by a certified lighting controls Acceptance Test Technician (ATT)

C. Mechanical system acceptance tests must be performed by a certified mechanical ATT for projects submitted on or after October, 2021.

D. Envelope and process equipment acceptance tests shall be performed by the installing contractor, engineer/architect of record or the owner's agent.

E. A listing of certified ATT can be found at https://www.energy.ca.gov/programs-and-topics/programs/acceptance-test-technician-certification-provider-program/acceptance.

F. The acceptance testing procedures must be repeated, and deficiencies must be corrected by the builder or installing contractor until the construction/installation of the specified systems conform and pass the required acceptance criteria.

G. Project inspectors will collect the forms to confirm that the required acceptance tests have been completed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

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

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).

27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa.ca.
65. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).

70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org .
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
113. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.

114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
118. ISO - International Organization for Standardization; www.iso.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int/home.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; www.lightning.org.
124. MBMA - Metal Building Manufacturers Association; www.mbma.com.
125. MCA - Metal Construction Association; www.metalconstruction.org.
126. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
127. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
128. MHIA - Material Handling Industry of America; www.mhia.org.
129. MIA - Marble Institute of America; www.marble-institute.com.
130. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
131. MPI - Master Painters Institute; www.paintinfo.com.
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
133. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NADCA - National Air Duct Cleaners Association; www.nadca.com.
136. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
137. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
138. NBI - New Buildings Institute; www.newbuildings.org.
139. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NCMA - National Concrete Masonry Association; www.ncma.org.
141. NEBB - National Environmental Balancing Bureau; www.nebb.org.
142. NECA - National Electrical Contractors Association; www.necanet.org.
143. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
144. NEMA - National Electrical Manufacturers Association; www.nema.org.
145. NETA - InterNational Electrical Testing Association; www.netaworld.org.
146. NFHS - National Federation of State High School Associations; www.nfhs.org.
147. NFPA - National Fire Protection Association; www.nfpa.org.
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; www.nfrc.org.
150. NHLA - National Hardwood Lumber Association; www.nhla.com.
151. NLGA - National Lumber Grades Authority; www.nlga.org.
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
154. NRCA - National Roofing Contractors Association; www.nrca.net.
155. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
156. NSF - NSF International; www.nsf.org.
157. NSPE - National Society of Professional Engineers; www.nspe.org.

158. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
160. NWFA - National Wood Flooring Association; www.nwfa.org.
161. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
162. PDI - Plumbing & Drainage Institute; www.pdionline.org.
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); http://www.plasa.org.
164. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
165. RFCI - Resilient Floor Covering Institute; www.rfci.com.
166. RIS - Redwood Inspection Service; www.redwoodinspection.com.
167. SAE - SAE International; www.sae.org.
168. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
169. SDI - Steel Deck Institute; www.sdi.org.
170. SDI - Steel Door Institute; www.steeldoor.org.
171. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; www.siaonline.org.
174. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMA - Screen Manufacturers Association; www.smainfo.org.
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
177. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
178. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
179. SPIB - Southern Pine Inspection Bureau; www.spib.org.
180. SPRI - Single Ply Roofing Industry; www.spri.org.
181. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
182. SSINA - Specialty Steel Industry of North America; www.ssina.com.
183. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
184. STI - Steel Tank Institute; www.steeltank.com.
185. SWI - Steel Window Institute; www.steelwindows.com.
186. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
187. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; www.masonrysociety.org.
193. TPI - Truss Plate Institute; www.tpinst.org.
194. TPI - Turfgrass Producers International; www.turfgrasssod.org.
195. TRI - Tile Roofing Institute; www.tileroofing.org.
196. UL - Underwriters Laboratories Inc.; http://www.ul.com.
197. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
198. USAV - USA Volleyball; www.usavolleyball.org.
199. USGBC - U.S. Green Building Council; www.usgbc.org.
200. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
201. WA - Wallcoverings Association; www.wallcoverings.org

202. WASTEC - Waste Equipment Technology Association; www.wastec.org.
203. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
204. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
205. WDMA - Window & Door Manufacturers Association; www.wdma.com.
206. WI - Woodwork Institute; www.wicnet.org.
207. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
208. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and

regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. DSA; Division of the State Architect, California, www.dgs.ca.gov/dsa/.
7. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Architect,, Project Inspector, testing agencies, and authorities having jurisdiction.

B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

2.2 MATERIALS

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

B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

2.3 EQUIPMENT

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

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

C. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Provide construction for shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
2. Utilize designated area within existing building for temporary field offices.
3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

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

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

C. Parking: Use designated areas of Owner's existing site for construction personnel.

D. Storage and Staging: Use designated areas of Project site for storage and staging needs.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

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

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
   1. Refer to Specification Section 320191 “Tree Protection & Root Pruning” for additional requirements.

F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

   1. Extent of Fence: As required to enclose Project sites or portion determined sufficient to accommodate construction operations.

G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

   1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the site.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 PREINSTALLATION MEETINGS

A. Cutting and Patching Conference: Conduct conference at Project site.

1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting

and patching work. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

a. Contractor's superintendent.
b. Trade supervisor responsible for cutting operations.
c. Trade supervisor(s) responsible for patching of each type of substrate.
d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affecting by cutting and patching operations.

2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.6 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities,**mechanical and electrical systems,** and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control

of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Play Equipment Lines and Levels: Locate and lay out control lines and levels for structures, foundations. Transfer survey markings and elevations for use with control lines and levels. Level foundations from two or more locations.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as

practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. List of incomplete items (Punch List).
4. Warranties.
5. Final cleaning.
6. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number.
5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **10** days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial

Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect and Owner.
    d. Name of Contractor.

e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within **15** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit **by** email to Architect and Owner.

E. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
g. Sweep concrete floors broom clean in unoccupied spaces.
h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
j. Remove labels that are not permanent.
k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

o. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
p. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:
1) Submit PDF electronic files of scanned record prints.
2) Submit Record Digital Data Files.
3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:
1) Submit PDF electronic files of scanned Record Prints with markups.
2) Print each drawing, whether or not changes and additional information were recorded.

1.3 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued, or a digital version of plans readily viewable on site.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
    1) Including shop drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
    a. Markings can be maintained by marking up a PDF of the construction documents. Do not flatten markups to allow for ease of searching.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Contractor.

1.4 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible

condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes:
1. Removal of existing concrete pavement and base
2. Removal of existing play sand
3. Removal of existing play equipment, surfacing, footings and edge restraints
4. Removal of existing asphalt pavement base
5. Removal of objectional material and site elements to the limits indicated in the project plans

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.
3. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.
4. Section 320191 "Tree Protection & Root Pruning" for protection of existing trees that are affected by selective demolition.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner as indicated.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage; prepare for reuse; and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed.

E. Protect in Place: Existing items of construction that are to be protected from damage in place.

F. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.
1. Owner has first right to all demolished materials.

1.4 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.

B. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations.

1.5 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.6 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials:

   1. It is not expected that hazardous materials will be encountered in the Work.
      a. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. On-site sale of removed items or materials is not permitted.

E. Utility Service: Maintain existing utilities not indicated for removal in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
   1. Mark up Project Record Documents to document discrepancies relevant to project scope.

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

3.2 PREPARATION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

A. Existing Services/Systems to Remain: Maintain utilities and campus systems and equipment to remain and protect against damage during selective demolition operations.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

   1. Proceed with selective demolition systematically.
   2. Neatly cut openings and holes plumb, square, and true to dimensions required.
   3. Comply with all applicable local and state regulations.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

   1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide

alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.

2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Play Sand: Remove full depth of play sand, including all edge restraints. Remove any underlayment materials, such as filter fabric or plastic sheeting.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts. Removal shall include foundations and footings connected.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

E. Play Equipment & Surfacing: Remove play equipment, footings, play surfacing and base materials.

F. Asphalt: Sawcutting operations shall be performed to neat, straight lines to the limits shown on the plans. Existing base materials shall be removed and disposed of per 3.6 below.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site recycle or dispose of them in accordance with Ventura County waste disposal and recycling requirements.

1. Do not allow demolished materials to 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 demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 03 10 00

CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Form-facing material for cast-in-place concrete.
2. Shoring, bracing, and anchoring.

B. Related Requirements:

1. Section 03 30 00 "Cast-in-place Concrete” for formwork related to all site concrete not referenced in other sections.
2. Section 32 32 13 "Concrete Walls" for formwork related to concrete walls.

1.3 DEFINITIONS

A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.

B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review the following:

a. Special inspection and testing and inspecting agency procedures for field quality control.
b. Construction, movement, contraction, and isolation joints
c. Forms and form-removal limitations.
d. Shoring and reshoring procedures.
e. Anchor rod and anchorage device installation tolerances.

1.5 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Exposed surface form-facing material.
2. Form ties.
3. Form-release agent.

B. Shop Drawings: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.

1. For exposed vertical concrete walls, indicate dimensions and form tie locations.
2. Indicate dimension and locations of construction and movement joints required to construct the structure in accordance with ACI 301.
3. Location of construction joints is subject to approval of the Construction Manager.
4. Indicate location of waterstops.
5. Indicate form liner layout and form line termination details.
6. Indicate proposed schedule and sequence of stripping of forms, shoring removal, and reshoring installation and removal.
7. Indicate layout of insulating concrete forms, dimensions, course heights, form types, and details.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing and inspection agency.

B. Field quality-control reports.

C. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

A. Testing and Inspection Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Form Liners: Store form liners under cover to protect from sunlight.

B. Insulating Concrete Forms: Store forms off ground and under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

C. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

B. Design, engineer, erect, shore, brace, and maintain insulating concrete forms in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design cross ties to transfer the effects of the following loads to the cast-in-place concrete core:

a. Wind Loads: As indicated on Drawings.

1) Horizontal Deflection Limit: Not more than 1/240 of the wall height.

2.2 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:

1. Provide continuous, true, and smooth concrete surfaces.
2. Furnish in largest practicable sizes to minimize number of joints.
3. Acceptable Materials: As required to comply with Surface Finish designations specified in the project plans, Section 03 30 00 "Cast-In-Place Concrete, and as follows:

a. Plywood, metal, or other approved panel materials.
b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

1) APA HDO (high-density overlay).
2) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.
3) APA Structural 1 Plyform, B-B or better; mill oiled and edge sealed.
4) APA Plyform Class I, B-B or better; mill oiled and edge sealed.

2.3 RELATED MATERIALS

A. Reglets: Fabricate reglets of not less than 0.022-inch- thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

B. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or

debris.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

E. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
2. Form release agent for form liners shall be acceptable to form liner manufacturer.

F. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

A. Comply with ACI 301.

B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the Surface Finish designations specified in Section 03 30 00 "Cast-In-Place Concrete" for as-cast finishes.

C. Limit concrete surface irregularities as follows:

1. Surface Finish-1.0: ACI 117 Class D, 1 inch.
2. Surface Finish-2.0: ACI 117 Class B, 1/4 inch.
3. Surface Finish-3.0: ACI 117 Class A, 1/8 inch.

D. Construct forms tight enough to prevent loss of concrete mortar.

1. Minimize joints.
2. Exposed Concrete: Symmetrically align joints in forms.

E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.

1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
3. Install keyways, reglets, recesses, and other accessories, for easy removal.

F. Do not use rust-stained, steel, form-facing material.

G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.

1. Provide and secure units to support screed strips
2. Use strike-off templates or compacting-type screeds.

H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.

1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
2. Locate temporary openings in forms at inconspicuous locations.

I. Chamfer exterior corners and edges of permanently exposed concrete.

J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.

K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.

1. Determine sizes and locations from trades providing such items.
2. Obtain written approval of Construction Manager prior to forming openings not indicated on Drawings.

L. Construction and Movement Joints:

1. Construct joints true to line with faces perpendicular to surface plane of concrete.
2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Construction Manager.
3. Place joints perpendicular to main reinforcement.
4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.

    a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.

5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls as indicated on Drawings.

    a. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.

1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.

N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
4. Install dovetail anchor slots in concrete structures, as indicated on Drawings.
5. Clean embedded items immediately prior to concrete placement.

3.3 REMOVING AND REUSING FORMS

A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work.

1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
2. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.

1. Align and secure joints to avoid offsets.
2. Do not use patched forms for exposed concrete surfaces unless approved by Construction Manager.

3.4 SHORING AND RESHORING INSTALLATION

A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.

1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.

B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.

C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 FIELD QUALITY CONTROL

A. Special Inspections: District will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.
2. Inspect insulating concrete forms for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 03 10 00

SECTION 03 20 00

CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review the following:

a. Special inspection and testing and inspecting agency procedures for field quality control.
b. Construction contraction and isolation joints.
c. Steel-reinforcement installation.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.

B. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.
2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.
3. For structural thermal break insulated connection system, indicate general configuration, insulation dimensions, tension bars, compression pads, shear bars, and dimensions.

C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.

1. Location of construction joints is subject to approval of Architect.

1.4 INFORMATIONAL SUBMITTALS

A. Material Test Reports: For the following, from a qualified testing agency:

1. Steel Reinforcement:

a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage and to avoid damaging coatings on steel reinforcement.

1. Store reinforcement to avoid contact with earth.
2. Do not allow stainless steel reinforcement to come into contact with uncoated reinforcement.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

2.2 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:

1. Do not cut or puncture vapor retarder.
2. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Splices: Lap splices as indicated on Drawings.

1. Bars indicated to be continuous, and all vertical bars to be lapped not less than 36 bar diameters at splices, or 24 inches, whichever is greater.
2. Stagger splices in accordance with ACI 318.
3. Weld reinforcing bars in accordance with AWS D1.4/D 1.4M, where indicated on Drawings.

3.3 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement.
2. Continue reinforcement across construction joints unless otherwise indicated.
3. Do not continue reinforcement through sides of strip placements of floors and slabs.

B. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length, to prevent concrete bonding to one side of joint.

3.4 INSTALLATION TOLERANCES

A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare test reports.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Steel-reinforcement placement.

D. Manufacturer's Inspections: Engage manufacturer of structural thermal break insulated connection system to inspect completed installations prior to placement of concrete, and to provide written report that installation complies with manufacturer's written instructions.

END OF SECTION 03 20 00

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

    a. General Cast-in-Place Concrete
    b. Concrete Headers
    c. Concrete Trike Track

B. Related Requirements:

1. Section 03 10 00 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
2. Section 03 20 00 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
3. Section 32 16 00 “Curbs and Sidewalks” for concrete curbs and sidewalks.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
2. Contractor's superintendent.
3. Independent testing agency responsible for concrete design mixtures.
4. Ready-mix concrete manufacturer.
5. Concrete Subcontractor.
6. Special concrete finish Subcontractor.

B. Review the following:

1. Special inspection and testing and inspecting agency procedures for field quality control.
2. Construction joints, control joints, isolation joints, and joint-filler strips.
3. Semirigid joint fillers.

4. Vapor-retarder installation.
5. Anchor rod and anchorage device installation tolerances.
6. Cold and hot weather concreting procedures.
7. Concrete finishes and finishing.
8. Curing procedures.
9. Forms and form-removal limitations.
10. Shoring and reshoring procedures.
11. Methods for achieving specified floor and slab flatness and levelness.
12. Floor and slab flatness and levelness measurements.
13. Concrete repair procedures.
14. Concrete protection.
15. Initial curing and field curing of field test cylinders (ASTM C31/C31M.)
16. Protection of field cured field test cylinders.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Aggregates.
5. Admixtures:

    a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.

6. Joint fillers.
7. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Steel-fiber reinforcement content.
10. Synthetic micro-fiber content.
11. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
12. Include manufacturer's certification that permeability-reducing admixture is compatible with mix design.
13. Include certification that dosage rate for permeability-reducing admixture matches dosage rate used in performance compliance test.
14. Intended placement method.
15. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

a. Location of construction joints is subject to approval of the District Representative.

D. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

1. Concrete Class designation.
2. Location within Project.
3. Exposure Class designation.
4. Formed Surface Finish designation and final finish.
5. Final finish for floors.
6. Curing process.
7. Floor treatment if any.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Bonding agents.
4. Adhesives.
5. Vapor retarders.
6. Semirigid joint filler.
7. Joint-filler strips.
8. Repair materials.

B. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Aggregates.
5. Admixtures:

a. Permeability-Reducing Admixture: Include independent test reports, indicating compliance with specified requirements, including dosage rate used in test.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician with experience installing and finishing concrete, incorporating permeability-reducing admixtures.

1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.

1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor to be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

D. Field Quality-Control Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1. Personnel conducting field tests to be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with ACI CPP 610.1 or an equivalent certification program.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301.

1.8 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

1.9 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor

retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type II/V , .
2. Fly Ash: ASTM C618, Class C or F.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
4. Silica Fume: ASTM C1240 amorphous silica.

B. Normal-Weight Aggregates: ASTM C33/C33M, coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:

a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. for moderately reactive aggregate or 3 lb./cu. yd. for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.

2. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C260/C260M.

D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.

E. Water and Water Used to Make Ice: ASTM C94/C94M, potable

F. Color Pigment (if noted on plans): ASTM C979/C979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant

to lime and other alkalis.

2.3 REPAIR MATERIALS

A. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested in accordance with ASTM C109/C109M.

2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.
3. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
4. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.
2. Use water-reducing admixture in pumped concrete, and concrete with a w/cm below 0.50.

2.5 CONCRETE MIXTURES

A. Class A : Normal-weight concrete used for footings, slab on grade, and walls.

1. Exposure Class: ACI 318 F0 S0 C1 .
2. Minimum Compressive Strength: 3000 psi at 28 days.
3. Maximum w/cm: 0.45 .
4. Slump Limit: 4 inches , plus or minus 1 inch .
5. Slump Flow Limit: 22 inches , plus or minus 1.5 inches .

6. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

B. Class B : Normal-weight concrete used for sidewalks, headers, and subsurface paver bands.

1. Class 520-C-2500. Portland cement concrete per Standard Specifications for Public Works Construction Section 201-1.
2. Compressive Strength (28 Days): 2500 psi.
3. Maximum W/C Ratio at Point of Placement: 0.50.
4. Slump Limit: 5 inches, plus or minus 1 inch.
5. Solar Reflectance Index: Not less than 29.
6. Color Pigment (if noted on plans): Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved submittal.

2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with

items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.4 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Construction Manager.
2. Place joints perpendicular to main reinforcement.

    a. Continue reinforcement across construction joints unless otherwise indicated.
    b. Do not continue reinforcement through sides of strip placements of floors and slabs.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.
7. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
8. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

D. Dowel Plates: Install dowel plates at joints where indicated on Drawings.

3.5 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify District Representative and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by District Representative in writing, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.

    a. Do not use vibrators to transport concrete inside forms.
    b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
    c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Level concrete, cut high areas, and fill low areas.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
6. Do not further disturb slab surfaces before starting finishing operations.

3.6 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.

    a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
    b. Remove projections larger than 1/4 inch.
    c. Patch tie holes.
    d. Surface Tolerance: ACI 117 Class B.
    e. Locations: Apply to concrete surfaces exposed to public view.

B. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.9 TOLERANCES

A. Conform to ACI 117.

3.10 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month(s).
2. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.

D. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.11 CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by District Representative.
2. Remove and replace concrete that cannot be repaired and patched to District Representative's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.

a. Limit cut depth to 3/4 inch.
b. Make edges of cuts perpendicular to concrete surface.
c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
d. Fill and compact with patching mortar before bonding agent has dried.
e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.

a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
b. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by District Representative.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.

a. Correct low and high areas.
b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.

a. Finish repaired areas to blend into adjacent concrete.

5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.

a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
b. Feather edges to match adjacent floor elevations.

6. Correct other low areas scheduled to remain exposed with repair topping.

a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

7. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.

a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
d. Place, compact, and finish to blend with adjacent finished concrete.
e. Cure in same manner as adjacent concrete.

8. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.

a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
b. Dampen cleaned concrete surfaces and apply bonding agent.
c. Place patching mortar before bonding agent has dried.
d. Compact patching mortar and finish to match adjacent concrete.
e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to District Representative's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to District Representative's approval.

3.12 FIELD QUALITY CONTROL

A. Special Inspections: District will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: District will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
2. Testing agency to immediately report to District Representative, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
3. Testing agency to report results of tests and inspections, in writing, to District, District Representative, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

    a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

        1) Project name.
        2) Name of testing agency.
        3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
        4) Name of concrete manufacturer.
        5) Date and time of inspection, sampling, and field testing.
        6) Date and time of concrete placement.
        7) Location in Work of concrete represented by samples.
        8) Date and time sample was obtained.
        9) Truck and batch ticket numbers.
        10) Design compressive strength at 28 days.
        11) Concrete mixture designation, proportions, and materials.
        12) Field test results.
        13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
        14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by District Representative.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

    a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    b. Perform additional tests when concrete consistency appears to change.

