PROJECT MANUAL

PROJECT/CONTRACT NUMBER: 26-B04-08

CONSTRUCTION OF THE CUPERTINO UNION SCHOOL DISTRICT (CUSD) WALK-IN COOLER & FREEZER PROJECT @ CUPERTINO AND KENNEDY MIDDLE SCHOOLS

CUPERTINO UNION SCHOOL DISTRICT

August 29, 2025

DUE DATE: October 3, 2025 @ 1:30 P.M.

DOCUMENT 00 01 10

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LIST OF SCHEDULES

Task Name	Start	Finish
Bidding Phase	August 29, 2025	October 3, 2025
Bid Walk	Sept. 10, 2025 @ 9:00am	Sept. 10, 2025
Last Day for Questions		Sept. 26, 2025 @ 2:00pm
Project Bids Due		October 3, 2025 @ 1:30pm
Construction Phase		
Notice to Proceed	October 24, 2025	
Construction	October 27, 2025	May 31, 2026

END OF DOCUMENT

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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Cupertino Union School District ("District") will receive sealed bids for the following project, Bid No. **26-B04-08**, Bid Package ("Project" or "Contract"):

   Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

2. The Project consists of:

   Construction of the Cupertino Union School District (CUSD) Walk-In Cooler and Freezer Project for the following middle schools as indicated in Contract documents.

   Cupertino MS (Walk-in Freezer), 1650 S. Bernardo Ave., Sunnyvale, CA 94087
   Kennedy MS (Walk-in Cooler), 821 Bubb Rd., Cupertino, CA 95014

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

   B-General Building Contractor and C-38 (Refrigeration), and/or C38 can be subcontractor to B-General Building Contractor

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

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on or after August 29, 2025, for review at the District Facility Modernization Office, Door 10, 10301 Vista Drive, Cupertino, CA and may be downloaded from the District's website. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:
   Construction Bidboard, Dodge Data & Analytic, Marin Builders Association, San Francisco Builders Exchange, Bay Area Builders Exchange, Peninsula Builders Exchange, Builders' Exchange of Santa Clara County, CMD Group

6. Contract Documents are also available for purchase at ARC Planwell, San Jose, CA, at a cost paid by the prospective bidder. Please call San Jose ARC – Planwell at 408-295-5770 or visit www.e-arc.com/location/santa-clara/ for more information.

7. Sealed bids will be received until **1:30 p.m., October 3, 2025**, at the District Facility Modernization Office, Door 10, 10301 Vista Drive, Cupertino, CA, 95014 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

8. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder.

9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Cupertino Union School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

11. A mandatory prebid conference and site visit will be held on **September 10, 2025**, beginning at **9:00 am**. at Cupertino MS, 1650 S. Bernardo Ave., Sunnyvale. From there the prebid site visit will proceed to Kennedy MS, 821 Bubb Road, Cupertino. All participants are required to sign in at the flagpole at both sites. The site visit is expected to take approximately two hours. Failure to attend or tardiness will render bid ineligible.

12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

16. The District's Board has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code section 3400(c).) A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s): Not applicable

17. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

    A. The base bid amount only.

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

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

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

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

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

Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.

3. The District has prequalified bidders pursuant to Public Contract Code section 20111.5. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered.

4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.

   a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

   b. Bids must be submitted to the District Facility Modernization Office, Door 10, 10301 Vista Drive, Cupertino, CA by date and time shown in the Notice to Bidders.

   c. Bids must contain all documents as required herein.

5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.

6. Bids will be opened at or after the time indicated for receipt of bids.

7. Bidders must submit bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

    a. Bid Bond on the District's form, or other security.

    b. Designated Subcontractors List.

    c. Site Visit Certification.

    d. Non-Collusion Declaration.

11. Bidders must submit with their bids a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.

12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.

14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

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

(1) The subcontractor is registered prior to the bid opening.

(2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.

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

18. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site,

locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;

e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.

(1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such

information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

(2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

(1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

(2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

(3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to

the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.

b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.

d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

20. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

21. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Dana Ino, Director, Business Operations ino_dana@cusdk8.org. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at https://www.cusdk8.org/departments/purchasing/bid-opportunities. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

22. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

23. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

24. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

25. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

26. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

27. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

28. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

    a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

    b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

    c. The protest must refer to the specific portions of all documents that form the basis for the protest.

        (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

        (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

            (i) The subcontractor is registered prior to the bid opening.