3. Slump Flow: ASTM C1611/C1611M:

    a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    b. Perform additional tests when concrete consistency appears to change.

4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete; .

    a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

5. Concrete Temperature: ASTM C1064/C1064M:

    a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.

6. Unit Weight: ASTM C567/C567M fresh unit weight of structural lightweight concrete.

    a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

7. Compression Test Specimens: ASTM C31/C31M:

    a. Cast and laboratory cure two sets of three 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
    b. Cast, initial cure, and field cure two sets of three standard cylinder specimens for each composite sample.

8. Compressive-Strength Tests: ASTM C39/C39M.

    a. Test one set of three laboratory-cured specimens at seven days and one set of two specimens at 28 days.
    b. Test one set of three field-cured specimens at seven days and one set of two specimens at 28 days.
    c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-

cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by District Representative but will not be used as sole basis for approval or rejection of concrete.
12. Additional Tests:

    a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by District Representative.
    b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by District Representative.

        1) Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.6.6.3.

13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

F. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 24 hours of completion of floor finishing and promptly report test results to District Representative.

3.13 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using Floor Slab Protective Covering.

END OF SECTION 03 30 00

SECTION 11 68 13
PLAYGROUND EQUIPMENT AND STRUCTURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes installation of owner-furnished, contractor installed (OFCI) playground equipment and amenities, including:
   1. Playground equipment
   2. Playground signage

B. Related Requirements:
   1. Section 033000 "Cast-in-Place Concrete"
   2. Section 321816.13 “Playground Protective Surfacing”

1.03 DEFINITIONS

A. Definitions in ASTM F1487 apply to Work of this Section.
B. IPEMA: International Play Equipment Manufacturers Association.

1.04 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.05 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer manufacturer and testing agency.
B. Product Certificates: For each type of playground equipment.
C. Sample Warranty: For manufacturer's special warranties.

1.06 CLOSEOUT SUBMITTALS

A. Maintenance Data: For playground equipment and finishes to include in maintenance manuals.

1.07 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by the manufacturer.

1.08 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of playground equipment that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures.
      b. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
   2. Warranty Period: Per specific manufacturer.

PART 2 - PRODUCTS

2.01 OWNER-FURNISHED, CONTRACTOR INSTALLED PLAY EQUIPMENT

1. Manufacturer:
   a. Park & Play Structures. Contact Kathy Wiggins at 661.964.7626. kathy.wiggins@playandpark.com
      1) Park & Play Structures Color: Oceanside Color Palette

b. TK/K Play Structure, Item E-2 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #821-169540A
c. TK/K Spinning Seat with Safety Harness, Item E-3 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #68156 and #68176.
d. TK/K Single Bay 8 ft. Arch Swing with two Made-for-Me Swings, Item E-4 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #67558 and #67915.
e. TK/K Senory Totem, Item E-5 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #YP446
f. TK/K Activity Meters, One Meter with two sided piano w/ adaptive switch port and One Meter with two sided giggler, Item E-6 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #68115, #7344 and #7350.
g. TK/K Stepping Turtles, Item E-7 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #5ST
h. TK/K Scoop Digger, Item E-8 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #67842
i. TK/K Leaf Hop, Item E-9 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #65130
j. TK/K Play House with Play House Table and Play House Sink/Stove, Item E-10 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #M59006, #M59001 and #M59014
k. TK/K Flower (FreeNotes), Item E-11 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #FWR-T-IG
l. TK/K Presto, Item E-12 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #68129
m. TK/K Sonata, Item E-13 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #68128
n. TK/K Triple Conga Drum, Item E-14 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #68140
o. TK/K Butterfly (Freenotes), Item E-15 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #BFLY-0-IG
p. 1st-3rd Synchro Spinner, Item E-16 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #68043
q. 1st-3rd Activity Meters, One Meter with two sided twist bearing, One Meter with two sided color wheel and One Meter with two sided fun mirror, Item E-17 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #68115, #7361, #7348, and #7340
r. 1st-3rd Roller Table, Item E-18 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #65158
s. 1st-3rd Play Structure, Item E-19 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #821-170069A
t. 1st-3rd Double Bay 8 ft arch swing set with two tweenmates swings and two Made-for-Me swings, Item E-20 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #67558, #65179 and #67915.
u. 1st-3rd Moon Crater Climber, Item E-21 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #UPLAY-032

v. 1st-3rd Triple Conga Drum, Item E-22 on Sheet LC-0.01 of the Contract Plans.
1) Model: #68140
w. 1st-3rd Allegro (Set of 7), Item E-23 on Sheet LC-0.01 of the Contract Plans.
1) Model: #68127
x. 1st-3rd Melody (Freenotes), Item E-24 on Sheet LC-0.01 of the Contract Plans.
1) Model: #MELD-IG-STL
y. 4th-5th Butterfly (Freenotes), Item E-25 on Sheet LC-0.01 of the Contract Plans.
1) Model: # BFLY-0-IG
z. 4th-5th Lilypad Cymbals (Freenotes), Item E-26 on Sheet LC-0.01 of the Contract Plans.
1) Model: #LPAD-IG-STL
aa. 4th-5th Inclusive Orbit Spinner, Item E-27 on Sheet LC-0.01 of the Contract Plans.
1) Model: #65218
bb. 4th-5th 2-Seat Bounce Around, Item E-28 on Sheet LC-0.01 of the Contract Plans.
1) Model: #67534
cc. 4th-5th Tuned Drumbs, Item E-29 on Sheet LC-0.01 of the Contract Plans.
1) Model: #TD-IG-N
dd. 4th-5th Sonata, Item E-30 on Sheet LC-0.01 of the Contract Plans.
1) Model: #68128
ee. 4th-5th Presto, Item E-31 on Sheet LC-0.01 of the Contract Plans.
1) Model: #68129
ff. 4th-5th Hemlock Spinner, Item E-32 on Sheet LC-0.01 of the Contract Plans.
1) Model: #YP3323
gg. 4th-5th Wheelchair Accessible Play Structure, Item E-33 on Sheet LC-0.01 of the Contract Plans.
1) Model: #821-170093A.
hh. 4th-5th Triple Bay 8 ft Arch Swings with Four (4) Tween Mates Swings and Two (2) Made-For-Me Swings, Item E-34 on Sheet LC-0.01 of the Contract Plans.
1) Model: #67558, #65179, #67915
ii. 4th-5th Mushroom (Freenotes), Item E-35 on Sheet LC-0.01 of the Contract Plans.
1) Model: #MUSH-SML-IG
jj. 4th-5th Flower (FreeNotes), Item E-36 on Sheet LC-0.01 of the Contract Plans.
1) Model: #FWR-T-IG
kk. 4th-5th Activity Meters, One Meter with two sided Jambox w/ Adaptive switch, One Meter with two sided rain panel and One Meter with two sided pachinko, Item E-37 on Sheet LC-0.01 of the Contract Plans.
1) Model: #68115, #7342, #7355 and #7357.

2. Manufacturer:
a. Kompan. Contact James Collis at 805.795.3721. jamcol@kompan.com
1) Kompan Structures Color: Robinia Wood.
b. TK/K Splash Table, Item E-1 on Sheet LC-0.01 of the Contract Plans.
1) Model: #NRO506

2.02 OWNER-FURNISHED, CONTRACTOR INSTALLED AMENITIES / SIGNAGE

1. Manufacturer:

a. Park & Play Structures. Contact Kathy Wiggins at 661.964.7626. kathy.wiggins@playandpark.com
   1) Park & Play Structures Color: Oceanside Color Palette
b. TK/K Welcome Sign, Item A-1 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #65291
c. 1st-3rd Welcome Signage, Play On Signage, Item A-2 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #65288 and #65192
d. 3rd-5th Inclusive Signage, Welcome Signage and Play On Signage, Item A-3 on Sheet LC-0.01 of the Contract Plans.
   1) Model: #65192, #65288, and #65193.

2.03 FABRICATION

A. Factory Assembly: Factory assemble components to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.04 CAST-IN-PLACE CONCRETE

1. Concrete Materials and Properties: Class A per Section 033000 "Cast-in-Place Concrete"

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for earthwork, subgrade elevations, surface and subgrade drainage, and other conditions affecting performance of the Work.
   1. Do not begin installation before final grading required for placing playground equipment and protective surfacing is completed.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Comply with manufacturer's written installation instructions for each equipment type unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.
   1. Maximum Equipment Height: Coordinate installed fall heights of equipment with finished elevations and critical-height values of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
B. Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade soil.
C. Post Set with Concrete Footing: Comply with Section 033000 "Cast-in-Place Concrete" for measuring, batching, mixing, transporting, forming, and placing concrete.
   1. Set equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at the correct angle, alignment, height, and spacing.
      a. Place concrete around posts and vibrate or tamp for consolidation. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
   2. Embedded Items: Follow equipment manufacturer's written instructions and drawings to ensure correct installation of anchorages for equipment.
   3. Finishing Footings: Smooth top, and shape to shed water.

3.03 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
B. Playground equipment items will be considered defective if they do not pass tests and inspections.
C. Prepare test and inspection reports.
D. Notify Architect and Owner 48 hours in advance of date(s) and time(s) of testing and inspection.

END OF SECTION 11 68 13

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Stripping and stockpiling rock.
6. Removing above- and below-grade site improvements.
7. Disconnecting, capping or sealing, irrigation appurtenances
8. Surface, or underground utilities shall be Protected in place unless otherwise noted and shall be adjusted to Match new finish grade where necessary.
9. Temporary erosion and sedimentation control.

B. Related Requirements:

1. Section 02 41 19 "Selective Demolition" for demolition of existing site improvements not defined herein.
2. Section 32 01 91 “Tree Protection and Root Pruning for existing tree protection not defined herein.

1.2 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.

D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated according to requirements in Section 32 01 91 "Tree Protection & Root Pruning".

F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or video recordings and note on a site plan the location(s) of any damaged tree(s).

B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.5 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.

B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

E. Tree- and Plant-Protection Zones: Protect according to requirements in Section 32 01 91 "Tree Protection & Root Pruning."

PART 2 - PRODUCTS
PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 32 01 91 "Tree Protection & Root Pruning."

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to the project Erosion Control Plans and Details. All activities will conform to California state water resources control board NPDES permit no. CAS000002 and California storm water best management practices handbook.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

E. Erosion Control Protocol

1. Where possible, erosion control measures shall be installed prior to work beginning. Erosion and sediment control features shall be utilized during and immediately after grading to minimize impacts associated with erosion and offsite siltation.
2. Construct straw bale/filter fabric barriers, backed by wire fencing for strength, around spoil piles to contain sediment from runoff. Install these barriers prior to any stockpiling during the rainy season and immediately after stockpiling during the dry season and shall be regularly maintained, including during major rainfall events, until the stockpiles are completely removed.
3. After construction, place erosion control matting on disturbed slopes greater than 5:1 (20%), over seeding and mulching.
4. Construct straw bale or filter fabric barriers at the base of disturbed slopes, for a minimum of two months following slope completion (or until the end of the rainy

season, whichever is longer), to reduce short-term erosion impacts prior to plant growth.
5. Construct water bars, filter fabric fencing, or rice wattles at 50-foot intervals on slopes greater than 5:1 (20%)
6. Stockpile sandbags in parkway areas for rapid placement in the event of a storm.
7. Except as otherwise directed by the Engineer, all drainage devices shown shall be in place at the end of each working day when the forecast of rain probability is 40% or greater and maintained during the rainy season (October 1 to April 15)
8. Approved erosion control devices must be in place during the above stated period.
9. Clean out mud and silt after each rain or as directed by the Engineer.

3.3 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."

3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and dispose of off-site.

B. Perennial Weed Abatement.

1. At the beginning of work, a non-selective herbicide shall be sprayed per manufacturer’s recommendations. Contractor shall mix dye with the herbicide to ensure adequate coverage. The sprayed weeds and plants shall be left intact for a minimum of 15 days. The plants to be removed shall then be mechanically removed and grubbed to a depth of at least 4” below the finished surface. Herbicide must be approved by the District Representative.

C. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to a depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 48 inches.
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 10 00

SECTION 31 20 00

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Preparing and grading sub grades for slabs-on-grade, walks, pavements, structures, and landscaping.
2. Excavating and backfilling for structures.
3. Base course for walks and pavements.
4. Subsurface drainage backfill for walls and trenches.
5. Excavating and backfilling for underground utilities and appurtenances.
6. Excavating of play surfacing and compaction of soil.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Section 03 30 00 "Cast-In-Place Concrete" for concrete encasings, cradles, and appurtenances for utility systems.
2. Section 31 10 00 “Site Clearing” for site stripping, grubbing, topsoil removal.
3. Section 32 01 91 “Tree Protection and Root Pruning for existing tree protection not defined herein.
4. Section 32 91 13 “Soil Preparation” for finish grading, including placing and preparing topsoil for planting.

1.3 REFERENCES

A. Perform all work in accordance with applicable provisions of "Standard Specifications for Public Works Construction", Latest Edition. Unless otherwise noted, mention herein of section numbers refers to sections of the Reference Specification. Where Reference Specification is in conflict with these Specifications, these Specifications shall govern.

1.4 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the re-use or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below aggregate base, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available

from excavations.

D. Base Course: The layer placed between the subgrade and surface pavement in a paving system.

E. Drainage Fill: Course of washed granular material supporting slab-on-grade placed to cut off upward capillary flow of pore water.

F. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Landscape Architect or Engineer. Unauthorized excavation, as well as remedial work directed by the Landscape Architect or Engineer, shall be at the Contractor's expense.

G. Structures: Buildings, footings, play structures, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

H. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

I. Compaction: Any method of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of Compaction" is expressed as a percentage of the maximum dry density obtained by the test procedure described in ASTM D 1557 for general soil types abbreviated in this Specification as "90 percent of maximum dry density".

J. Hard Material: Weathered rock, dense consolidated deposits or conglomerate materials which are not included in the definition of "rock" but which usually require the use of heavy excavation equipment, ripper teeth, or jack hammers for removal.

K. Lift: A layer or course of soil placed on top of previously prepared or placed soil in a fill or embankment.

L. Unsatisfactory Material: Soil or other material identified as having insufficient strength or stability to carry intended loads without excessive consolidation or loss of stability.

1.5 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.

1. Location of borrow materials.

B. Photographs or video tape of existing adjacent structures and site improvements.

1.6 QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

1. Standard Specifications for Public Works Construction (SSPWC), latest edition.
2. CAL/OSHA Construction Safety Order Requirements.

B. Pre-installation Conference: Conduct conference at Project site to comply with requirements of

Division 1.

1. Before commencing earthwork, meet with representatives of the governing authorities, Owner, Landscape Architect, consultants, independent testing agency, and other concerned entities. Review earthwork procedures and responsibilities including testing and inspection procedures and requirements. Notify participants at least 3 working days prior to convening conference. Record discussions and agreements and furnish a copy to each participant.

1.7 PROJECT CONDITIONS

A. The Contractor shall visit the site and familiarize himself with existing site conditions.

B. Additional test borings and other exploratory operations may be made by the Contractor at no cost or liability to the Owner.

C. Existing Utilities: Do not interrupt existing utilities except when permitted in writing by the utility owner and then only after acceptable temporary utility services have been provided.

1. Provide a minimum 48-hours' notice to the utility owner and receive written notice to proceed before interrupting any utility.
2. Where uncharted or incorrectly charted piping or other utilities are encountered during excavation, consult the Owner and Engineer immediately for direction. Cooperate with the Owner and the Engineer in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the Owner at no cost to the Owner.
3. Contractor to coordinate with the District 's Representative to obtain all required permits and schedule inspections.

D. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shutoff services if lines are active.

E. Groundwater elevations that may be indicated are those existing at the time that subsurface investigations were made and do not necessarily represent groundwater elevations at the time of construction.

F. Protection of Subgrade: Do not allow equipment to pump, rut, or disturb subgrade, stripped areas, or other areas prepared for Project. If pumping soils are encountered, the Contractor shall be responsible for properly stabilizing the subgrade at the direction of the Inspector.

G. Contractor shall implement measures to prevent soil erosion, and where possible, sediment shall be retained onsite.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations.

B. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.

C. Unsatisfactory Soil Materials: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

D. Backfill and Fill Materials: Satisfactory soil materials.

E. Base Material: Shall conform to crushed aggregate base or crushed miscellaneous base in accordance with section 200-2.2 or 200-2.4, respectively, of SSPWC, and compacted to at least 95% of the maximum dry density as determined by ASTM Test Method D 1557.

F. Engineered Fill: Well graded granular soil with an expansion index less than 20 and free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.

G. Bedding Material: Shall be base materials with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve; or clean sand classified in accordance with ASTM D 2487.

H. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, coarse aggregate grading size 57, with 100 percent passing a 1-1/2-inch sieve and not more than 5 percent passing a No. 8 sieve.

I. Filtering Material: Evenly graded mixture of natural or crushed gravel or crushed stone and natural sand, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 50 sieve.

J. Play Sand: The sand shall conform to ASTM C33 “fine aggregate concrete sand” requirements. A sieve analysis shall be performed in accordance with ASTM C 136, ASTM D 422, or approved equivalent method to demonstrate compliance with the gradation limits listed below. The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery. Fines passing the No. 200 sieve shall be non-plastic.

1. Sand Gradation Limits - Sieve Size (ASTM D422) Percent Passing (by weight)

Sieve Size	Min.	Max.
3/8 inch	100	100
#4	95	100
#8	80	100
#16	50	85
#30	25	60
#50	5	30
#100	0	10
#200	0	5

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick minimum, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 2'-6" deep.

1. Tape Colors: Provide tape colors to utilities as follows:

a. Red: Electric.
b. Yellow: Gas, oil, steam, and dangerous materials.
c. Orange: Telephone and other communications.
d. Blue: Water systems.
e. Green: Sewer systems.
f. White: Steam systems.

PART 3 - EXECUTION

3.1 GENERAL

A. In order to protect from sediment transfer or contamination from urban run-off during construction, at a minimum, the following grading and erosion control practices shall be followed:

1. If grading occurs during the rainy season (November through April), sediment traps, barriers, covers or other methods shall be used to reduce erosion and sedimentation.
2. Excavated materials shall not be deposited or stored where the material can be washed away by high water or storm run-off.
3. Grading operations on site shall be conducted so as to prevent damaging effects of sediment production and dust on the site and on adjoining properties.
4. When vegetation has to be removed on site, the methods shall be one that minimizes the erosive effects from the removal.
5. Exposure of soil to erosion by removing vegetation shall be limited to the area required for construction operations. The construction area shall be fenced to define the project.
6. Temporary mulching, seeding, or other suitable stabilization shall be used to protect areas during construction or other land disturbance activities on site.
7. Topsoil, removed from the surface in preparation for grading and construction activities on site is to be stored on or near the site and protected from erosion while grading operations are underway, provided that such storage may not be located where it would cause suffocation of root systems of trees to be preserved. After completion of such grading, topsoil is to be restored to exposed cut and fill embankments of building pads so as to provide a suitable base of seeding and planting.
8. Sediment basins, sediment traps, or similar control measures shall be installed before extensive clearing and grading operations begin for site development.
9. Water or dust palliatives shall be applied to exposed earth services as necessary to control dust emissions.
10. Re-vegetation or stabilization of exposed earth surfaces shall take place as soon as possible.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Tree protection is specified in the Section 32 01 91 Tree Protection & Root Pruning.

1. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where

such roots and branches obstruct new construction. Paint cuts over one inch in size with tree pruning compound. Care shall be taken so as not to scar any area of the tree's bark.

D. Prepare subgrade and place base materials in accordance with sections 301-1.2 and 301-2, respectively, of the Greenbook Reference Specification.

3.3 REMOVALS

A. Clear the site of trees, shrubs, and other vegetation, which is indicated to be removed. Refer to Sections 02 41 19 Selective Demolition and 31 10 00 Site Clearing.

B. Completely remove stumps, roots, and other debris to avoid problems with future utilities.

C. Use only hand methods for grubbing inside the drip line of trees indicated to be left standing.

D. Existing fills, soil containing debris, organics, pavement, or other unsuitable materials shall be excavated and removed prior to commencing grading operations. Demolition areas shall be cleared of old foundations, slabs, abandoned utilities, landscaping, and soils disturbed during the demolition process. Depressions or disturbed areas left from the removal of such material shall be replaced with compacted fill.

E. The limits and depths for removal of existing fill materials shall be evaluated by project soils engineer during grading.

F. Revegetation or stabilization of exposed earth surface shall take place as soon as possible.

G. Remove above-grade and below-grade improvements necessary to permit construction and other work as indicated.

H. Remove from site and legally dispose of off-site, existing fill materials, soil debris, or other unsuitable materials prior to commencing grading operations.

3.4 DEWATERING

A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.5 EXCAVATION

A. General: Shall be to the contours and dimensions indicated. Keep excavations free from water and debris while construction is in progress. Notify the Owner immediately in writing where it becomes necessary to remove hard, soft, weak, or wet material to a depth greater than indicated. Unless otherwise indicated, concrete placed below grade will be formed and excavations shall allow for placement and removal of forms. Side cuts shall be cribbed and shored as required.

B. Explosives: Do not use explosives.

C. Unclassified Excavation: Excavation is unclassified and includes excavation to required

subgrade elevations regardless of the character of materials and obstructions encountered.

3.6 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

B. Unshored Temporary Excavations: Unshored temporary excavations may be sloped back at 1 to 1 (horizontal to vertical) or flatter. Where sloped embankments are used, the tops of the slopes should be barricaded to prevent vehicles and storage loads within seven feet of the tops of the slopes. If the temporary construction slopes will be maintained during the rainy season, construct berms along the tops of the slopes where necessary to prevent run-off water from entering the excavation and eroding the slope faces.

3.7 EXCAVATION FOR STRUCTURES

A. A. Excavation Limits: Shall be to a tolerance of plus-or-minus 0.04 foot and shall extend laterally at a distance as defined in the project contract documents beyond the structure limits at the excavation level. Over-excavation side slopes may be vertical as long as they are no higher than allowed by the State of California Construction Safety Orders. If cut below depths indicated, excavations shall be filled with concrete when the foundations or footings are placed.

1. Excavations for Footings and Foundations:

a. Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.8 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements consistent with the project contract documents.

B. Cut surface under pavements to comply with cross-sections, elevations and grades as shown, within a tolerance of plus or minus 0.04 foot.

3.9 EXCAVATION FOR PLANTING AREAS

A. Conform to cross-sections, elevations and dimensions shown, within a tolerance of plus or minus 0.10 foot.

3.10 EXCAVATION FOR UTILITY TRENCHES

A. Excavation made with power-driven equipment is not permitted within two feet of any known utility or subsurface construction. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, use hand or light equipment excavation. Start hand or light equipment excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines and other existing work affected by the excavation work of this Section until approval for backfill is granted by the Inspector. Immediately report damage to utility lines or subsurface construction to the Owner.

B. Where unidentified existing utilities are encountered, determine whether these are active or abandoned. Remove interfering portions of abandoned utilities and cap or plug open ends of pipe to remain. The cap or plug must seal the opening in such a manner that would permit remaining portions of the utility to be reactivated. Notify Owner for instructions on utilities which are determined to be active. Do not proceed without instructions, except to correct an immediate hazard or emergency condition. Relocation work performed on an active utility without obtaining prior approval from Owner shall be done at the Contractor's expense and liability.

C. In areas where compacted backfill has been placed, additional consolidation may occur after completion due to changes in moisture content and surcharge. Utility connections crossing this backfill, and improvements adjoining the building at the backfill line shall be installed taking into account this additional consolidation, or sufficient time shall be scheduled between backfilling operations and such improvements to allow this consolidation to take place. Damage to utilities or other improvements due to Contractor's negligence in regard to this paragraph shall be repaired at the Contractor's expense.

D. Protect newly backfilled areas and adjacent structures, slopes, or grades from traffic, erosion settlement, and any other damage. Repair and re-establish damaged or eroded grades and slopes and restore surface construction prior to acceptance.

E. Cutting Pavement, Curbs, and Gutters: Saw cut with neat, parallel, straight lines one foot wider than trench width on each side of trenches and one foot beyond each edge of pits. If an existing pavement joint or cracked area is within two feet outside of a designated sawcut line shown on the Drawings, removal and resurfacing shall be to that joint, and/or shall include the crack or cracked area, unless otherwise approved by Architect or Engineer.

F. Contractor shall pothole at all identifiable crossings of existing utilities prior to any trenching operations and provide the District Representative with a survey of the top elevations (and bottom elevations, if applicable), of possible interferences so that an evaluation of necessary adjustments to the current profile or alignment may be made. Additionally, the Engineer shall be given the opportunity to view possible conflicts in the field prior to providing revised designs.

G. Keep excavations free from water while construction is in progress.

H. Notify the Owner immediately in writing if it becomes necessary to remove rock or hard, unstable, or otherwise unsatisfactory material to a depth greater than indicated. Excavate large rock, boulders, and other unyielding material to an overdepth at least 6 inches below the bottom of the pipe, conduit, duct and appurtenances, unless otherwise indicated or specified. Over-excavate soft, weak, or wet excavations to an overdepth at least 12 inches below the bottom of the pipe, conduit, duct or appurtenances unless otherwise indicated or specified.

I. Excavate trenches to indicated slopes, lines, depths, and invert elevations.

J. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, except where sloping of sides is allowed. Sides of trenches shall not be sloped from the bottom of the trench up to the elevation of the top of the pipe. See plans for detail.

K. At the option of the Contractor, the excavations may be cut to an overdepth of not less than 4 inches and refilled to required grade as specified.

L. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid

point loading.

1. For pipes or conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. Dig bell holes and depressions for joints after trench has been graded. Dimension of bell holes shall be as required for properly making the particular type of joint to ensure that the bell does not bear on the bottom of the excavation.

3.11 STORAGE OF SOIL MATERIALS

A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.

1. Stockpile soil materials away from edge of excavations a minimum distance of 7 feet or depth of excavation, whichever is greater. Do not store within drip line of remaining trees.

3.12 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade.
2. Surveying locations of underground utilities for record documents.
3. Examination, testing, inspecting, and approval of underground utilities.
4. Concrete formwork removal.
5. Removal of trash and debris from excavation.
6. Removal of temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
8. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.
9. Protect excavations by methods required to prevent movements and/or loosening of soils providing lateral or vertical support to existing improvements.

3.13 FILL

A. In all excavations, use satisfactory excavated or borrow material sampled and tested by the District's Testing Laboratory.

B. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.

1. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.

C. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and re-compact to required density.

D. Place fill material in layers to required elevations for each location listed below.

1. Under grass, use satisfactory excavated or borrow soil material.

2. Under walks and pavements, use base material or satisfactory excavated or borrow soil material.
3. Under steps and ramps, use base material.
4. Under building slabs, use drainage fill material.
5. Under footings and foundations, use engineered fill.

E. Continual dust control, as required by the District, and in accordance with County Air Pollution Control District's Standards shall be required for the project construction.

F. Fill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance by District's Representative of construction below finish grade including, where applicable, waterproofing, and drainage pipe.
2. Examination, testing, approval and recording locations of underground utilities.
3. Removal of concrete formwork.
4. Removal of shoring and bracing and backfilling of voids with satisfactory materials.
5. Removal of trash and debris.
6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
7. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.

3.14 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to minimum 3 percent above optimum moisture content for cohesive soils and to near optimum for cohesionless soils.

1. Do not place backfill or fill material on surfaces that are muddy, frozen or contain frost or ice.
2. When moisture content of exposed scarified soil and/or full material is below that sufficient to achieve recommended compaction, water shall be added to the soil and/or fill. While water is being added, soil shall be bladed and mixed to provide relatively uniform moisture content throughout material.
3. When moisture content of satisfactory soil material is too wet to compact to specified density remove and replace, or scarify and air-dry.

    a. Stockpile or spread and dry removed wet satisfactory soil material.

4. Jetting is not permitted for compaction.

3.15 COMPACTION

A. General: Control soil compaction during construction providing minimum percentage of density specified for each area.

B. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

C. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly and thoroughly blade-mix during spreading along the full length of each structure. Blocky or chunky earth materials shall be broken down to pea-size or finer during processing and prior to application of compactive effort. Where imported soils are placed

adjacent to onsite fill material, the soil should be mixed to provide relative uniformity of material within the layer being placed. Keep rollers and other heavy equipment at least 18 inches from footings, foundations, piers and walls of buildings and accessory construction. Use mechanical and hand tampers weighing at least 90 pounds with a maximum face area of 48 inches square to compact backfill within 18 inches of construction and where access is restricted.

D. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM D 1557.

1. For general site fills, compact each layer of backfill or fill material at 90 percent maximum dry density.
2. Under structures, steps, and pavements, scarify and compact the top 12 inches below subgrade at 95 percent maximum dry density.
3. Under walkways, scarify and compact the top 6 inches below subgrade at 90 percent maximum dry density.
4. Under unpaved areas, compact the top 6 inches below subgrade at 85 percent maximum dry density.
5. Topsoil, place in lifts no greater than 12” and loosely compact to 85 percent relative density.

3.16 IMPORT

A. Initial sample and testing shall be performed before importing material to the project site. Identify the location of the source site in addition to the address, name of the person and entity responsible for the source site.

B. Soil samples shall be tested by an independent approved testing laboratory that shall perform the required tests. Test results shall be provided noting if the tested materials passed or failed such tests and shall be furnished to the district and others as required. Report shall state material was tested in accordance with applicable provisions of the contract Documents, California Building Code. Upon the completion of the Work, the independent testing laboratory shall submit a verified report as required.

C. Upon completion of the import operations, provide the District a certification statement attesting that the imported material has been obtained from the identified and approved source site.

3.17 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
3. If necessary, the Contractor's selected equipment and construction procedure shall be altered, changed or modified in order to meet the specified compaction requirements. Flooding and water jetting is prohibited.
4. Grading operations shall only be performed under the observation of the District’s Representative.
5. Grading operation shall be conducted so as to prevent damaging effects of sediment product and dust on the site and adjoining properties.
6. The exterior grades around building areas shall be sloped to drain away from the

buildings to prevent ponding of water adjacent to foundations.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 foot, unless otherwise indicated.
2. Concrete Walks: Plus or minus 0.05 foot.
3. Pavements:

a. Concrete: 0.02 foot minus, with no high spots.
b. Asphalt: 0.05 foot minus, with no high spots.

3.18 FIELD QUALITY CONTROL

A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2937 (drive cylinder method), as applicable.

a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D 3017.
b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gauges at beginning of work, on each different type of material encountered, and at intervals as directed by the Inspector.

2. Footing Subgrade: At footing subgrades, perform at least one test of each soil stratum to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of each subgrade with related tested strata when acceptable to the Inspector.
3. Paved Areas: At subgrade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 2,000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
4. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in-place density test for each 150 feet or less of trench, but no fewer than two tests. Not to exceed 18 inches in depth.

B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, re-compact and retest until required density is obtained at no additional cost to the District.

3.19 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and re-establish grades to specified tolerances where completed or partially completed

surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace material to depth directed by the Inspector; reshape and re-compact at optimum moisture content to the required density.

C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

D. Earth materials and improvements constructed thereon shall be supported laterally and vertically, as needed, to prevent movements and deflections of same. Remediation and repair of loosened materials or movements of improvements shall be at the Contractor’s expense.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 32 32 13

SECTION 32 01 91

TREE PROTECTION AND ROOT PRUNING

PART 1 - GENERAL

1.01 DESCRIPTION

This item shall consist of furnishing all labor, materials, tools, and equipment required to protect those trees and shrubs designated to remain on the site. Protection of designated trees shall include directing heavy construction work activity away from the protected trees Section includes the protection, trimming, and pruning of trees that interfere with, or are affected by, execution of the Work, whether temporary or new construction. Work under this Section consists of, but is not limited to, furnishing, and installing the following:

A. Protecting and maintaining existing trees and vegetation not specifically designated for removal, to remain.
B. Protection shall be extended to trees and/or vegetation located within or directly adjacent to the Project Site, whether the tree trunk and/or vegetation are located within the designated Limits of Work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 31 10 00 Site Clearing
B. Section 32 84 00 Planting Irrigation
C. Section 32 90 00 Planting

1.03 SUBMITTALS

A. Product Data: For each type of product indicated, submit complete and legible materials list of items to be provided for Work described herein this Section.
B. Qualification Data: For tree service firm and arborist, ISA certification required.
C. Contractor shall provide site photographs or video, sufficiently detailed and described, of existing conditions of trees and vegetation, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing, tree pruning, or tree protection. Submit photographs or video recordings to the Owner's representative prior to commencement of Work.
D. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly pruned and repaired when damaged.
E. Schedule: The contractor shall submit complete detailed schedule and description of Work to be done within dripline of any existing trees designated to remain (including, but not limited to oak trees), including list of equipment to be used.
F. Submit schedule and description of proposed pruning and/or other remedial work to existing plant materials. Submit qualifications describing years of experience and list of similar projects completed for the following:
    a. A State of California licensed Pest Control Advisor shall propose application of all herbicides or pesticides.
    b. A Certified Arborist shall propose pruning of trees or other vegetation. The Certified Arborist shall have a minimum of five (5) year's post-certification experience performing pruning and observation work for projects of comparable size with trees of similar size and nature.
    c. Tree Pruning Company, and List of Certified Tree Workers, who will perform Work relating to requirements herein this Section. Tree Pruning Company shall have a minimum of five (5) years' experience specializing in performing the work of this Section for projects of comparable size with trees of similar size and nature.
G. Maintenance Recommendations: From certified arborist, for care and protection of trees affected by construction during and after completion of the Work.

H. Provide final log of work performed including any damage that occurred during construction and subsequent repairs.

1.04 QUALITY ASSURANCE

A. Tree Service Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to project site on a full-time basis during execution of the work.
B. Arborist qualifications: An arborist certified by the International Society of Arboriculture.
C. Tree Pruning Standards: Comply with ANSI A300 (Part 1), “Trees, Shrubs, and other Woody Plant Maintenance—Standard Practices (Pruning).”
D. Pre-installation Conference: Before starting tree protection and trimming, meet with representatives of authorities having jurisdiction, Owner, Architect, consultants, and other concerned entities to review tree protection and trimming procedures and responsibilities.
E. Pruning and remedial work shall be done under the direct supervision of an ISA certified Arborist, in compliance with ISA and ANSI standards. Arborist shall be on Site continuously while existing trees or roots are being pruned or remedial work is being performed.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Materials for tree/vegetation protection barriers shall conform to the following requirements and AOBE:
   1. Mesh Construction Fencing by Conwed or Approved Equal (orange color)
   2. Cedar Posts (minimum length 6.0 feet)
   3. #14-gauge steel wire
   4. Nylon locking ties
B. Temporary Signs: White or yellow weatherproof material, 8 inch by 40-inch minimum, with 3- inch black letter: text – “Tree Protection Area – Do Not Enter” in English and Spanish.

PART 3 – EXECUTION

3.01 PREPARATION

A. Locate and clearly flag trees and vegetation to remain.
B. Protect existing site improvements to remain from damage during construction.
C. Temporary Fencing: Install temporary fencing around the tree protection zones designated on the plans or where directed by the engineer to protect remaining vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
D. Temporary Signs: Install temporary signs 60 feet apart, or two per protected tree, whichever is greater, on posts of temporary fencing. Maintain temporary signs and remove when construction is complete.
E. The Contractor shall repair or replace any and all damaged plant material determined by the Certified Arborist to any existing or newly installed plant material at its own expense. Unnecessary damage to ground cover or turf shall be repaired or replaced as specified for restoration of similar areas within the plans, or as directed by the Certified Arborist, and shall be at the Contractor's expense.
F. Root Zone Protection: During the entire construction period all reasonable efforts shall be made to protect from damage those trees and their root system designated to remain. Around the trees to be protected, the Contractor shall avoid excessive excavation or compaction and damage during the removal of trees and shrubs designated to be removed. All plant material designated to be saved, or outside of the limits of construction, shall be protected during subsequent construction work. Work under these items will include construction and maintenance of temporary fencing to protect the root zones of existing trees and other plantings, construction, and maintenance of tree trunk protection.

A protection barrier or temporary fence of at least 4 feet in height shall be installed around each tree to be protected and preserved. The tree protection shall be installed prior to the actual construction start and maintained for the duration of the project.
Within this protection zone, construction materials shall not be stored, equipment operated and/or temporary storage buildings or work trailers placed.
The protection barrier shall be constructed of orange snow fencing securely fastened to fence posts spaced a maximum of 5 feet on center. Posts are 6 feet in length with 2 feet set into the ground and 4 feet extending above ground. The fencing shall be attached to the post with a minimum of four (4) nylon-locking ties evenly placed at each post. The protection barrier shall be installed plumb, taut, and sturdy to prevent unauthorized access around dripline of trees and protected vegetation. Repair sagging or damaged barriers immediately.
Immediately after barrier fencing is installed, cover entire soil area inside of the fence area with a four-inch (4") layer of mulch. Keep mulch eighteen inches (18") away from root crown. Irrigate protected trees and vegetation to a moist soil depth of eighteen inches (18") deep.
During the course of construction, relocation of the barrier fencing may be required to facilitate construction. Contractor shall relocate barrier fencing as directed by the District or his/her designated representative at no additional expense to the District.

E. Dimensions of the protection barrier are as follows:
   1. Small Trees (Less than 9" caliper at 4.5 ft) – Minimum 5 feet from face of tree.
   2. Medium Trees (10" to 15" caliper at 4.5 ft) – Minimum 10 feet from face of tree.
   3. Large Trees (Greater than 15" caliper at 4.5 ft) – Minimum 15 feet from face of tree.

   The Contractor shall be responsible to protect all trees from damage at the construction site. Any trees damaged as a result of construction activity as determined by the Certified Arborist shall be repaired, removed and/or replaced at the Contractor's expense. The Contractor shall pay liquidated damages in the amount of the appraised value of the tree(s). At a minimum, any tree greater than 4" D.B.H. that is permanently damaged due to the construction project and not originally marked for removal shall be replaced with a new tree as identified by the Owner and shall have a minimum of 4" caliper B&B. Any damaged tree smaller than 4" caliper measured 6" above the ground shall be replaced in kind, inch for inch.
F. Materials shall be disposed of in accordance with specifications.
G. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
H. Do not store construction materials, debris, or excavated material inside tree protection zones.
I. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
J. Do not allow fires under or adjacent to remaining trees or other plants.
K. Irrigation: Contractor shall supply fresh, potable water in adequate amounts and rates of application as required to maintain the health of protected plant material throughout the duration of the construction operations. Contractor shall maintain a watering schedule and document dates and duration of irrigation applications.

3.02 EXCAVATION

A. All damage to existing trees by Contractor shall be repaired by a licensed tree surgeon or other approved personnel by the Owner at the expense of the Contractor.
B. Damage to a tree which results in death or permanent disfigurement shall result in the Contractor's complete removal of said tree, including roots, from the Site. The contractor shall, at the expense of the Contractor, replace the tree with one of equal value.
C. The Contractor shall ensure that no foreign material and/or liquid, such as paint, concrete, cement, oil, turpentine, acid or the like, be allowed to contaminate any soil within the dripline of any tree or shrub. If such contamination should occur, the Contractor shall remove the soil and replace it with acceptable soil at the expense of the Contractor.
D. Install shoring or other protective support systems to minimize shoring or benching of excavations.
E. Do not excavate within tree protection zones, unless otherwise indicated.
F. Where excavation for new construction is required within drip line of trees, hand clear and excavate

to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots. If the tree is an oak or sycamore tree, hand tools must be used if the work is within the protected zone and 5' beyond the dripline.

1. Relocate roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and relocate them without breaking. If encountered immediately adjacent to location of new construction and relocation is not practical; cut roots approximately 3 inches back from new construction.
2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect. Backfill with soil as soon as possible.
3. Do not allow heavy equipment in tree protection areas. All excavation work is to be performed by hand.

G. Root Pruning: Do not cut main lateral roots; cut only smaller roots that interfere with installation of utilities or construction. Cut roots with sharp pruning instruments; do not break or chop.
H. When excavating, place excavated soil on opposite side of trench from tree.

3.03 ROOT PRUNING

A. Root pruning shall take place only where the roots of existing trees have been damaged by the Contractor during construction of the Project, as directed by the Certified Arborist.
B. If construction is to occur within the root zone of existing plant material, root pruning and special plant care including fertilizing and watering will be required, as directed by the Certified Arborist, and hereinafter specified. Prior to root pruning, remove all weeds growing in existing tree mulch rings. Root pruning using an approved mechanical root pruning saw shall be performed prior to digging where noted on the plans or directed by the Certified Arborist. Air Spading excavation consisting of hand and/or pneumatic excavation may be required if indicated on plans or as directed by Certified Arborist. Whenever roots of plant material to remain are exposed during construction, the damaged root ends are to be removed by cutting them off cleanly.
C. Initial watering shall be performed on all trees, which are designated for root pruning. Water trees immediately by thoroughly saturating root balls and provide a horticultural watering bag, such as a Gator Bag or equivalent, filled with water to keep root balls thoroughly saturated during first three weeks following root pruning. Thereafter refill bags as required, according to weather conditions, to keep root balls in a moist condition during growing seasons, through the duration of the Project. Test root balls for optimal moisture once a week using a soil auger.
D. Contractor shall be responsible for location of all utilities prior to installation of trees. Notification of the local Utilities Alert Network is required for all planting sites.
E. All pruning shall be overseen by a professional arborist (someone whose principal occupation is the care and maintenance of trees). All pruning shall be done according to the National Arborist Association's Pruning Standards for Shade Trees Class 11 - Standard Pruning Specifications.
F. Any damage to the root zone, as determined by the Certified Arborist, will be compensated by pruning an equivalent amount of the top vegetative growth of the material within 1 week following root damage, fertilization, and supplemental watering.
G. Fertilize damaged trees with fertilizer that promotes root growth. Fertilizer nutrients shall be applied within 48 hours after root damage occurs. Fertilizer nutrients shall be applied within 48 hours after root damage occurs. A fertilizer with a 1: 1: 1 ratio shall be applied at the rate of .5 pounds of nutrients per 1000 square feet.
H. Application shall be accomplished by placing dry fertilizer in holes in the soil. The holes shall be 8 inches to 12 inches deep and spaced 24 inches apart in an area beginning 30 inches from the base of the plant. Holes can be punched with a punch bar, dug with a spade, drilled with an auger or any other method approved by the Certified Arborist.
I. Approximately 0.02 pounds of fertilizer nutrients shall be placed in each hole, 250 holes per 1000 square feet. Fertilizer Nutrients shall not be measured for payment but considered incidental to root pruning. If the Certified Arborist determines that the whole method of fertilizer placement is not practical or desirable, an approved method of uniform surface application will be allowed. Neither separate measurement nor payment will be made for fertilization but will be considered incidental to the cost of tree protection.

J. Supplemental water shall be applied within 48 hours of any root damage. The water shall be applied at the rate of 7 quarts per square yard of surface area within the root zone of plant material having sustained damage to the root zone. Root zone shall be calculated as the areas which extend three meters beyond the limits of the crown's branches. Subsequent weekly watering shall be applied if deemed necessary by the Certified Arborist. Neither separate measurement nor payment will be made for supplemental watering but will be considered incidental to the cost of tree protection.
K. The Contractor shall repair or replace any and all damage determined by the Certified Arborist to any existing or newly installed plant material at its own expense. Unnecessary damage to ground cover or turf shall be repaired or replaced as specified for restoration of similar areas within the plans, or as directed by the Certified Arborist, and shall be at the Contractor's expense.
L. Materials shall be disposed of in accordance with specifications.

3.04 REGRADING

A. Do not fill within tree protection zones, unless otherwise indicated.
B. Where filling for new construction is required within drip line of trees, perform work by hand to minimize damage to root systems.
   1. Where existing grade is below elevation of finish grade, fill with topsoil. Place topsoil by hand in a single uncompacted layer and hand grade to required finish elevations.

3.05 TREE PRUNING

A. Prune trees to remain that are affected by temporary and permanent construction.
B. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
C. Cut branches with sharp pruning instruments; do not break or chop.
   1. Clean all pruning instruments with antimicrobial solution between performing work on separate trees to avoid the potential spread of pathogens.
D. Chip removed tree branches and uses as organic mulch or dispose of off-site.
E. Provide pruning, cabling, and bracing, irrigation, pest and disease control and other remedial treatments as recommended by the certified Arborist, required to assure the long-term health of the trees and existing vegetation, and the safety of persons and property.

3.06 TREE REPAIR AND REPLACEMENT

A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
B. Remove and replace dead and damaged trees that arborist determines to be incapable of restoring to a normal growth pattern.
   1. Provide new trees of a 6-inch caliber size and of a species selected by Architect when damaged trees more than 6-inch caliber size, measured at breast height, are required to be replaced.
   2. Warranty and Maintenance Period: Ninety days (90).

3.07 DISPOSAL OF WASTE MATERIALS

A. Burning is not permitted.
B. Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property. Disposal shall be in a legal manner.

END OF SECTION 32 01 91

SECTION 32 11 23

AGGREGATE BASE COURSES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:
   1. Aggregate base course for, but not limited to concrete flatwork, seatwalls, poured in place rubberized surfacing, and drainage as shown in the Contract Drawings.

B. Related Sections include the following:

1. Section 01 45 00 - Quality Control
2. Section 31 20 00 – Earth Moving
3. Section 31 23 17 - Trenching
4. Section 31 23 23 - Backfilling
5. Section 32 12 16 - Asphalt Paving
6. Section 32 16 00 - Concrete Paving

1.02 REFERENCE STANDARDS

A. *Standard Specification for Public Works Construction (SSPWC)*, Latest Edition
B. ASTM Standards.
C. State Standard Specifications (SSS), Caltrans, latest edition.

1.03 SUBMITTALS

A. Submit product data, samples, and manufacturing sources for materials. All product data shall also include source or manufacturer's name, address, and telephone numbers. Product submittals shall state the amount of recycled materials.
B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the requirements indicated, based on comprehensive testing of current materials.
C. Material Certificates in lieu of material laboratory test reports when permitted by the City of Guadalupe. Material certificates shall be signed by the manufacturer and Contractor certifying that each material item complies with or exceeds requirements.
D. Submit samples in sufficient quantities for material testing.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Aggregate Base Material shall be Class 2 Aggregate Base conforming to SSS Section 26-1.02A. Aggregate Base shall have a minimum sand equivalence of 22 and a minimum R-value of 78 and shall be free of organic materials and other deleterious substances.
B. Aggregate Base materials used within building areas shall be free of asphaltic materials.

PART 3 - EXECUTION

3.01 GENERAL

A. Attention is directed to Section 301-2, “Untreated Base,” of the Greenbook.

3.2 EXAMINATION

A. Verify that subgrade is firm and unyielding, gradients and elevations are correct, area is at suitable moisture content with no standing water, and the Geotechnical Engineer has approved subgrade preparation prior to installation of aggregate base.

3.03 PREPARATION

A. Attention is directed to Section 301-1, “Subgrade Preparation,” of the Greenbook.
B. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
C. Do not place fill on soft, yielding, or muddy surfaces.

3.04 AGGREGATE PLACEMENT

A. Aggregate base placement shall conform to the provisions of the SSPWC, Section 301-2.
B. Place aggregate in maximum six-inch loose layers and roller compact to specified density.
C. Level and contour surfaces to elevations and gradients indicated. Attention is directed to Section 301-2, "Untreated Base" of the Greenbook.
D. Crushed aggregate base shall be compacted to a minimum of 95% relative compaction in accordance with the California Test Method 216 or ASTM D1557 at the Geotechnical Engineers direction.
E. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
F. Where the required aggregate base thickness is 6 inches or less, the watered base may be spread and compacted in one layer. Where the required thickness is more than 6 inches, the aggregate base material shall be spread and compacted in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches.
G. Maintain optimum moisture content of fill materials to attain required compaction density.
H. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
I. Aggregate base course shall be dense and unyielding upon proof-rolling with full water truck.

3.05 COMPACTION & TOLERANCES

A. Flatness: Maximum variation of ¼ inch.
B. Scheduled Compacted Thickness shall conform to the provisions of the SSPWC Section 301-2.2 and Section 301-2.3.

3.06 FIELD QUALITY CONTROL

A. Tests.
1. Inspection and testing shall be performed by the Owner’s Testing Laboratory.
2. Compaction testing will be performed in accordance with California Test Method 216 or ASTM D1557 at the Geotechnical Engineers direction.

3. When tests indicate Work does not meet specified requirements, remove, replace and retest work at no additional cost to the Owner.
4. Frequency of Tests: Compaction tests will be taken at the rate of one test for each 500 square yards per lift placed, or as directed by the Geotechnical Engineer, in accordance with the requirements of ASTM D2922 and ATM D3017. Areas represented by noncompliant tests shall be reworked and retested for compliance at the Contractor's expense.

END OF SECTION 32 11 23

SECTION 32 16 00
CURBS AND SIDEWALKS

PART 1- GENERAL

1.01 SUMMARY

A. Concrete for sidewalks and concrete edge curbs.

1.02 RELATED SECTIONS

A. Section 03 30 00 – Cast-in-Place Concrete for concrete elements not covered herein.
B. Section 31 20 00 – Earthwork

1.03 REFERENCES

A. Standard Specifications for Public Works Construction (SSPWC), latest edition.
B. ASTM Standards.

1.04 SUBMITTALS

A. Submit the following:
   1. Product Data: Provide data on admixtures and curing compounds.
   2. Concrete mix design(s).
   3. Certificates from the batch plant.

1.05 QUALITY ASSURANCE

A. Perform Work in accordance with the SSPWC, latest edition; and ASTM Standards, latest edition.
B. Obtain cementitious materials from same source throughout.

1.06 ENVIRONMENTAL REQUIREMENTS

A. Do not place concrete when base surface temperature is less than 40 degrees F or surface is wet.

PART 2- PRODUCTS

2.01 FORM MATERIALS

A. Form Materials: Section 303-5 of the SSPWC.

2.02 CONCRETE MATERIALS

A. Concrete Material for Curbs and Walks (Path of Travel):
   1. Class 520-C-2500. Portland cement concrete per Standard Specifications for Public Works Construction Section 201-1.
   2. Concrete reinforcements shall be constructed per the Project Plans and Specifications.
B. Concrete Material for Traffic Loaded Concrete:
   1. Class 650-CW-4000. Portland cement concrete per Standard Specifications for Public Works Construction Section 201-1.
   2. Concrete reinforcements shall be constructed per the Project Plans and Specifications.

2.03 ACCESSORIES

A. Curing Compound shall conform to SSPWC Section 201-4. Pigmented compound shall not demonstrate any residual coloring of the concrete after one week.

2.04 CONCRETE MIX

A. Mix and deliver concrete in accordance with ASTM C94.
B. Use accelerating admixtures in cold weather only when approved by the District's Representative. Use of admixtures will not relax cold weather placement requirements.
C. Use calcium chloride only when approved by the District's Representative.

D. Use set retarding admixtures during hot weather only when approved by the District's Representative.

2.05 CONCRETE REINFORCEMENT

A. Concrete reinforcement shall conform to SSPWC Section 201-2.

2.06 SOURCE QUALITY CONTROL

A. Provide certificates of compliance from the batch plant.

PART 3- EXECUTION

3.01 EXAMINATION

A. Verify compacted subgrade is acceptable and ready to support imposed loads.
B. Verify gradients and elevations of subgrade are correct.

3.02 PREPARATION

A. Moisten subgrade to minimize absorption of water from fresh concrete.
B. Coat surfaces of catch basin frames with oil to prevent bond with concrete pavement.
C. Notify District's Representative a minimum of 24 hours prior to commencement of concrete placement operations.

3.03 FORMING

A. Place and secure forms to correct location, dimension, and profile.
B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.04 PLACING CONCRETE

A. Place concrete in accordance with SSPWC Section 303-5.
B. Install ½" thick fiberboard expansion joint and snap cap. Seal with Sikaflex self-leveling sealant after removal of snap cap (typical).
C. Construct weakened plane joints conforming to SSPWC Section 303-5.4.3, 1 ¼" inch deep, at intervals not exceeding 12 feet.
D. The top edges of curbs shall have 0.5" radius.

3.05 FINISHING

A. Concrete finishes shall be per SSPWC Section 303-5.5.
B. Portland cement concrete paving in all accessible routes of travel shall have slip resistant finish.
C. Walkway grades in excess of 5% shall conform to requirements of Section 11B-401 of the latest edition of the California Building Code.
D. Place curing compound in accordance with SSPWC Section 303-5.6 on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.06 FIELD QUALITY CONTROL

A. Inspection and testing shall be performed by the District's Testing Laboratory.
B. District 's Testing Laboratory will perform slump and compressive strength tests.
C. Contractor shall maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.07 PROTECTION

A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, vandalism and mechanical injury.
B. It is the Contractor's responsibility to replace all concrete work subject to vandalism and graffiti at no extra cost to the District.

END OF SECTION 32 16 00

SECTION 32 17 23

PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes surface preparation and field application of pavement marking on hot-mix asphalt paving and Portland cement concrete paving.

1.3 SUBMITTALS

A. Product Data:
   1. Material List: Provide an inclusive list of required coating materials, including primers and other surface preparation materials. Indicate each material and cross-reference specific coating and application. Identify each material by manufacturer's catalog number and general classification.
   2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
   3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

B. Results of preconstruction field testing.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of pavement marking material from one source and by a single manufacturer.

B. Installer Qualifications: Engage an experienced installer who has completed pavement marking similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance of at least 5 years.

C. Pre-Application Field Testing: Prepare a sample marking of each different paint formulation on PCC paving substrates for the purpose of establishing quality of application, adherence of paint to the substrate, compatibility of the paint with the PCC paving, and to determine whether a primer will be necessary if not otherwise required by the manufacturer.
   1. Minimum length of test stripe: 3 feet.
   2. Perform a minimum of 3 test stripes, located to provide a representative sample of entire area indicated to receive pavement marking paint.
   3. Apply test markings using methods and equipment recommended by the manufacturer of the marking paint and as specified in this Section.
   4. Arrange for a technical representative of the marking paint manufacturer to observe cured test samples and provide written recommendations for changes, if any, to materials or methods necessary to achieve optimum paint performance on specific substrates.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

B. Store pavement-marking materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.6 PROJECT CONDITIONS

A. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 50 deg F, and not exceeding 90 deg F.

PART 2 - PRODUCTS

2.1 PAVEMENT MARKING MATERIALS

A. Pavement-Marking Paint: 100% acrylic enamel, skid-resistant, textured coating with UV-resistance, ready-mixed, and suitable for use Portland cement concrete paving. Provide material having a volatile organic compound (VOC) content of 250 g/L, or less.
   1. Colors:
      a. Color: As Indicated on Contract Drawings.
   2. Gloss: Flat or eggshell with gloss at 30 percent or less when measured at a 60-degree meter.

B. Primer: Type recommended by the marking paint manufacturer.

C. Surface Cleaning Material: Cleaning agent or agents suitable for removing grease, oil, and other contaminants that will not damage asphalt or Portland cement concrete paving and are acceptable to pavement marking paint manufacturer.

PART 3 - EXECUTION

3.1 PAVEMENT MARKING

A. Allow paving to cure for a minimum of 30 days before starting pavement marking. Comply with recommendations of the pavement marking paint manufacturer for longer cure periods.

B. Sweep and clean surface to eliminate loose material and dust. Ensure all surfaces indicated to receive pavement marking are clean and free from grease, oil, concrete sealers and curing agents, and other contaminants that might interfere with paint adhesion.
   1. Comply with manufacturer's instructions for use of special cleaning agents.
   2. For removal of substances that would interfere with paint adhesion use methods recommended by the paint manufacturer if applicable, or methods that will completely remove the substance without damaging or discoloring the underlying pavement substrate.

C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates based on substrate type and cure conditions to provide a minimum wet film thickness of 15 mils and dry film thickness of 8 mils, unless otherwise recommended by the manufacturer.

D. Comply with paint manufacturer's maximum recommended drying time before allowing traffic in order to prevent undue softening of bitumen and pick-up, displacement, or discoloration of pavement marking by vehicular traffic.

E. Paint pavement as shown on the Drawings. Painting shall be straight, uniform, exact, and sharp without blobs at the start and finish. Edges shall be even, accurate, symmetrical, and free of fuzziness.
   1. Edge Tolerance: 1/2 inch in 20 feet, maximum.

3.2 ADJUSTING

A. Touch up pavement markings not complying with requirements of this Section by painting out the errors with permanently opaque paint of the same color as the substrate pavement.
   1. Block out and eliminate all traces of splashed, tracked, and spilled pavement marking paint from the background surfaces.
   2. Paint over deviations in marking edges exceeding allowable tolerance and apply new marking meeting specified requirements.

B. The Owner reserves the right to require sandblast removal of extensive defective pavement marking and application of new marking meeting specified requirements at no additional cost.

3.3 PROTECTION

A. Provide traffic cones, barricades, and other devices needed to protect the pavement marking until it is sufficiently dry to withstand traffic without damage.

END OF SECTION 32 17 23

SECTION 321726 – DETECTABLE WARNING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Detectable warning mats.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Initial Selection: For each type of exposed finish requiring color selection.

C. Samples for Verification: For each type of tactile warning surface, in manufacturer's standard sizes unless otherwise indicated, showing edge condition, truncated-dome pattern, texture, color, and cross section; with fasteners and anchors.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For tactile warning surfacing, to include in maintenance manuals.

1.5 PROJECT CONDITIONS

A. Weather Limitations for Adhesive Application:

   1. Apply adhesive only when ambient temperature is above 55 deg F and when temperature has not been below 35 deg F (2 deg C) for 12 hours immediately before application. Do not apply when substrate is wet or contains excess moisture.

1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of tactile warning surfaces that fail in materials or workmanship within specified warranty period.

   1. Failures include, but are not limited to, the following:

      a. Deterioration of finishes beyond normal weathering and wear.

b. Separation or delamination of materials and components.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

A. Accessibility Requirements: Comply with applicable provisions in California Building Code Chapter 11B-705 for tactile warning surfaces.

B. Source Limitations: Obtain each type of tactile warning surfacing from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 DETECTABLE WARNING MATS

A. Surface-Applied Detectable Warning Mats: Accessible truncated-dome detectable warning resilient mats, UV resistant, manufactured for adhering to existing concrete walkway surfaces, with slip-resistant surface treatment on domes, field of mat, and beveled outside edges.

1. Product:
   a. SafetyStepTD Traditional, wide inline (square) pattern.
   b. Or equal.
2. Material: Pre-molded tactile dome sheet composed of fiber-reinforced, polymer modified cement and coated with an acrylic resin emulsion, UV resistant.
3. Color: yellow and approximate FS 33538 of Federal Standard 595C per CBC 11B-705.2.
4. Shapes and Sizes:
   a. Rectangular panel, 36 inches by 10 foot.
5. Dome Spacing and Configuration: 2.35-inch (59.7-mm) spacing, in square pattern.
   a. Refer to drawings for more detailed requirements.
6. Texture: Skid-resistant silica.
7. Mounting: Adhered to pavement surface with adhesive.

2.3 ACCESSORIES

A. Adhesive: As recommended by manufacturer for adhering tactile warning surfacing unit to pavement.

B. Sealer: As recommended by manufacturer for surface protection of detectable warning.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.

B. Place tactile warning surfacing units in dimensions and orientation indicated.

3.3 INSTALLATION OF DETECTABLE WARNING MATS

A. Lay out detectable warning mats as indicated and mark concrete pavement at edges of mats.

B. Prepare existing paving surface by grinding and cleaning as recommended by manufacturer.

C. Apply adhesive to back of mat in amounts and pattern recommended by manufacturer, and set mat in place. Firmly seat mat in adhesive bed, eliminating air pockets and establishing full adhesion to pavement. If necessary, temporarily apply weight to mat to ensure full contact with adhesive.

D. Mask mat perimeter and adjacent concrete, and apply sealant in continuous bead around perimeter of mat.

E. Remove masking, adhesive, excess sealant, and soil from exposed surfaces of detectable warning mat and surrounding concrete pavement using cleaning agents recommended in writing by manufacturer.

F. Protect installed mat from traffic until adhesive has set.

3.4 CLEANING AND PROTECTION

A. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint unless otherwise approved by Architect. Replace using tactile warning surfacing installation methods acceptable to Architect.

B. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

END OF SECTION 321726

SECTION 32 18 16.13

PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Poured-in-Place Playground Surfacing System.

1.03 DEFINITIONS

A. Definitions in ASTM F 2223 apply to Work of this Section.
B. Critical Height: Standard measure of shock attenuation according to ASTM F 2223; same as "critical fall height" in ASTM F 1292. According to ASTM F 1292, this approximates "the maximum fall height from which a life-threatening head injury would not be expected to occur."
C. SBR: Styrene-butadiene rubber.
D. Unitary Surfacing: A protective surfacing of one or more material components bound together to form a continuous surface; same as "unitary system" in ASTM F 2223.

1.04 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
   2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
   3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
   4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
   5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
   6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
   7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

1.05 SYSTEM DESCRIPTION – POUR-IN-PLACE PLAYGROUND SURFACING SYSTEM

A. Performance Requirements: Provide a 2-layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:
   1. 1. Shock Attenuation (ASTM F1292):
      a. Gmax: Less than 200.
      b. Head Injury Criteria: Less than 1000.
   2. Flammability (ASTM D2859): Pass.
   3. Tensile Strength (ASTM D412): 60 psi (413 kPa).
   4. Tear Resistance (ASTM D624): 140%.

5. Water Permeability: 0.4 gal/yd2/second.
6. Accessibility: Comply with requirements of ASTM F1951.

1.06 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions.
B. Sustainable Design Submittals:
   1. Product Data: For recycled content, indicating postconsumer and preconsumer recycled content and cost.
C. Shop Drawings: For each type of protective surfacing.
   1. Include plans, sections, placement and penetration details, and attachment to substrates.
   2. Include accessories and edge terminations.
   3. Include patterns made by varying colors of surfacing and details of graphics.
   4. Include fall heights and use zones for equipment and structures specified in Section 116800 "Play Field Equipment and Structures," coordinated with the critical heights for protective surfacing.
D. Samples for Initial Selection: For each type of exposed finish.
   1. Include Samples of accessories involving color selection.
E. Samples for Verification: For each type of protective surfacing and exposed finish.
   1. Include Samples of accessories to verify color and finish selection.
   2. Unitary, Seamless Surfacing: Minimum 6 by 6 inches.
   3. Edging: 6 inches long by full width and cross section.
   4. Drainage/Separation Geotextile: Minimum 12 by 12 inches.
   5. Drainage Panel: Minimum 6 by 6 inches.
   6. Loose-Fill Surfacing: Minimum 1 quart.
F. Product Schedule: For protective surfacing. Use same designations indicated on Drawings.

1.07 INFORMATIONAL SUBMITTALS

A. Quality Assurance/Control Submittals: Submit the following:
   1. Certificate of qualifications of the playground surfacing installer. Product Data: For each type of unitary surfacing product.

1.08 CLOSEOUT SUBMITTALS

A. Maintenance Data: For playground protective surfacing to include in maintenance manuals.
B. Warranty documents specified herein.

1.09 QUALITY ASSURANCE

A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system or a direct employee of the manufacturer's installation division, having experience with other projects of the scope and scale of the work described in this section.
B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
C. International Play Equipment Manufacturers Association (IPEMA) certified.
D. Mockups: Build mockups to verify selections made under Sample submittals and to set quality standards for materials and execution.
   1. Build mockups for protective surfacing including accessories.
      a. Size: 48 inches by 48 inches.
   2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.10 DELIVERY, STORAGE & HANDLING

A. General: Comply with Division 1 Product Requirement Section.
B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.11 PROJECT/SITE CONDITIONS

A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 95 degrees F (32 degrees C). Exception to the temperature requirements can be made by the manufacturer of the surfacing system. Do not install in steady or heavy rain.

1.12 WARRANTY

A. Special Warranty: Manufacturer and Installer agree to repair or replace components of protective surfacing that fail in materials or workmanship within specified warranty period.
B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.
   1. Failures include, but are not limited to, the following:
      a. Reduction in impact attenuation as measured by reduction of critical fall height.
      b. Deterioration of protective surfacing and other materials beyond normal weathering.
   2. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2- PRODUCTS

2.01 MANUFACTURERS

A. Source Limitations: Obtain protective surfacing materials from single source from single manufacturer.
   1. Provide geosynthetic accessories of each type from source recommended by manufacturer of protective surfacing materials.

2.02 PERFORMANCE REQUIREMENTS

A. Impact Attenuation: Critical fall height tested according to ASTM F 1292.
B. Accessibility Standard: Minimum surfacing performance according to ASTM F 1951.

2.03 POUR IN PLACE PLAYGROUND SURFACING SYSTEM (RUBBERIZED PLAY SURFACE)

A. Description: Manufacturer's standard, site-mixed and applied, two-layer material with wearing layer over cushioning layer, with combined, overall thickness as required, tested for impact attenuation according to ASTM F 1292 and for accessibility according to ASTM F 1951.
   1. Manufacturers Basis-of-Design: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. SurfaceMax. Contact: 544 Chestnut St., Chattanooga, TN 37402; Telephone: (800) 727-1907; E-mail: Kathy.Wiggins@playandpark.com website: http://www.surfacemax.com
b. SpectraTurf, Inc.
c. Surface America Incorporated.
d. GT Impax from GameTime; a PlayCore, Inc. company.

2. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 85 percent.
3. Wearing Layer/Top Surface: Formulation of polyurethane granules, EPDM (ethylene propylene diene monomer) rubber, aliphatic urethane binder, and other organic and inorganic components.
   a. Thickness: Nominal 1/2″ (12.7 mm), minimum 3/8″ (9.5 mm), maximum 5/8” (15.9 mm).
   b. Wearing Layer Color(s): As indicated per plan.
4. Design: Where colored pattern is required, provide as indicated on Drawings.
   a. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
   b. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
   c. Dry Skid Resistance (ASTM E303): 89.
   d. Wet Skid Resistance (ASTM E303): 57.
5. Cushioning Layer/Basemat: Formulation of recycled SBR particles and binder.
   a. Basemat Thickness per the following table of critical fall heights per ASTM F1292.

CRITICAL FALL HEIGHT	BASEMAT THICKNESS
Up to 4 feet	1-1/2 inches
Up to 5 feet	2 inches
Up to 6 feet	2-1/2 inches
Up to 8 feet	3-1/4 inches
Up to 10 feet	4 inches
Up to 12 feet	4-1/2 inches

6. Aliphatic Binder: Weather-resistant, UV-stabilized, flexible, nonhardening, 100 percent solids polyurethane.
7. Lacquer Topcoat: Manufacturer's standard polyurethane-based formulation.
8. Overall Thickness: Not less than [as required for critical height indicated.
9. Primer/Adhesive: Manufacturer's standard primer and weather-resistant, moisture-cured polyurethane adhesive suitable for unit, substrate, and location.
10. Wearing Layer Color(s): As indicated per plan.
    a. Design: Where colored pattern is required, provide as indicated on Drawings.

B. Leveling and Patching Material: Portland cement-based grout or epoxy- or polyurethane-based formulation suitable for exterior use and approved by protective surfacing manufacturer.

2.04 GEOSYNTHETIC ACCESSORIES

A. Drainage/Separation Geotextile: Nonwoven, needle-punched geotextile, manufactured for drainage applications and made from polyolefins or polyesters; with the following minimum properties:
   1. Weight: ; ASTM D 5261.
   2. Water Flow Rate: according to ASTM D 4491.

2.05 MIXES

A. A. Required mix proportions by weight:
   1. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).

2. Top Surface: 25% urethane (ratio: 20% urethane divided by 80% TPV). 20% urethane, 80% TPV (based on entire rubber & urethane mix).

PART 3- EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade elevations, slope, and drainage and for other conditions affecting performance of the Work.
   1. Verify that substrates are sound and without high spots, ridges, holes, and depressions.

B. Hard-Surface Substrates: Verify that substrates are satisfactory for unitary, protective surfacing installation and that substrate surfaces are dry, cured, and uniformly sloped to drain within recommended tolerances according to protective surfacing manufacturer's written requirements for cross-section profile.
   1. Concrete Substrates: Verify that substrates are dry and free from surface defects, laitance, glaze, efflorescence, curing compounds, form-release agents, hardeners, dust, dirt, loose particles, grease, oil, and other contaminants incompatible with protective surfacing or that may interfere with adhesive bond. Determine adhesion, dryness, and acidity characteristics by performing procedures recommended in writing by protective surfacing manufacturer.
      a. New concrete must be fully cured – up to 7 days.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Prepare substrates to receive surfacing products according to protective surfacing manufacturer's written instructions.

B. Edge Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal.

C. Hard-Surface Substrates: Clean surface free of laitance, efflorescence, curing compounds, and other contaminants incompatible with protective surfacing.
   1. Repair: Fill holes and depressions in unsatisfactory surfaces with leveling and patching material.
   2. Treatment: Mechanically abrade or otherwise prepare concrete substrates according to protective surfacing manufacturer's written instructions to achieve adequate roughness.
   3. Terminal Edges: Saw cut concrete for terminal edges of protective surfacing.
   4. Treat control joints and other nonmoving substrate cracks to prevent telegraphing through protective surfacing.

3.03 INSTALLATION OF GEOSYNTHETIC ACCESSORIES

A. Install geosynthetic accessories before edging and according to playground surface system manufacturer's and geosynthetic manufacturer's written instructions and in a manner that cannot become a tripping hazard.
   1. Drainage/Separation Geotextile: Completely cover area beneath protective surfacing, overlapping geotextile sides and edges a minimum of 4 inches with manufacturer's standard treatment for seams.
   2. Drainage Panels: Completely cover area beneath protective surfacing, abutting the drainage cores and overlapping seams with geotextile fabric facing with manufacturer's standard treatment seams.
   3. Weed-Control Barrier: Completely cover area beneath loose-fill installation, overlapping barrier edges a minimum of with seams.

3.04 INSTALLATION OF POUR IN PLACE PLAYGROUND SURFACING SYSTEM (RUBBERIZED PLAY SURFACE)

A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.

B. Basemat Installation:
   1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot to the specified thickness.
   2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
   3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.

C. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

D. Top Surface Installation:
   1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot to a nominal thickness of 1/2".
   2. Allow top surface to cure for a minimum of 72 hours.
   3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
   4. Do not allow foot traffic or use of the surface until it is sufficiently cured.

E. Mix and apply components of seamless surfacing according to manufacturer's written instructions to produce uniform, monolithic, and impact-attenuating protective surfacing of required overall thickness.
   1. Substrate Primer: Apply over prepared substrate at manufacturer's standard spreading rate for type of substrate.
   2. Poured Cushioning Layer: Spread evenly over primed substrate to form a uniform layer applied at manufacturer's standard spreading rate in one continuous operation, with a minimum of cold joints.
   3. Intercoat Primer: Over cured cushioning layer, apply primer at manufacturer's standard spreading rate.
   4. Wearing Layer: Spread over primed base course to form a uniform layer applied at manufacturer's standard spreading rate in one continuous operation and, except where color changes, with no cold joints. Finish surface to produce manufacturer's standard wearing-surface texture.
      a. Design: Where colored pattern is required, place colored, design material as soon as previously placed material is sufficiently cured, using primer or adhesive if required by manufacturer's written instructions.
   5. Lacquer Topcoat: Spray or roller applied at manufacturer's standard coating rate in one continuous operation.
   6. Edge Treatment: Flush. Fully adhere edges to substrate with full coverage of substrate. Maintain fully cushioned thickness required to comply with performance requirements.

3.05 FIELD QUALITY CONTROL

A. Testing Agency: Owner to engage a qualified testing agency to perform tests.

B. Perform the following tests:
   1. Perform "Installed Surface Performance Test" according to ASTM F 1292 for each protective surfacing type and thickness in each playground area.
   2. Perform installed-surface-performance tests at no less than one series of tests for each 1000 sq. ft. of each type and thickness of in-place protective surfacing or part thereof.

C. Playground protective surfacing will be considered defective if it does not pass tests.

D. Prepare test reports.

3.06 PROTECTION

A. Prevent traffic over seamless surfacing for not less than 48 hours after installation.

END OF SECTION 32 18 16.13

SECTION 32 31 13

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Chain-link fences.
   2. Swing gates.
B. Related Requirements:
   1. Section 03 30 53 "Miscellaneous Cast-in-Place Concrete" for cast-in-place concrete and post footings.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Inspect and discuss electrical roughing-in, equipment bases, and other preparatory work specified elsewhere.
   2. Review coordination of interlocked equipment specified in this Section and elsewhere.
   3. Review required testing, inspecting, and certifying procedures.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
      a. Fence and gate posts, rails, and fittings.
      b. Chain-link fabric, reinforcements, and attachments.
      c. Gates and hardware.
B. Shop Drawings: For each type of fence and gate assembly.
   1. Include plans, elevations, sections, details, and attachments to other work.
   2. Include accessories, hardware, gate operation, and operational clearances.
   3. Wiring Diagrams: For power, signal, and control wiring.
C. Samples for Initial Selection: For each type of factory-applied finish.
D. Samples for Verification: For each type of component with factory-applied finish, prepared on Samples of size indicated below:
   1. Polymer-Coated Components: In 6-inch lengths for components and on full-sized units for accessories.
E. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer.
B. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

1.7 QUALITY ASSURANCE

A. Mockups: Build mockups to set quality standards for fabrication and installation.
   1. Build mockup for typical chain-link fence and gate, including accessories.
      a. Size: 10-foot length of fence.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.9 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Failure to comply with performance requirements.
      b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
   1. Fabric Height: As indicated on Drawings.
   2. Steel Wire for Fabric: Wire diameter of 0.148 inch.
      a. Mesh Size: 2 inches.
      b. Polymer-Coated Fabric: ASTM F 668, Class 1 over zinc -coated steel wire.
         1) Color: Black, according to ASTM F 934.
      c. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.
   3. Selvage: Knuckled at both selvages.

2.2 FENCE FRAMEWORK

A. Posts and Rails: ASTM F 1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:
   1. Fence Height: As indicated on Drawings.
   2. Light-Industrial-Strength Material: Group IC-L, round steel pipe, electric-resistance-welded pipe.
      a. Line Post: 2.375 inches in diameter.
      a. End, Corner, and Pull Posts: 2.375 inches.
   3. Horizontal Framework Members: Intermediate top rails according to ASTM F 1043.
      a. Top Rail: 1.66 inches in diameter.
   4. Brace Rails: ASTM F 1043.
   5. Polymer coating over metallic coating.
      a. Color: Match chain-link fabric, according to ASTM F 934.

2.3 TENSION WIRE

A. Polymer-Coated Steel Wire: 0.148-inch- diameter, tension wire according to ASTM F 1664, Class 1 over zinc -coated steel wire.
   1. Color: Match chain-link fabric, according to ASTM F 934.

2.4 SWING GATES

A. General: ASTM F 900 for gate posts and double swing gate types.
   1. Gate Leaf Width: As indicated.
   2. Framework Member Sizes and Strength: Based on gate fabric height as indicated.
B. Pipe and Tubing: ASTM F900 for gate posts and double swing gate types.
   1. Zinc-Coated Steel: ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framework.
   2. Gate Posts: Round tubular steel.
   3. Gate Frames and Bracing: Round tubular steel.
C. Frame Corner Construction: welded and treated with zinc-rich paint.
D. Hardware:
   1. Hinges:
      a. Accessible Gates: 90-degree in and out swing.
      b. Maintenance Gates: 180-degree outward swing.
   2. Latch: Rolo latch (District standard).
   3. Lock: None.
   4. Padlock and Chain: None.
   5. Closer: None.
   6. Stop: None, see Latch.
   7. Keeper: For each gate leaf over 5 feet wide.

2.5 FITTINGS

A. Provide fittings according to ASTM F 626.
   1. Post Caps: Provide for each post.
      a. Provide line post caps with loop to receive tension wire or top rail.
   2. Rail and Brace Ends: For each gate, corner, pull, and end post.
   3. Rail Fittings: Provide the following:
      a. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
      b. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails to posts.
   4. Tension and Brace Bands: Galvanized pressed steel.
   5. Tension Bars: length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
   6. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
      a. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:
         1) Hot-Dip Galvanized Steel: 0.148-inch- diameter wire.
         2) Aluminum: ASTM B 211; Alloy 1350-H19; 0.148-inch- diameter, mill-finished wire.
B. Finish:
   1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc.
      a. Polymer coating over metallic coating.
   2. Aluminum: Mill finish.

2.6 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.
B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for a certified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
    1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

A. Install chain-link fencing according to ASTM F 567 and more stringent requirements specified.
    1. Install fencing on established boundary lines inside property line.
B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
    1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
    2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
        a. Concealed Concrete: Place top of concrete below grade to allow covering with surface material where occurs, coordinate with depth of material.
            1) Where installed with concrete mow-curb, provide rebar hooks in post footing to embed in subsequent mow-strip pour.
D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of as indicated on Drawings. For runs exceeding 500 feet, space pull posts an equal distance between corner or end posts.
E. Line Posts: Space line posts uniformly at 96 inches o.c.
F. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.
    1. Locate horizontal braces at midheight of fabric 72 inches or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

G. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:
   1. As indicated on Drawings.

H. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

I. Intermediate and Bottom Rails: Secure to posts with fittings.

J. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

K. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches o.c.

L. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
   1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.

M. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

N. Privacy Slats: Install slats in direction indicated, securely locked in place.

3.4 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

3.5 ADJUSTING

A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

END OF SECTION 32 31 13

SECTION 32 32 13

CONCRETE WALLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-Place Concrete Seat Wall

B. Related Requirements:

1. Section 032000 "Concrete Reinforcement"
2. Section 033000 "Cast-in-Place Concrete"

1.2 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Forming accessories
2. Form-release agent.
3. Insulating concrete forms.
4. Form ties.
5. Admixtures
6. Chemical Surface Retarders
7. In-form Chemical Surface Retarders
8. Patching Compounds
9. Sealants
10. Qualification Data: For Installer, manufacturer and testing agency.
11. Field quality-control test and inspection reports.

B. INFORMATIONAL SUBMITTALS

C. Product Data: For surface retarder

1.3 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

C. ASTM International Standards

1. ASTM E408-71 (1996), Standard Test Methods for Total Normal Emittance of Surfaces using Inspection-Meter Techniques.
2. ASTM C1371-04a Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometer
3. ASTM E903-96, Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
4. ASTM E1918-97, Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surface in the Field.
5. ASTM C1549-04 Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.

D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.4 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

B. Insulating Concrete Forms: Store forms off ground and under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

B. Design, engineer, erect, shore, brace, and maintain insulating concrete forms in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

2.2 STEEL REINFORCEMENT

A. See Section 03 20 00 “Concrete Reinforcement”

2.3 RELATED MATERIALS

A. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
2. Form release agent for form liners shall be acceptable to form liner manufacturer.

B. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

C. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, aromatic polyurea with a Type A shore durometer hardness range of 90 to 95 per ASTM D 2240.

D. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

E. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

F. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 2 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 2 inch in diameter in concrete surface.

3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
5. Limit lime content in concrete to prevent efflorescence and all other visual defects.

2.5 CONCRETE SURFACE RETARDERS/FINISHING AIDS

A. In-Form chemical surface retarder, calibrated for specific sized aggregates and finish requirements

B. Spray Applied, film forming top surface retarder, calibrated for specific sized aggregates and finish requirements without the use of a plastic covering. Color-coded to allow for ease of application and verification of grade being used as well as even and complete coverage.

1. Acceptable Materials: TOP-CAST water-based Top-Surface Retarders

a. TOP-CAST grade to be ‘Medium Exposure’ 25 Beige color-coded surface retarder.

2. Spray Applied, film forming protective coating for adjacent masonry and concrete surfaces.

a. Acceptable Materials: TOP-CAST SS 100 Site Saver

3. All products distributed by:

a. Manufacturer: GCP Applied Technologies Inc., 2325 Lakeview Parkway, Suite 400, Alpharetta, GA 30009, 1-877-423-6491, https://gcpat.com/en/products/top-cast-decorative-system

PART 3 - EXECUTION

3.1 FORMWORK

A. Preparations: All concrete form materials should be free of all oils, chemical residues, greases and other materials that may interfere with the adherence of the painted retarder film to the form surface.

1. Clean all previously used formwork using mineral spirits, acetone or denatured alcohol prior to the application of the form retarder.
2. All timber, plywood and other wood surfaces to be used in the treated areas exposed to view and coated with chemical retarder should be properly sealed prior to any application of the form retarder. This will aide in form clean-up and reduce possible etch differences caused by absorption of the retarders active ingredients as well as cement paste and surface moisture during both the placement and curing processes.

B. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical,

lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

C. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

D. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:

1. Class A, 1/8 inch (3.2 mm) for smooth-formed finished surfaces that are exposed to view.

E. Construct forms tight enough to prevent loss of concrete mortar.

F. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.

G. Do not use rust-stained steel form-facing material.

H. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

I. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

J. Chamfer exterior corners and edges of permanently exposed concrete.

K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

L. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

M. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

3.2 RELEASE AGENT

A. Preparations: Form surfaces shall be clean and dry. Remove traces of concrete build-up from form surfaces before applying release agent.

B. Spray apply continuous uniform film free from runs.

C. Avoid overspray on reinforcing materials. Remove overspray on reinforcing materials within 24 hours using degreasing solvent recommended by release agent manufacturer.

D. Do not apply more than 14 days before placing concrete. [Do not apply water-based release agents when ambient or material temperatures are below freezing.]

E. Touch up forms, if necessary, using clean, soft flannel cloth moistened (not wet) with release agent.

F. Protect treated forms from dust, debris and precipitation. Before placing concrete, inspect in-place, erected and treated forms; remove contamination and touch-up forms as required.

3.3 STEEL REINFORCEMENT

A. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

B. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

C. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

3.4 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
3. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

C. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

C. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.

D. Maintain reinforcement in position on chairs during concrete placement.

E. Screed slab surfaces with a straightedge and strike off to correct elevations.

F. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.6 CONCRETE SURFACE FINISHING

A. Concrete Surface Retarders:

1. Spray-applied, film forming top surface retarder, calibrated for specific sized aggregates and specific finish requirements without the use of a plastic covering. Color-coded to allow for ease of application and verification of grade being used as well as even and complete coverage.
2. Allow the bleed water to evaporate the surface. It can then be floated using a wooden hand float or a bull-float preferably wooden to close the surface and surround the coarse aggregate with cement paste. DO NOT OVERWORK THE SURFACE, AS THIS TENDS TO DRIVE THE AGGREGATE DOWN AWAY FROM THE SURFACE TO BE EXPOSED. Float to a uniform appearance.
3. Apply TOP-CAST surface retarder uniformly to the wet concrete after the initial bleed water rises to the surface. Spray with a low-pressure sprayer (plastic preferred) until the

surface has a complete hiding coat. Do not apply too sparingly. Use water for clean up.

3.7 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.8 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

1. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

3.9 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.

1. The treated retarder matrix should be removed the same day per manufacturer recommendations. (Any delay in the removal of the chemically retarded cement matrix after the formwork has been removed will lead to potential inconsistencies due to the changing ambient conditions such as temperatures, humidity along with wind and rain.)

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new in-form retarder

3.10 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least six month(s). Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

3.11 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by City representative. Remove and replace concrete that cannot be repaired and patched to City representative's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

D. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

END OF SECTION 32 32 13

SECTION 32 91 13

SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes planting soils specified according to performance requirements of the mixes.

B. Related Requirements:
1. Section 32 93 00 "Plants" for placing planting soil for plantings.
2. Section 31 10 00 “Site Clearing” for stockpiling of existing soil and clearing and grubbing.

1.3 DEFINITIONS

A. AAPFCO: Association of American Plant Food Control Officials.

B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.

C. CEC: Cation exchange capacity.

D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.

E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.

F. Imported Soil: Soil that is transported to Project site for use.

G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.

H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.

I. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."

J. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

K. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.

L. SSSA: Soil Science Society of America.

M. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

N. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

O. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.

P. USCC: U.S. Composting Council.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for application and use.
2. Include test data substantiating that products comply with requirements.
3. Include sieve analyses for aggregate materials.
4. Material Certificates: For each type of imported soil and soil amendment and fertilizer Five (5) working days before delivery to the site, according to the following:

a. Manufacturer's qualified testing agency's certified analysis of standard products.
b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

B. Samples: For each bulk-supplied material, 1-gal. volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Do not move or handle materials when they are wet or frozen.
4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

1.6 QUALITY ASSURANCE

1.7 Testing Agency Qualifications: An independent laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed

1.8 Laboratories: Subject to compliance with requirements, provide testing by the following:

A. Wallace Laboratories, 365 Coral Circle, El Segundo, CA 90245. (310) 615-0116.

B. Fruit Growers Lab, Santa Paula, CA. (805) 392-2000

1.9 Multiple Laboratories: At Contractor's option, work may be divided among qualified testing laboratories specializing in physical testing, chemical testing, and fertility testing.

PART 2 - PRODUCTS

2.1 PLANTING SOILS SPECIFIED ACCORDING TO PERFORMANCE REQUIREMENTS

A. Planting-Soil: Existing, on-site surface soil, with the duff layer, if any, retained; and stockpiled on-site; modified to produce viable planting soil. Using preconstruction soil analyses and materials specified in other articles of this Section, amend existing, on-site surface soil to become planting soil complying with the following requirements:

1. Particle Size Distribution by USDA Textures: Classified as sandy loam soil according to USDA textures.
2. Percentage of Organic Matter: Minimum 6 percent by volume.
3. Soil Reaction: pH of 6 to 7.

B. Planting-Soil: Imported, naturally formed soil from off-site sources and consisting of sandy loam loam soil according to USDA textures; and modified to produce viable planting soil. Amend imported soil with materials specified in other articles of this Section to become planting soil complying with the following requirements:

1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches deep, not from agricultural land, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants.
2. Additional Properties of Imported Soil before Amending: Minimum of 6 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration. Clean soil to be of the following:

a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.
c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 1 1/2 inches in any dimension.

2.2 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

1. Class: T, with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through a No. 60 sieve.
3. Form: Provide lime in form of ground dolomitic limestone.

B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 sieve.

E. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

2.3 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:

1. Feedstock: Limited to leaves.
2. Reaction: pH of 5.5 to 8.
3. Soluble-Salt Concentration: Less than 4 dS/m.
4. Moisture Content: 35 to 55 percent by weight.
5. Organic-Matter Content: 30 to 40 percent of dry weight.
6. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.

B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture with 100 percent passing through a 1/2-inch sieve, a pH of 3.4 to 4.8, and a soluble-salt content measured by electrical conductivity of maximum 5 dS/m.

C. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. Partially Decomposed Wood Derivatives: In lieu of shredded and composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.

2.4 FERTILIZERS

A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

D. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

PART 3 - EXECUTION

3.1 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.

B. Planting soil is expected to be incorporated in the planting areas to bring the site to finish grade where required.

C. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

D. Proceed with placement only after unsatisfactory conditions have been corrected.

E. Weed Abatement: Upon completion of soil preparation begin the weed abatement program. Spray a non-selective, trans locative herbicide to eradicate any germinated weeds or newly sprouted roots from trees that have been removed. Translocation shall be 7-10 days or an approved alternate time period. If weeds or grasses exist, re-water daily for fourteen consecutive days, until new growth appears. Reapply herbicide. Remove weeds after herbicide has had sufficient time to kill the weeds. Repeat as necessary to eradicate weeds. Maintain the site weed free until final acceptance by the District utilizing mechanical, manual, and/or chemical treatment. Herbicide must be approved by the District Representative.

3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

A. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.

B. Unsuitable Materials: Clean soil to contain a combined maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.

C. Screening: Pass unamended soil through a 3-inch sieve to remove large materials.

3.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation: Till subgrade to a minimum depth of 8 inches. Remove stones larger than 3 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.

C. Mixing: Spread unamended soil to total depth of 8 inches, but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

1. Amendments: Apply soil amendments and fertilizer, if required per Agronomic Soils Report , evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.

a. Mix lime with dry soil before mixing fertilizer.
b. Mix fertilizer with planting soil no more than seven days before planting.

2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

D. Compaction: Compact each blended lift of planting soil to 80-85 percent of maximum Standard Proctor density according to ASTM D 698 except where a different compaction value is indicated on Drawings.

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 BLENDING PLANTING SOIL IN PLACE

A. General: Mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Preparation: Till unamended, existing soil in planting areas to a minimum depth of 8 inches. Remove stones larger than 3 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

C. Mixing: Apply soil amendments and fertilizer, if required per Agronomic Soils Report, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.

1. Mix lime with dry soil before mixing fertilizer.
2. Mix fertilizer with planting soil no more than seven days before planting.

D. Compaction: Compact blended planting soil to 80-85 percent of maximum Standard Proctor density according to ASTM D 698 except where a different compaction value is indicated on Drawings.

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

A. Application: Apply compost component of planting-soil mix to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. The following tests will be performed:

1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D 698. Space tests at no less than one for each 1000 sq. ft. of in-place soil or part thereof.
2. Performance Testing: For each amended planting-soil type, demonstrating compliance with specified performance requirements. Perform testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

C. Soil will be considered defective if it does not pass tests.

D. Prepare test reports.

E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

3.7 PROTECTION

A. Protection Zone: Identify protection zones according to Section 01 56 39 "Temporary Tree and Plant Protection."

B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Vehicle traffic.
4. Foot traffic.
5. Erection of sheds or structures.
6. Impoundment of water.
7. Excavation or other digging unless otherwise indicated.

C. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Landscape Architect and replace contaminated planting soil with new planting soil.

3.8 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 32 91 13

SECTION 32 92 00

TURF AND GRASSES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:

1. Sodding.

B. Related Requirements:

1. Section 329300 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.

1.03 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329115 "Soil Preparation (Performance Specification)" and drawing designations for planting soils.

E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.04 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Construction Manager, Superintendent, Landscape Contractor Foreman, Landscape Architect.

1.05 INFORMATIONAL SUBMITTALS

A. Certification of Grass Sod: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of suppliers.

B. Product Certificates: For fertilizers, from manufacturer.

1.06 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf and meadows during a calendar year. Submit before expiration of required maintenance periods.

1.07 QUALITY ASSURANCE

1.08 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Accompany each delivery of bulk materials with appropriate certificates.

1.09 FIELD CONDITIONS

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.

1. Fall Planting: October 15 through December 31.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.01 TURFGRASS SOD

A. Turfgrass Sod: Certified, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.

B. Turfgrass Species, Cool-Season Grass: Sod of grass species as follows, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:

1. Products: Subject to compliance with requirements, provide the following available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Marathon II Sod.
   b. Biofiltration Sod.

2.02 FERTILIZERS

A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition:

   a. 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

   b. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
3. Uniformly moisten excessively dry soil that is not workable, or which is dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.02 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.

2. Protect grade stakes set by others until directed to remove them.

3.03 TURF AREA PREPARATION

A. General: Prepare planting area for soil placement and mix planting soil according to Section 329115 "Soil Preparation (Performance Specification)."

B. Placing Planting Soil: Blend planting soil in place.

1. Reduce elevation of planting soil to allow for soil thickness of sod.

C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.04 SODDING

A. Lay sod within 24 hours of harvesting unless a suitable preservation method is accepted by Architect prior to delivery time. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across slopes exceeding 1:3.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.05 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

1. Mow Marathon II Sod to a height of 1-1/2 to 2 inches.

D. Turf Postfertilization: Apply slow-release fertilizer after initial mowing and when grass is dry.

1. Use fertilizer that provides actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

3.06 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.07 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

END OF SECTION 32 92 00

SECTION 32 93 00

PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plants and Trees.

B. Related Requirements:

1. Section 01 56 39 "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
2. Section 32 91 15 "Soil Preparation"
3. Section 32 94 00 “Landscape Planting Accessories”
4. Section 32 98 13 “Landscape Maintenance/Establishment Period”

1.2 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

C. Finish Grade: Elevation of finished surface of planting soil.

D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

F. Planting Area: Areas to be planted.

G. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 32 91 13 "Soil Preparation for drawing designations for planting soils.

H. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

I. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots, the area of transition between the root system and the stem or trunk.

J. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

K. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 50 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

B. Samples for Verification: For each of the following:

1. Organic Mulch: 1-quart volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
2. Weed Control Barrier: 12 by 12 inches.
3. Root Barrier: Width of panel by 12 inches.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

1. Manufacturer's certified analysis of standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

D. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

D. Plants & Trees. The Contractor shall notify the District Representative seven (7) days in advance of delivery of all plant materials and shall submit an itemized list of the plants in each delivery. Maintain and protect plant material in a healthy condition prior to planting. Plant material which has been rejected or damaged after acceptance shall be removed from the site and replaced with acceptable materials.

1. Trees and shrubs provided shall be of equal or better quality to those available at Norman’s Nursery, Devil Mountain Wholesale Nursery or Boething Treeland Farms.
2. All plants and trees shall be No. 1 grade healthy, disease, and pest free, without visible damage, abrasions, or disfigurement.

E. Plants specified shall be delivered in the containers specified and true to industry standard size for the container specified. Plants shall have been growing with the specified container a minimum of six months and no longer than one (1) year and shall be properly rooted without being root bound. Plants with cracked or broken root balls shall be rejected.”

F. All trees shall be true to type or name as ordered or shown on the plans and shall be individually tagged or tagged in groups by species and cultivar (variety).

G. All trees shall be healthy, have a form typical for the species or cultivar, be well-rooted, strong in branching pattern and properly trained. Trees which are deemed by the District Representative not to have these qualities will be rejected and replaced without additional charge to the District.

H. All trees shall comply with Federal and State laws requiring inspection for plant diseases and pest infestations. Inspection certificates required by law shall accompany each shipment of plants.

I. Plant Material Observation: Landscape Architect and District Representative may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Landscape Architect and District Representative may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Landscape Architect of sources and estimated time of delivery of planting materials seven days in advance of delivery to site.
2. Rejected plant material must be removed from the Project Site and replaced at the Contractor’s time and expense.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

D. Handle planting stock by root ball.

E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

F. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Retain subparagraphs below to suit Project.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in

materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

    a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
    b. Structural failures including plantings falling or blowing over.
    c. Faulty performance of tree stabilization.
    d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Periods: From date of planting completion.

    a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
    b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
    c. Annuals: 6 months.

3. Include the following remedial actions as a minimum:

    a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
    b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
    c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
    d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

D. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm

ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 FERTILIZERS

A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

1. Size: 7-gram tablets.
2. Nutrient Composition: 12 percent nitrogen, 8 percent phosphorous, and 8 percent potassium, by weight plus micronutrients (12-8-8 NPK).

2.3 MULCHES

A. Refer to Section 32 94 00 Landscape Planting Accessories.

2.4 PESTICIDES

A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 TREE-STABILIZATION MATERIALS

A. Refer to Section 32 94 00 Landscape Planting Accessories.

2.6 MISCELLANEOUS PRODUCTS

A. Wood Pressure-Preservative Treatment: AWPA U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.

B. Root Barrier: Black, molded, modular panels 24” high (deep), 85 mils thick, and with vertical root deflecting ribs protruding 3/4 inch out from panel surface; manufactured with minimum 50 percent recycled polyethylene plastic with UV inhibitors.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Century Products Root Barrier.
b. Villa Root Barrier.
c. Substitutions: Products by other manufacturers that comply with specifications will be considered in accordance with Section 012500 – Substitution Procedures.

C. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

D. Planter Drainage Gravel: Washed, sound crushed stone or gravel complying with ASTM D 448 for Size No. 8.

E. Planter Filter Fabric: Nonwoven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.

F. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's and City Landscape Inspector’s acceptance of layout before excavating or planting. Make minor adjustments as required.

1. Notify City Landscape Inspector seven days in advance of delivery to site and schedule an inspection of tree placement.

3.3 PLANTING AREA ESTABLISHMENT

A. General: Prepare planting area for soil placement and mix planting soil according to Section 329115 "Soil Preparation (Performance Specification)."

B. Placing Planting Soil: Blend planting soil in place.

C. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

D. Planting Pits and Trenches: Excavate circular planting pits.

1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
2. Excavate approximately three times as wide as ball diameter for container-grown stock.
3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
6. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
7. Maintain supervision of excavations during working hours.
8. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
9. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.

E. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated. Amend backfill soil as directed by required soil testing per Section 329115 "Soil Preparation (Performance Specification)”

F. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

G. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

H. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.4 TREE, SHRUB, AND VINE PLANTING

A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

1. Backfill: Planting soil amended per required soils tests. For trees, use excavated soil for backfill.
2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air

pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

    a. Quantity: As indicated on Drawings.

5. Continue backfilling process. Water again after placing and tamping final layer of soil.

C. Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.

1. Carefully remove root ball from container without damaging root ball or plant.
2. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
3. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

    a. Quantity: As indicated on Drawings

4. Continue backfilling process. Water again after placing and tamping final layer of soil.
5. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.5 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines as directed by Landscape Architect.

C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.

3.6 TREE STABILIZATION

A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:

1. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend to the dimension indicated on Drawings above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.
2. Upright Staking and Tying: Stake trees with two stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.

3. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
4. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

B. Trunk Stabilization by Staking and Guying: Install trunk stabilization as follows unless otherwise indicated on Drawings. Stake and guy trees more than 14 feet in height and more than 3 inches in caliper unless otherwise indicated.

1. Site-Fabricated, Staking-and-Guying Method: Install no fewer than three guys spaced equally around tree.

a. Securely attach guys to stakes 30 inches long, driven to grade. Adjust spacing to avoid penetrating root balls or root masses. Provide turnbuckle for each guy wire and tighten securely.
b. For trees more than 6 inches in caliper, anchor guys to wood deadmen buried at least 36 inches below grade. Provide turnbuckle for each guy wire and tighten securely.
c. Support trees with bands of flexible ties at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.
d. Attach flags to each guy wire, 30 inches above finish grade.

2. Proprietary Staking and Guying Device: Install staking and guying system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.7 ROOT-BARRIER INSTALLATION

A. Install root barrier where trees are planted within 60 inches of paving or other hardscape elements, such as walls, curbs, and walkways, unless otherwise indicated on Drawings.

B. Align root barrier vertically and run it linearly along and adjacent to the paving or other hardscape elements to be protected from invasive roots.

C. Install root barrier continuously for a distance of 60 inches in each direction from the tree trunk, for a total distance of 10 feet per tree. If trees are spaced closer, use a single continuous piece of root barrier.

1. Position top of root barrier flush with finish grade.
2. Overlap root barrier a minimum of 12 inches at joints.
3. Do not distort or bend root barrier during construction activities.
4. Do not install root barrier surrounding the root ball of tree.

3.8 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.

B. Use planting soil for backfill.

C. Dig holes large enough to allow spreading of roots.

D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.

E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.9 PLANTING AREA MULCHING

A. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.10 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.11 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.12 REPAIR AND REPLACEMENT

A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Landscape Architect.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.

B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition

before the end of the corrections period or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.

1. Provide new trees of same size as those being replaced for each tree of 6 inches or smaller in caliper size.
2. Species of Replacement Trees: Same species being replaced.

3.13 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.14 MAINTENANCE

A. See Section 32 98 13 - Landscape Maintenance / Establishment Period.

END OF SECTION 32 93 00

SECTION 32 94 00

LANDSCAPE PLANTING ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes materials, labor, apparatus, tools, equipment, temporary construction, transportation, and services necessary for and incidental to performing the proper completion of Work, as required to make a complete exterior Landscape Planting Accessories installation, as shown in the Contract Drawings, and as specified herein this Section.

B. Work under this Section consists of, but is not necessarily limited to, furnishing, and installing the following:

1. Mulches (wood products) for newly planted trees.
2. Stakes.
3. Miscellaneous Materials (Herbicides, Vitamin Stimulant/Root Hormone, etc.).
4. Tree Watering Bags

C. Related Sections: The following Sections contain requirements that relate to Work in this Section:

1. Section 31 10 00 – Site Clearing
2. Section 32 01 91 – Tree Protection and Root Pruning.
3. Section 32 93 00 – Plants
4. Section 32 98 13 – Landscape Maintenance / Establishment Period.

1.2 DEFINITIONS AND APPLICABLE STANDARDS

A. References:

1. ASTM – American Society for Testing and Materials.
2. ANSI – American National Standards Institute.

B. Measurements:

1. PSI: Measurement, in pounds per square inch.
2. CU/FT: Measurement, in cubic foot.
3. PPM: Measurement, in parts per million.

1.3 SUBMITTALS

A. General:

1. Collect information into a single Submittal for each element of construction and type of product or equipment identified under this Section for review.
2. To expedite review, Submittal shall be organized and presented into specific sections or headings. Furnish neat, concise, legible, and clearly identifiable information, and sufficiently explicit detail, to enable proper evaluation for Contract compliance. Highlight catalog, product data, or brochures containing various products, sizes, and materials to show particular item submitted.
3. Submittal Format: As applicable, furnish Submittal as a single electronic digital PDF

(Portable Document Format) file.

B. Digital Submittal Information:

1. Product/Material Data. Submit available product/material literature supplied by manufacturer's, indicating that their products comply with specified requirements. Provide manufacturing source (name, address, and telephone number), and distributor source (name, address, and telephone number) for each type of product/material.
2. Qualification Data: Submit names for firms and persons specified in the "Quality Assurance and Control" Article to demonstrate their capabilities and experience on similar Landscape Planting Accessories installations.

C. Material Samples: Submit four (2) sets of physical Material Samples for review of kind, color, pattern, size, and texture for a check of these characteristics with other elements, and for a comparison of these characteristics between Submittal and actual component as delivered and installed. Provide Material Samples bound and individually wrapped in re-sealable labeled 1-gallon plastic bags (as applicable):

1. 0.50 cubic foot of Landscape Mulch Material (Shredded Wood Mulch).

D. Scaled Shop Drawings: Not Required.

E. Field-Constructed Mock-ups: Not Required.

F. Submittals under this Article will be rejected and returned without the benefit of review if they are difficult to read due to insufficient scale, poor image quality, or poor drafting quality; or if all of the required information is missing or not presented in the format as requested. Partial Submittals will not be accepted.

G. No Work shall proceed under this Section until Submittal requirements indicated herein have been reviewed accordingly.

1.4 QUALITY ASSURANCE AND CONTROL

A. Installer Qualifications:

1. Engage an experienced Installer who has completed Landscape Planting Accessories work similar in material, design, and extent to that indicated for this Project and with a record of successful installation.
2. Installer's Field Supervision: Installer shall maintain an experienced full-time supervisor on the Project site during times that installations under this Section are in progress.

B. Observation: District Representative or his/her designated representative may observe installation of Landscape Planting Accessories at Project Site for compliance with requirements for type, size, and quality. District Representative or his/her designated representative retains right to observe Landscape Planting Accessories for defects and to reject unsatisfactory or defective material at any time during progress of Work. Contractor shall remove rejected Accessories immediately from Project site.

C. Manufacturer's Directions: Follow Manufacturer's directions and drawings in cases where the Manufacturers of articles used in this Section furnish directions covering points not shown in the Contract Drawings and Contract Specifications.

D. Permits, Fees, Bonds, and Inspections: Contractor shall arrange and pay for permits, fees, bonds, testing services, and inspections necessary to perform and complete Work under this

Section.

E. Single-Source Responsibility: Obtain each color, type, and variety of products/materials from a single source with resources to provide products/materials of consistent quality in appearance and physical properties without delaying Work.

1.5 DELIVERY, STORAGE AND HANDLING

A. Provide new, unused materials indicated under this Section. Store and secure properly to prevent theft or damage. Deliver and store perishable material in original, unopened packaging. It is the responsibility of the Contractor to install “factory condition” Units.

B. Damaged Materials: Be responsible for all damage or disfiguration of Work until Final Acceptance. Remove off site and replace at no additional cost to District all damaged or rejected materials.

C. Deliver materials so as to not delay Work and install only after preparations for installation have been completed.

1.6 COORDINATION, SCHEDULING, AND OBSERVATIONS

A. Utilities: Determine location of above grade and underground utilities and perform Work in a manner which will avoid damage to utilities. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to installing Landscape Planting Accessories are encountered, such as rubble fill, adverse drainage conditions, or obstructions, cease installation operations and notify District Representative or his/her designated representative for further direction.

C. Field Measurements: Contractor shall take field measurements as required. Report major discrepancies between the Contract Drawings and field dimensions to the District Representative or his/her designated representative prior to commencing Work.

D. Installation: Perform installation of Landscape Planting Accessories only when weather and soil conditions are suitable in accordance with locally accepted practices.

E. Construction Site Observations: Contractor shall request, in writing, at least one (1) week in advance of the time when mandatory site observation(s) by the District Representative or his/her designated representative are required.

1.7 SUBSTITUITIONS

A. Consideration: Materials to be considered equal to the Materials indicated herein this Section shall be reviewed by the District Representative or his/her designated representative. Materials with equal performance characteristics produced by other Manufacturer’s and/or Distributors may be considered, providing deviations in dimensional size, color, composition, operation, and/or other characteristics do not change the design concept, aesthetic appearance, nor intended performance, as solely judged by the District Representative or his/her designated representative. The burden of proof on product equality is on the Contractor.

B. Specific reference to Manufacturer’s names and products specified herein are used as standards of quality. This implies no right to the Contractor to substitute other materials without prior written approval by the District Representative or his/her designated representative for Work under this Section.

C. Materials substituted and installed by the Contractor, without prior written approval by the District Representative or his/her designated representative, may be rejected. Contractor shall not be entitled to be compensated by the District where the Contractor has installed rejected substitutions without receiving prior written approval.

D. Contract Price: Substituted Materials under this Section shall not increase the Contract price.

1.8 LANDSCAPE MAINTENANCE/ ESTABLISHMENT PERIOD

A. Refer to Section 32 98 13 – Landscape Maintenance Establishment Period, for requirements under this Article.

1. During the duration of the Landscape Maintenance / Establishment Period, continuously maintain Landscape Planting Accessories by tightening, holding plumb, and/or repairing Staking supports, providing adequate depths and coverage requirements of Landscape Mulching Materials, watering, and other requirements, as required, to establish healthy, viable landscape planting materials until Final Acceptance of Work is granted.

PART 2 - PRODUCTS

2.1 LANDSCAPE MULCH MATERIALS

A. Shredded Wood Mulch: Shredded Wood Mulch, free from deleterious materials, debris, and weed seed. Suitable as a top dressing of trees, shrubs, and groundcovers, consisting of following:

1. Type: Shredded cedar, redwood, fir, or hardwood commercial wood bark products, composted with humus and leaf materials. Shredded Wood Mulch shall be graded and to average dimensions of one-inch (1”) to three-inches (3”) in length, and flat in cross-section.

a. Minimum organic matter content at 80%.
b. pH between 5.0 and 8.0.
c. Salt content shall be less than 4 millimho/cm @ 25 ˚ C. on a saturated paste extract.
d. Boron content of the saturated extract shall be less than 1.0 parts per million.
e. Calcium carbonate shall not be present.
f. Carbon: Nitrogen ratio is less than 100:1.
g. Compost shall be aerobic without malodorous presence of decomposition products.
h. Maximum particle size shall be 2 inches. A maximum of 5% shall pass a No. 2 screen.

Maximum Total Permissible Pollutant Concentrations (in parts per million (PPM)) on a dry weight basis:	
Arsenic	20 ppm
Molybdenum	30 ppm
Cadmium	15 ppm
Nickel	50 ppm
Chromium	150 ppm
Selenium	25 ppm
Cobalt	50 ppm

Silver	10 ppm
Copper	150 ppm
Vanadium	50 ppm
Lead	150 ppm
Zinc	150 ppm
Mercury	10 pm

2. Products & Manufacturer's: Subject to compliance with requirements, mulch shall be *ES-2 Mulch*, by Agromin Horticultural Products, or equal, as approved by the District.

2.2 STAKES

A. Tree Staking Assembly:

B. Wooden Stake Tree Staking Assembly: Complete tree staking Unit, consisting of Lodge Pole Pine Tree Stakes with Tree Straps

1. Tree Stakes: Lodge Pole Pine Wooden Tree Stake, straight shaft, shaved and cut, cleaned and bare of branches and stubs, free of loose knots, bends, splits, or bows, of uniform thickness, with a minimum diameter of either two-inches (2") or two-one-half (2-1/2") to three-inches (3"). Lengths shall be eight-feet (8'), ten-feet (10') or twelve-feet (12'), as required, to adequately and firmly penetrate the sub grade and support the tree. Stake shall have a minimum ten-inch (10") long tapered/conical driving point, and chamfered top to minimize splitting when driven. Stake shall be pressure treated (per Federal Specification TT-W-00571-J-Table 2) with an EPA- registered pesticide containing inorganic arsenic (copper chromium arsenate, meeting Federal Specification TT-W-550-Type 1) to protect it from insect attack and decay.

   a. Quantity, Size, and Length per tree:
   b. #15 container stock: One (1), two-inch (2") diameter, 10'-0 long or 12'-0" long (as required) Wooden Tree Stake per tree.
   c. 24" box container stock: Two (2) Two-inch (2") diameter, ten- foot (10') long or twelve-foot (12') long (as required) Wooden Tree Stakes per tree.
   d. >24" box container stock: Minimum two (2) two-one-half- inches (2-1/2") or three-inches (3") diameter, ten-foot (10') or twelve-foot (12') long (as required) Wooden Tree Stakes per tree.

2. Special Circumstances: Should lengths of Wooden Tree Stakes be inadequate to satisfactorily support the tree being staked in an upright, plumb condition.
3. Products & Manufacturer's: Subject to compliance with requirements, provide products by one (1) of the following:

   a. Sullivan & Mann Lumber Company, Tustin, CA.
   b. BVC Tree Stakes.
   c. TruStakes, 4Seasons Wood Products.
   d. Or equal, as approved by the District Representative or his/her designated representative.

C. Tree Straps: Non-stretch, biodegradable cotton, dyed dark-green color, one-inch (1") wide x eighteen-inches (18") long, with one-inch (1") brass grommets at each end. Break strength at 260 lbs. nominal.

1. Quantity, Size, and Length per tree:

a. #5 container stock: Provide two (2) Tree Straps minimum for each Tree Stake provided.
b. #15 container stock: Provide two (2) Tree Straps minimum for each Tree Stake provided.
c. 24" box container stock and larger: Provide two (2) Tree Straps minimum for each set of Tree Stakes provided.

2. Products & Manufacturer's: Subject to compliance with requirements, provide products by one (1) of the following:

a. #3718 Biodegradable Original Treestrap®, GCS.
b. Or equal (no known equal).

3. Tree Strap Wire: Smooth, galvanized annealed Steel Wire, 12 gauge. Provide Wire in adequate lengths to anchor the grommet ends of the Tree Straps to the Tree Stakes.

D. Tree Watering Bags: Slow-release, 15-gallon min. watering bag. Bag shall be made of UV stabilized, green polyethylene with scrim reinforcement, and nylon zippers.

1. Products & Manufacturer's: Subject to compliance with requirements, Tree Watering Bags shall be Treegator Original by Spectrum Products, Inc., or equal, as approved by the District.

a. Provide one (1) tree bag per tree.

2.3 MISCELLANEOUS MATERIALS

A. Water: Per ASTM C94, from potable domestic source, and free from deleterious materials such as oils, acids, and organic matter. Transport as required.

B. Stress Reducing Agent: 100% natural organic root and plant stimulator solution, used to eliminate transplant shock and provide better establishment of plants. Solution shall contain a natural wetting agent, designed to improve nutrient release, water-holding capaDistrict, cation exchange capaDistrict in soil, and stimulate fertilizer and micronutrient uptake.

1. Products & Manufacturer's: Subject to compliance with requirements, provide products by one (1) of the following:

a. Roots NoBurn®, Novozymes Biologicals, Inc., Salem, VA.
b. Essential® Plus 1-0-1, Growth Products, White Plains, NY.

2. Application Rate: Provide at prescribed rate and application per Manufacturer's written recommendations.

C. Wetting Agent and Soil Penetrant (Surfactant): Highly concentrated liquid solution. Provide in a diluted liquid solution, mixed with water, at the time of watering-in recently planted plant species.

1. Products & Manufacturer's: Subject to compliance with requirements, provide products by one (1) of the following:

a. Roots NoBurn®, Novozymes Biologicals, Inc., Salem, VA.
b. LESCO-Wet™ Plus, Lesco, Inc., Cleveland, OH.
c. Naiad Liquid Wetting Agent, Naiad Company, Inc., Stockton, CA.
d. Aqua-Gro L, Scotts Company, Marysville, OH.

e. Sixteen-90, Aquatrols, Cherry Hills, NJ.
f. Or equal, as approved by the District Representative or his/her designated representative.

2. Application Rate: Provide at prescribed rate and application per Manufacturer's written recommendations, per one hundred (100) gallons of water.

D. Plant Vitamin/Hormone Stimulant: Highly concentrated liquid vitamin solution. Provide in a diluted liquid solution, mixed with water, at the time of watering-in recently planted plant species.

1. Products & Manufacturer's: Subject to compliance with requirements, provide products by one (1) of the following:

a. SUPERthrive, Vitamin Institute.
b. Roots Concentrate Rooting Stimulant, Novozymes Biologicals, Inc.
c. Root-Maxx Plus, Bio-Plex.
d. Or equal, as approved by the District Representative or his/her designated representative.

2. Application Rate: Provide at prescribed rate and application per Manufacturer's written recommendations, per one-hundred (100) gallons of water.

E. Herbicides: EPA registered and approved, from the following:

1. Non-Selective Post-Emergent Herbicide: Spray-applied solution containing a minimum of 41% of the active ingredient "glyphosate" (full strength), with a surfactant, mixed with water accordingly per the Manufacturer's directions.

a. Products & Manufacturer's: Subject to compliance with requirements, provide products by one (1) of the following:

1) Roundup® PRO, (41% glyphosate), Monsanto Company.
2) Roundup® PROmax (concentrate, 50% glyphosate), Monsanto Company.
3) Honcho® Plus, (41% glyphosate), Monsanto Company.
4) Prosecutor (41% glyphosate), LESCO, Inc.
5) High Yield® Kill-Zall Weed & Grass Killer, (41% glyphosate), Voluntary Purchasing Groups.
6) Or equal, as approved by the District Representative or his/her designated representative.

b. Application Rate: Provide at prescribed rate and application per Manufacturer's written recommendations, per one-hundred (100) gallons of water.

2. Selective Pre-Emergent Herbicide (Packaged dry material application): Pre- emergent control of annual grasses and broadleaf weeds in turf grass areas, and woody ornamental trees, shrubs, vines, and groundcover areas.

a. Products & Manufacturer's: Subject to compliance with requirements, provide products by one (1) of the following:

1) Ronstar® 2G, (granular), Aventis Environmental Science USA.
2) Snapshot® 2.5 GT (granular), (2% trifluralin), Dow AgroSciences LLC.
3) XL*2G, SETRE Chemical Company.
4) Casoron 4G, Chemtura.

5) Treflan® HFP (43% trifluralin), Dow AgroSciences LLC.
6) Treflan® TR-10, (10% Granular trifluralin), Dow AgroSciences LLC.
7) Surflan®, Dow AgroSciences, LLC.
8) Or equal, as approved by the District Representative or his/her designated representative.

b. Application Rate: Provide at prescribed rate and application per Manufacturer's written recommendations, per one-hundred (100) gallons of water.

3. Selective Post-Emergent Herbicide: Pre-mixed, flow-able formulation designed for product stability, uniformity in the spray solution and ease of handling. Post- emergent control of annual grasses, nutsedge, and broadleaf weeds in turf, generally with one (1) application.

a. Products & Manufacturer's: Subject to compliance with requirements, provide products by one (1) of the following:

1) Trimec® Plus, PBI/Gordon Corporation.
2) Three-Way, LESCO, Inc.
3) Or equal, as approved by the District Representative or his/her designated representative.

b. Application Rate: Provide at prescribed rate and application per Manufacturer's written recommendations, per one hundred (100) gallons of water.

PART 3 - EXECUTION

3.1 GENERAL

A. Installation practices of the Landscape Planting Accessories shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the District Representative or his/her designated representative. Contractor shall notify the District Representative or his/her designated representative, in writing, on the anticipated commencement date and length of duration of the landscape installation.

B. Examination: Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of Work of this Section. NO WORK UNDER THIS SECTION SHALL COMMENCE UNTIL ALL SUBMITTALS UNDER THIS SECTION HAVE BEEN REVIEWED AND APPROVED, IN WRITING. DO NOT PROCEED WITH INSTALLATION UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

C. Prior to Work in this Section, Contractor shall examine previously installed Work from other trades and verify that such Work is complete and as required, to the point where the installation of the Landscape Planting Accessories may commence properly.

3.2 PROTECTION OF SITE

A. Contractor shall protect existing and new improvements and systems installed prior to installation of Landscape Planting Accessories. Maintain protection in place until completion of Work and Landscape Maintenance / Establishment Period.

3.3 STAKING

A. General: Tree Staking shall be per the direction of the District Representative or his/her

designated representative. Staking of trees shall be completed immediately following tree planting operations.

1. Contactor shall provide new Tree Stake assemblies; reconditioned or previously- used Tree Stake or Tree Guy assemblies shall not be permitted. Provide one (1) set of Tree Staking materials per tree, as required. Trees shall remain plumb and straight from installation through the Contractor Warranty period. Staking assemblies shall remain the property of the District.

B. Staking Methodology: Unless otherwise directed on the Contract Drawings or as directed by the District Representative or his/her designated representative based on field conditions, provide the following Staking Assemblies, as measured by the size of the tree being supported:

1. 15-gallon size Container Stock to 36”-Box Tree, or for trees up to 3” caliper: Provide Staking Method. Number of stakes per tree shall be as directed herein this Section.
2. For trees larger than 36”-Box size or over 3” caliper: Provide Staking as directed by the District Representative or his/her designated representative.

C. Tree Staking Method:

1. Single Tree Stake:

a. Locate Stake at the closest point to the main trunk as possible, yet outside of the root ball and tree branch canopy.
b. Firmly drive the tapered end of the Stake plumb into the undisturbed native sub-grade, perpendicular to the side of the prevailing wind, at the minimum depth indicated in the Contract Drawings, or deeper, as required, to firmly support the Stake and minimize any movement of the Stake. Do not damage the tree trunk nor branch canopy, nor penetrate the root ball with the Stake. Do not damage or splinter the Stake. Stake shall not touch the trunk nor branch canopy of the tree.

2. Double Tree Stakes:

a. Locate Stakes at the closest point to the main trunk as possible, yet outside of the root ball and tree branch canopy.
b. Firmly drive the tapered end of one (1) of the Stakes plumb into the undisturbed native sub-grade, perpendicular to the side of the prevailing wind, at the minimum depth indicated in the Contract Drawings, or deeper, as required, to firmly support the Stake and minimize any movement of the Stake. Do not damage the tree trunk or branch canopy, nor penetrate the root ball with the Stake. Do not damage or splinter the Stake.
c. Install the other Stake in similar fashion, directly opposite from the first Stake (180 degrees), and equidistant from the tree trunk.
d. Installed Stakes shall not touch the trunk nor branch canopy of the tree.

3. Tying to Tree Stakes:

a. Tree Straps: Wrap and twist the Tree Strap around the tree trunk, at the lowest point where the tree gains the highest support, per the direction of the District Representative or his/her designated representative. Secure the Strap with wire; thread the wire through the grommet ends of the Strap and twist wire to secure. Wrap other end of wire around the Stake, twist, and secure it to the Stake. Repeat for other Stake(s), as required. For trees requiring multiple tree straps, locate additional straps as required along the tree trunk to provide additional vertical support. Cut off and bend back excessive wire beyond the twists to the Stake(s) to

provide a safe condition. The tree shall be supported accordingly to assure a straight, firm position of the tree canopy, yet to allow enough slack to avoid rigid restraint of the tree.

b. Once the tree is thoroughly staked, carefully remove the nursery stake(s). Backfill and tamp the nursery stake void(s) with planting soil.

3.4 MULCHING

A. General: Mulch backfilled surfaces of pits, trenches, planted areas, and other areas, that are not receiving hydroseeding, as indicated.

B. Shredded Wood Mulch:

1. General: Verify locations to receive Shredded Wood Mulch.
2. Apply the following average thickness of Shredded Wood Mulch, and finish level with adjacent finished surfaces. Do not place Shredded Wood Mulch directly against trunks or stems of Plant Materials. Remove Shredded Wood Mulch that is placed against the growing bases or within the basal nodes of plants.
3. Thickness/Depth: Refer to contract Drawings.
4. While settlement and/or decomposition of the Shredded Wood may occur during the duration of the Contract, the Shredded Wood Mulch thickness as indicated shall be consistent throughout the duration of the Contract. The Contractor shall provide additional Shredded Wood Mulch, as needed, and as directed by the District Representative or his/her designated representative, to maintain the specified constant thickness of the Shredded Wood Mulch, until Acceptance of Work is granted.

3.5 TREE WATERING BAGS:

A. Place around tree trunk, with the zippers on uphill side of tree. Wrap both sides around trunk until zippers meet and zip together from bottom to top.

B. Insert hose into fill opening and begin filling with water. Fill bag to 1/4 capacity.

C. Lift up on straps at top of bag to expand bottom. Fill all tree watering bags in a manner and volume consistent with the manufacturer’s intent.

D. See section 32 98 13 for monitoring and maintenance requirements of tree bags through the establishment and maintenance periods.

3.6 CLEAN UP AND PROTECTION

A. For Work under this Section, keep Work area in a clean, orderly, and safe condition. Contractor shall remove trash caused from his Work on a weekly basis throughout the duration of the Work.

B. Protect landscaping from damage due to landscape operations, operations by other Contractors and trades, and trespassers. Maintain protection during installation and landscape maintenance / establishment periods. Treat, repair, or replace damaged Landscape Planting Accessories as directed.

C. Upon completion of his Work under this Section, the Contractor shall remove rubbish, waste, debris, excess construction materials, and other items resulting from construction operations offsite as described herein this Section and directed by the District Representative or his/her designated representative.

3.7 FINAL REVIEW

A. Final Review under this Section shall be performed upon completion of the Landscape Maintenance / Establishment Period. (Refer to Section 32 98 13 – Landscape Maintenance / Establishment Period for requirements).

END OF SECTION 32 94 00

SECTION 32 98 13

LANDSCAPE MAINTENANCE / ESTABLISHMENT PERIOD

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes materials, labor, apparatus, tools, equipment, temporary construction, transportation, and services necessary for and incidental to performing the proper completion of Work, as required to make a complete Landscape Maintenance / Establishment Period ("Service"), as specified during progress of Work, after installation, for a designated period after Preliminary Acceptance, as shown in the Contract Drawings, and as specified herein this Section.

B. Contractor acknowledges that the Services specified under this Section are not intended to express every detail of the Services to be provided by Contractor, and Contractor hereby represents that it is experienced and competent in providing Services that meets or exceeds generally accepted practices commensurate with those provided by other companies that provide such Service.

C. Work under this Section shall consist of, but not be limited to, furnishing, and installing the following:

1. Establishment of Landscape Installation, for a given frequency and duration as specified herein this Section. Work includes the following:

a. Litter Control.
b. Weed Control.
c. Pest Control.
d. Plant Care.
e. Fertilization of Plant Materials.
f. Plant Replacement.
g. Plant Pruning.
h. Plant Staking and Adjustments.
i. Temporary Plant Protection.
j. Watering of sod, filling and monitoring of Tree Watering Bags.
k. Cleaning of Paving Surfaces.
l. Reapplication of Mulching Materials.
m. Erosion Control and Drainage.
n. Removal of Green Waste.

D. Related Sections: The following Sections contain requirements that relate to Work in this Section:

1. Section 01 77 00 – Closeout Procedures
2. Section 32 93 10 - Plants.
3. Section 32 94 00 - Landscape Planting Accessories.

1.2 DEFINITIONS AND APPLICABLE STANDARDS

A. References:

1. USDA- United States Department of Agriculture.

2. ASTM – American Society for Testing and Materials.
3. ANSI – American National Standards Institute.
4. ISA- International Society of Arboriculture.

B. Standards:

1. American National Standard for Tree Care Operation, Tree, Shrub, and Other Woody Plant Maintenance (ANSI A300), American National Standards Institute, Latest Edition.
2. American National Standard for Tree Care Operations (ANSI Z133), American National Standards Institute, Latest Edition.
3. Tree Pruning Guidelines, International Society of Arboriculture, 1995 Edition.
4. Pruning Standards for Shade Trees, National Arborists Association, Latest Edition.

1.3 SUBMITTALS

A. Digital Submittal Information:

1. Quality Control Submittal:

a. Qualification Data: Submit names for firms and persons specified in the “Quality Assurance and Control” Article to demonstrate their capabilities and experience on similar Landscape Planting Accessories installations.
b. Schedule of maintenance operations and monthly status report, including list of equipment, materials proposed for the job, and watering schedule(s).
c. Licenses, permits and insurance required by the local jurisdiction, the State, or Federal government, pertaining to Work under this Section.
d. Pesticide Applicator: Valid California Qualified Applicator Certificate (QAC), with “B- Landscape Maintenance” Category, as administered by the California Department of Pesticide Regulation (DPR).
e. Employer of the California Qualified Applicator Certificate (QAC), with “B- Landscape Maintenance” Category:
f. The company which employs the person holding the QAC must possess a Maintenance Gardener Pest Control Business License, as administered by the California Department of Pesticide Regulation (DPR).
g. Monthly record of herbicides, insecticides and disease control chemicals used for the Project.
h. Written application recommendation by a licensed agricultural pest control advisor for weed, pest and disease controls restricted by the Director of Agriculture proposed for this Work.

B. Closeout Procedures Submittal:

1. Include in a single 3-ring binder a Landscape Maintenance Manual for use by the District, containing an indexed collection of all schedules, records and permits listed above, including documentation of accepted condition of planting and irrigation at Final Acceptance.

C. Submittals under this Article will be rejected and returned without the benefit of review by the District or his/her designated representative if they are difficult to read due to insufficient scale, poor image quality, or poor drafting quality; or if all of the required information is missing or not presented in the format as requested. Partial Submittals will not be accepted.

D. No Work shall proceed under this Section until Submittal requirements indicated herein have been reviewed accordingly by the Construction Manager.

1.4 QUALITY ASSURANCE AND CONTROL

A. Installer Qualifications:

1. Experience: Contractor or sub-contractor performing Work under this Section shall have a full-time employee assigned to the Project as foreman for the duration of the Contract. Employee shall have a minimum of four (4) year experience in landscape maintenance supervision, with experience or training in entomology, pest control, soils, fertilizers, and plant identification.
2. Labor Force: Landscape maintenance labor force shall be thoroughly familiar with, and trained in, the Work to be accomplished, and shall perform the task in a competent, efficient manner acceptable to the District.

B. Requirements:

1. Supervision: Landscape Maintenance Foreman shall directly supervise the Work force during duration indicated herein this Section. Notify the District of changes in supervision.
2. Identification: Provide proper identification during duration for landscape maintenance firm's vehicles and labor force. Be uniformly dressed in a manner satisfactory to the District.

1.5 PROJECT/SITE CONDITIONS

A. In addition to Section 01 77 00 Closeout Procedures, the Contractor shall do the following:

1. Site Visit: At beginning of the designated Landscape Maintenance / Establishment Period, visit and tour the site with the District's Representative, Construction Manager, and other interested parties, to clarify the scope of Work, and understand existing project/site conditions.
2. Documentation of Conditions: Document the general condition of installed plant materials and seeding, recording those which are healthy and thriving, and unacceptable materials which are damaged, dead, and/or dying and in need of replacement.

1.6 SEQUENCING AND SCHEDULING

A. The Contractor shall do the following:

1. Perform Work under Landscape Establishment Period during hours mutually agreed upon between the District and Contractor.
2. Work force shall be present at the Project Site at a minimum duration indicated in this Section, and at other times as necessary, to perform specified Work, in accordance with the approved schedule under the Landscape Maintenance / Establishment Period.

1.7 WARRANTY

A. Specific Requirements: Refer to the following Sections:

1. Section 32 93 00- Landscape Planting.
2. Section 32 94 00- Landscape Planting Accessories.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Materials and equipment as required to perform Work under this Section shall be

provided by Contractor.

B. Water: Clean, potable and fresh, as available from the District.

C. Fertilizers:

1. Fertilizer Tablets: Tightly compressed, slow-release and long-lasting complete fertilizer tablets, bearing manufacturer's label of guaranteed analysis of chemicals present. Refer to Contract Documents, for requirements.
2. Balanced, once-a-season application, controlled-release Fertilizer(s), with a blend of coated prills which supply controlled-release nitrogen, phosphorus, and potassium, and uncoated, rapidly soluble prills containing nitrogen and phosphorus.

D. Herbicides, Insecticides, and Fungicides:

1. Provide materials with original manufacturers' containers, properly labeled with guaranteed analysis.
2. Use non-staining materials.

E. Replacement Tree Guys, Stakes, Ties and Wire: Match originally accepted existing materials installed on the Project.

2.2 EQUIPMENT

A. General: Use only the proper tool(s) required for each task under this Section.

1. Maintain tools in sharp, properly functioning condition.
2. Clean and sterilize all pruning tools prior to usage.

B. Insect/Disease Prevention: Provide measure to prevent introduction of insect or disease-laden materials onto the Site. Section 329010- Landscape Planting.

PART 3 - EXECUTION

3.1 FREQUENCY AND DURATION OF LANDSCAPE ESTABLISHMENT PERIOD

A. Following satisfactory completion of work, the Landscape Maintenance / Establishment Period shall commence and progress.

B. Frequency and Duration: Work performed under this Section shall be executed by Contractor at a minimum of once per week, for a duration of a minimum of 90 calendar days period, following acceptance of the Construction Manager.

C. Contractor shall be fully responsible for maintenance of new landscaping at the Project Site for the contract period that includes 90 calendar day maintenance/establishment period.

3.2 COMMENCING THE LANDSCAPE MAINTENANCE/ ESTABLISHMENT PERIOD

A. Preliminary Review: As soon as landscape installation is substantially completed per the Contract Documents for the Project Site, Contractor shall arrange to hold a preliminary review on-site with the Construction Manager, the District, and other interested parties to evaluate the condition and executions of the completed Work. Evaluation of the Work shall be executed by the Construction Manager through a "Landscape Punch List."

B. Date of Review: Notify Construction Manager at least five (5) working days prior to anticipated

Date of Review.

C. For the Project Site, it is the Contractor's responsibility to maintain all new landscaping.

D. Commencing the 90-Day Landscape Maintenance / Establishment Period: Following the date on which the Construction Manager determines that the project work is complete for the Project Site, the 90-calendar day shall commence.

3.3 PREPARATION

A. Protection:

1. Protect new landscape planting areas from damage during duration of Landscape Maintenance / Establishment Period, until Final Acceptance.
2. Provide temporary protection fences, barriers, and signs, as required, for protection.

B. Replacements:

1. Immediately treat or replace plant materials as directed, which become damaged or injured as a result of Contractor's operations or negligence, per the Construction Manager or his/her designated representative, at no additional cost to the District.
2. Replacement plant materials shall match size and variety of plant material being replaced.

3.4 PLANTING MAINTENANCE/ ESTABLISHMENT

A. Tree Watering Bags:

1. Maintain watering basins around the perimeter of the installed plant materials so that enough water can be applied to establish and maintain adequate soil moisture through the root zone of the plant materials. Re-dish and tamp basins accordingly which have become damaged or have failed since installation.
2. Reposition empty tree watering bags as necessary to allow tree watering bags to sufficiently irrigate the tree.
3. Fill all tree watering bags in a manner and volume consistent with the manufacturer's intent.
4. Observe proper outflow and fix any drainage issues prior to moving on to next watering or concluding the day's watering operations.

B. Watering Basins:

1. Maintain watering basins around the perimeter of the installed plant materials so that enough water can be applied to establish and maintain adequate soil moisture through the root zone of the plant materials. Re-dish and tamp basins accordingly which have become damaged or have failed since installation.
2. For supplemental hand watering of watering basins, use a watering wand to break the water force. Do not permit use of "jet" type watering equipment. Do not permit crown roots to become exposed to air through dislodging of soil and mulch.
3. Mulch: Maintain originally specified thickness of mulch material to reduce evaporation and frequency of watering, around newly planted trees.
4. During rainy season, open basins to allow surface drainage away from the root crown where excess water may accumulate. Restore watering basins at the end of rainy season.
5. At the end of rainy season, re-dish and tamp watering basin at trees and shrubs.

C. Settlement of Plant Materials: Rest/replant sunken or settled plant materials to proper grades and in upright position.

D. Weed Control:

1. Planting areas throughout site shall be weed-free at all times, including areas between plants and along watering basins.
2. Use only recommended and legally approved herbicides to control and maintain weed growth.
3. Avoid frequent soil cultivation that destroys shallow roots and breaks the seal of pre-emergent herbicides.

E. Pruning:

1. Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, and which have vertical spacing of eighteen-inches (18”) to forty-eight-inches (48”) and radial orientation so as not to overlay each other.
2. Prune trees to eliminate diseased or damaged growth, and narrow “V-shaped” branch forks that lack strength. Reduce toppling and wind damage by thinning-out crowns.
3. Prune trees to maintain growth within space limitations, maintaining a natural appearance and balancing crown with roots.
4. No stripping of lower branches of young trees shall be permitted.
5. Retain lower branches in a “tipped back” or pinched condition to promote caliper trunk growth. Do not cut back to fewer than six (6) buds or leaves on such branches. Only cut lower branches flush with the trunk after the tree is able to stand erect without staking or other support.
6. Thin out and shape evergreen trees when necessary to prevent wind and storm damage. Do primary pruning of deciduous trees during the dormant season. Do not permit any pruning of trees prone to excessive “bleeding” during growth season.
7. Prune damaged trees or those that constitute health or safety hazards at any time of year as required.
8. Make pruning cuts clean and close to the trunk, without cutting into the branch collar. “Stubbing” will not be permitted. Cut smaller branches flush with trunk or lateral branch. Make larger cuts one inch (1”) diameter or larger parallel to shoulder rings, with the top edge of the cut at the trunk or lateral branch.
9. Branches too heavy to handle shall be precut in three (3) stages to prevent splitting or peeling of bark. Make the first two (2) cuts eighteen inches (18”) or more from the trunk to remove the branch. Make the third cut at the trunk to remove the resulting stub.
10. Do not prune or clip shrubs into balled or boxed forms unless specifically called for by design.
11. Clip shrubs to be hedged when branches project two-inches (2”) beyond limit of clipped hedge shown on the Contract Drawings.
12. Take extreme care to avoid transmitting disease from one infected plant to another. Properly sterilize pruning tools before going from one infected plant to other plant materials.

F. Staking and Guying of Trees:

1. Adjustments: Inspect stakes and guys periodically (minimum once per month) throughout duration of Landscape Maintenance / Establishment Period to check for rubbing of staking materials on trunks or branches causing bark wounds.
2. Repair and replace faulty staking and guying materials as shown and as specified.

3.5 INSECTS, PESTS, AND DISEASE CONTROL

A. Inspection: Inspect plant materials for signs of stress, damage and potential trouble from the following:

1. Presence of insects, moles, gophers, rabbits, ground squirrels, snails and slugs in planting areas.
2. Discolored or blotching leaves or needles.
3. Unusually light green or yellowish green color inconsistent with normal green color of leaves.

B. Personnel: Only licensed, qualified, trained personnel shall perform spraying for insect, pest and disease control.

C. Application: Spray with extreme care to avoid all hazards to any person or pet in the area or adjacent areas.

D. Lawn or vegetation-damaging pests shall be controlled in a timely manner to minimize damage.

3.6 GRADING AND DRAINAGE

A. During the Landscape Maintenance / Establishment Period, all flow lines shall be maintained to allow for free flow of surface water. Displaced material which interferes with drainage shall be removed and placed as directed. Low spots and pockets shall be graded to drain properly. Jute netting or other erosion control measure as directed shall be installed at flow lines and other locations where surface erosion is evident.

B. Damage to planting areas shall be repaired immediately and throughout the Landscape Maintenance / Establishment Period. Depressions caused by vehicles, bicycles, or foot traffic shall be filled and leveled. Replant damaged areas.

C. All paved areas shall be washed and maintained in a neat and clean condition at all times.

D. All subsurface drains and inlets shall be periodically cleared of debris, leaves, trash, etc., and flushed with clear water to avoid buildup of silt and debris.

3.7 CLEANING

A. General: Dispose of pruned plant materials, vacuum clippings and leaves, sweep walkways and rake smooth mulched areas. Remove from the site containers and other evidence of maintenance activities.

B. Litter Control:

1. Site areas under the Contract shall be cleared on a weekly basis of visible litter or debris, and clippings.
2. Debris caused by normal seasonal winds shall be removed from site.
3. Contractor shall be responsible for disposal of debris in accordance with local rules and regulations.

C. Blowing:

1. Landscape debris generated shall blown-off or swept on a weekly basis. Do not blow grass clippings, edgings, or debris into planting areas or onto paved areas unless after such blowing, the resultant accumulation of material shall be gathered and removed from

the site.

3.8 TERMINATION OF THE LANDSCAPE MAINTENANCE/ESTABLISHMENT PERIOD

A. In addition to Section 01 77 00 Closeout Procedures, the Contractor shall perform the following:

1. Final Acceptance Procedure:

a. Work requires acceptance by the Construction Manager upon satisfactory completion, including Landscape Maintenance / Establishment Period, but exclusive of replacement of materials under the Warranty Period.
b. Submit a written request to Construction Manager for review of Final Acceptance at least five (5) working days prior to anticipated Final Review date, which is at the end of the Landscape Maintenance / Establishment Period.

2. Corrective Work:

a. Work requiring corrective action or replacement shall be performed within ten (10) calendar days after the Final Review.
b. Perform corrective Work and materials replacement in accordance with the Contract Documents, Work shall be made by the Contractor at no cost to the District.
c. After corrective Work is completed, the Contractor shall again request a Final Review for Final Acceptance as outlined above.

1) Continue maintenance of all landscaped areas until such time as all corrective measures have been completed and accepted.

3. Conditions for Acceptance of Work at End of Landscape Maintenance / Establishment Period:

a. All new landscaping shall be alive and thriving, showing signs of growth and no signs of stress, disease, or any other weaknesses.
b. Replace plant materials not meeting these conditions. An additional Warranty Period equal in length to the original shall be commenced for all such plants and planted areas.

4. Final Acceptance Date shall be the date on which the Construction Manager issues a Letter of Final Acceptance. Upon Final Acceptance, the District will assume responsibility for maintenance of the Work beyond the Landscape Maintenance / Establishment Period.

3.9 CLOSE OUT

A. In addition to Section 01 77 00 Closeout Procedures, the Contractor shall perform the following:

1. Landscape Maintenance Record:

a. Submit binder to the District with documentation and records required and utilized during the Landscape Maintenance / Establishment Period.

2. Keys and Identification: Return keys and identification materials supplied by the District for the purpose of site access.

END OF SECTION 32 98 13

SECTION 33 40 00

STORM DRAINAGE UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Storm drainage piping, fittings, accessories, and bedding.
B. Catch basins.
C. Atrium Drains.
D. Pop-up Emitters
E. Inlet and outlet structures.

1.2 RELATED SECTIONS

A. Section 31 20 00 Earthwork.

1.3 REFERENCES

A. Standard Specifications for Public Works Construction (SSPWC), latest edition.
B. ASTM Standards.

1.4 SUBMITTALS

A. Submit the following in accordance with provisions in Division 1:

B. Product Data: Provide data indicating pipe, pipe accessories and catch basin grates.

1. Manufacturer's Installation Instructions: Indicate special procedures required to install Products specified.
2. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
3. Layout diagram for storm drain components per plan.

1.5 PROJECT RECORD DOCUMENTS

A. Submit record drawings. Accurately record locations of pipe runs, connections, catch basins, structures, manholes and invert elevations.

B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 FIELD MEASUREMENTS

A. Verify that field measurements and elevations are as indicated on drawings.

B. Complete pothole work per plans and notify the District of any discrepancy prior to commencing construction.

1.7 COORDINATION

A. Coordinate the work with connection to existing storm drain mains, and trenching.

PART 2 - PRODUCTS

2.1 PIPE MATERIALS

A. 12” Dia and Under: Polyvinyl Chloride (PVC) Pipe with water tight joints, per SSPWC Section 207-17.

B. 18” Dia and Larger: High Density Polyethylene (HDPE) Pipe (N-12 WT) with water tight joints, per SSPWC Section 207-18.

2.2 PIPE ACCESSORIES

A. PVC: Elastomeric Gasket water tight joints per SSPWC Section 207-17.3.2.

B. HDPE: Water-Tight Joints per SSPWC Section 207-18.4.1.

2.3 CATCH BASINS

A. Precast catch basins shall include grate, as manufactured by Old Castle, NDS or approved equal.

B. PVC drain basins shall be NDS or approved equal.

2.4 METAL

A. All exposed metal parts are to be galvanized in accordance with SSPWC, Section 210-3.

2.5 CONCRETE

A. All concrete shall be Class 560-C-3250, per SSPWC Section 201.

2.6 FILTER FABRIC

A. Filter fabric shall be non-woven geotextile filter fabric Mirafi 140N or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that trench cut is ready to receive Work and excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

A. Hand trim excavations to required elevations. Correct over excavation with compacted bedding material.

B. Remove large stones or other hard matter which could damage piping or impede consistent backfilling or compaction.

3.3 BEDDING

A. Excavate pipe trench in accordance with Specification Section 31 23 33. Hand trim excavation for accurate placement of pipe to elevations indicated on Drawings.

B. Place bedding material in trench bottom, level materials in continuous layer. Bedding shall be 4" thickness for pipe diameters less than or equal to 24” and 6” thickness for pipe diameters greater than 24” and shall be per SSPWC Section 217-1.2.

3.4 INSTALLATION OF PIPE

A. Install pipe, fittings, and accessories in accordance with manufacturer's instructions and per SSPWC Section 207.

B. Lay pipe to slope gradients noted on drawings; with maximum variation from true slope of 1/8 inch in 10 feet.

C. Install backfill along sides and over top of pipe. Provide backfill over top of pipe to minimum compacted thickness of 12 inches, compacted to a minimum of 95 percent of maximum dry density.

D. Refer to Specification Section 31 23 33 for Trenching Requirements. Do not displace or damage pipe when compacting.

E. The compaction of the backfill material along the sides and one foot above the pipe shall be done with hand tampers or equal to protect the pipe.

3.5 INSTALLATION OF CATCH BASINS

A. Form bottom of excavation clean and smooth to correct elevation.

B. Form and place cast in place concrete base with provisions for storm drainage pipe end sections.

C. Level top surface of concrete base to receive shaft sections.

D. Establish elevations and pipe inverts for inlets and outlets as indicated on drawings.

E. Compact top 12" of native materials below the bottom of catch basins and manholes to minimum 95 percent of maximum dry density.

3.6 FIELD QUALITY CONTROL

A. Inspection and testing shall be performed by the District’s representative.

B. Request inspection prior to and immediately after placing backfill cover over pipe.

C. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to the District.

3.7 PROTECTION

A. Protect pipe and backfill cover from damage or displacement until backfilling operation is in progress.

B. Organization and mobilization of the Contractor’s forces.

C. Transporting construction equipment to the Jobsite and setting up of same.

D. Transporting various tools, materials, and equipment to the Jobsite.

E. Erection of temporary buildings and facilities as required for field offices, staging, storage, and construction operations.

END OF SECTION 33 40 00