            (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

29. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.

a. Agreement: To be executed by successful Bidder.

b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.

c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Drug-Free Workplace Certification.

i. Tobacco-Free Environment Certification.

j. Drug and Alcohol-Free Schools Certification.

k. Hazardous Materials Certification.

l. Lead-Based Materials Certification.

m. Imported Materials Certification.

n. Criminal Background Investigation/Fingerprinting Certification.

o. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

30. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

31. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

32. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race,

religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

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

END OF DOCUMENT

DOCUMENT 00 21 13.1

BIDDER INFORMATION AND FORMS

Prequalification in compliance with Public Contract Code section 20111.5 is required for this project. The District's prequalification process and application is done online and is available at www.qualitybidders.com. Contractor must submit applications for prequalification by **September 19, 2025**, and need to be qualified by **September 26, 2025** in order to submit a bid.

END OF DOCUMENT

DOCUMENT 00 31 19

EXISTING CONDITIONS

1. Summary

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

2. Reports and Information on Existing Conditions

a. Documents providing a general description of the Site and conditions of the Work may have been collected by the Cupertino Union School District ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.

b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.

c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.

d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.

e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:

(1) Original Construction Drawings.

3. Use of Information

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

b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.

c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.

e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

4. Investigations/Site Examinations

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

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

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

To: Governing Board of the Cupertino Union School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 26-B04-08, for the following project known as:

Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

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

_____ dollars $ _____
A. BASE CONSTRUCTION & INSTALLATION

_____ dollars $ _____
B. COST OF COOLER/FREEZER

_____ dollars $ _____
C. 10% CONTINGENCY (A+B)

_____ dollars $ _____
D. BASE BID (A+B+C+D) All labor, materials, services and equipment necessary for completion of the work.

Additive/Deductive Alternates:

Alternate #1

_____ dollars $ _____
Additive/Deductive

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

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

   SCHEDULE OF UNIT PRICES

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

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

2. **Allowance**. The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	**Allowance Value**
Total Allowance Value	

   The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid.

   The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused

portion thereof shall be deducted from the Contract Price to the benefit of the District.

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

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

8. The following documents are attached hereto:

   - Bid Bond on the District's form or other security
   - Designated Subcontractors List
   - Site Visit Certification
   - Non-Collusion Declaration

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

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

10. Bidder acknowledges that the license required for performance of the Work is a B-General Building Contractor and C-38 (Refrigeration), and/or C-38 can be subcontractor to B-General Building Contractor.

11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

14. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

[SIGNATURE ON FOLLOWING PAGE]

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class:_____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned,_____, as Principal ("Principal"),

and _____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Cupertino Union School District ("District") of Santa Clara County, State of California, as Obligee, in an amount equal to **ten percent (10%) of the Base Bid** plus alternates, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools ("Project" or "Contract").

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

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

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

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

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

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 43 36

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

PROJECT: **Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools**

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

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

PROJECT: **Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools**

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

1.

2.

3.

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

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

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

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

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

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between the Cupertino Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

DOCUMENT 00 45 46.01

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between the Cupertino Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between the Cupertino Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

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

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between the Cupertino Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.05

DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between the Cupertino Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

I acknowledge that I am aware of the District's policy regarding drug and alcohol-free schools, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to possess, use or sell:

1. Any substance which may not lawfully be possessed, used, or sold in California.

2. Cannabis or cannabis products (Health and Safety Code, § 11362.3; 21 USC §§ 812, 844).

3. Alcohol beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code section 25608.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.07

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between Cupertino Union School District ("District") and _____("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

6. Contractor has read and understood the document titled, "Hazardous Materials Procedures & Requirements" and shall comply with all the provisions outlined therein.

7. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.08

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between the Cupertino Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

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

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

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

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

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

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

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

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

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

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

4. Contractor's Liability

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

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

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

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

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

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.09

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between the Cupertino Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.10

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: **26-B04-08** between the Cupertino Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

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

Name: _____

Title: _____

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

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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

END OF DOCUMENT

DOCUMENT 00 45 49

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

Date Submitted (for Updates): _____

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

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

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

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 90

POST BID INTERVIEW

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 REQUIRED ATTENDANCE

A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.

B. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.

C. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

1.03 POST BID INTERVIEW PROCEDURE

A. The Construction Manager will review the Bid with the attendees.

B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:

(1) Insurance

(2) Bonding

(3) Addenda

(4) Pre-Bid Clarifications

(5) Scope of Work

(6) Bid Packages Descriptions

(7) Bid Alternates

(8) Contract Plans

(9) Contract Specifications

(10) Project Schedule and Schedule Requirements

(11) Critical Dates Requirement for Other Bid Packages

(12) Prevailing Wage Requirements

(13) Liquidated Damages

(14) Required Documentation for Contract Administration

(15) Contract Coordination Requirements

1.04 POST BID INTERVIEW DOCUMENTATION

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

POST BID INTERVIEW

CONSTRUCTION MANAGER

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

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS:

A. Present

_____ CONTRACTOR	_____ CONTRACTOR
_____	_____
_____ [CM]	_____ [CM]

II. PROPOSED CONTRACT:

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

A. Do you acknowledge submission of a complete and accurate bid? Yes No

B. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? Yes No

C. Do you acknowledge the requirements for the escrow of bid documents? Yes No

D. Are you comfortable with your listed subcontractors? Yes No

IV. CONTRACTUAL REQUIREMENTS:

A. Do you understand you are a prime contractor? Yes No

B. Can you meet specified insurance requirements? Yes No

1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? Yes No

2. Are you requesting that the District accept an Excess Liability Insurance Policy to meet the policy limit? Yes No

3. Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? Yes No

C. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? Yes No

1. Cost for bonds: _____% Yes No

2. Is the cost of your bonds in your base bid? Yes No

3. Is your surety licensed to issue bonds in California? Yes No

D. Do you understand the fingerprinting requirements? Yes No

E. Is it understood that all workers must be paid prevailing wage? Yes No

F. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? Yes No

V. SCOPE OF WORK:

A. Acknowledged Receipt of Addenda #1-__ Yes No

B. Are the costs for addenda items included in your bid? (if applicable) Yes No

C. Do you have a complete understanding of your Scope of Work under the proposed Agreement? Yes No

D. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? Yes No

If yes, please identify them.

1. _____

_____

2. _____

_____

3. _____

_____

Is (are) there additional cost(s) for the above item(s)? Yes No

E. Is the cost for allowance included in your bid? Yes No

F. Have you reviewed bid alternative(s) #1-___? (if applicable) Yes No

G. Are the costs for bid alternatives included in your bid? Yes No

H. Are the plans and specifications clear and understandable to your satisfaction? Yes No

I. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No

VI. SCHEDULE:

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

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

2. Can you meet the submittal deadline? Yes No

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

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

_____

_____

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

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

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

VII. EXECUTION OF WORK

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

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

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

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

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

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

IX. CONTRACTOR

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

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

[Company Name]

_____

Signature _____ Title: _____

Date: _____

X. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW
Number of Pages: _____
Date of Document: _____

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

_____
(Address)

From: Governing Board ("Board") of the Cupertino Union School District ("District")

Re: Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools, Project No. 26-B04-08 ("Project").

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

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

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

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

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

a. Agreement: To be executed by successful Bidder. District may require Contractor to submit up to three (3) copies, each bearing an original signature.

b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.

c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Drug-Free Workplace Certification.

i. Tobacco-Free Environment Certification.

j. Drug and Alcohol-Free Schools Certification.

k. Hazardous Materials Certification.

l. Lead-Based Materials Certification.

m. Imported Materials Certification.

n. Criminal Background Investigation/Fingerprinting Certification.

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

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

CUPERTINO UNION SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

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

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

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

Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools ("Project" or "Contract" or "Work")

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

2. The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. Interpretation of Contract Documents: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Contract shall be completed by October 31, 2025, as specified in the District's Notice to Proceed.

5. **Completion - Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of one thousand dollars ($1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

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

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

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

7. **Loss Or Damage**: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost

profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds**: Prior to issuance of the Notice to Proceed by the District, or, only in the event no Notice to Proceed is issued, prior to the date Contractor first furnishes work on the Project, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

10. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

11. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.

12. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

13. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type B & C-38 Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

14. **Registration as Public Works Contractor**: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.

15. **Payment of Prevailing Wages**: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

16. **Labor Compliance Monitoring and Enforcement**: This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall

perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

17. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ Dollars

($_____),

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

18. **No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

19. **Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

20. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. **Authority of Signatories**: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]	**CUPERTINO UNION SCHOOL DISTRICT**
_____	_____
By: _____	By: _____
Title: _____	Title: _____

NOTE: If the Contractor executing this Contract is a corporation, the Contractor shall furnish to District satisfactory evidence of the authority of the officer signing on behalf of the corporation.

END OF DOCUMENT

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: _____, 20___

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

PROJECT/CONTRACT NO.: 26-B04-08 between the Cupertino Union School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _ _____, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is October 31, 2025.

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

a. Contractor's preliminary schedule of construction.

b. Contractor's preliminary schedule of values for all of the Work.

c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.

d. Contractor's Safety Plan specifically adapted for the Project.

e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work.

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

CUPERTINO UNION SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 56 00

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.

b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.

c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.

d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.

e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.

f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.

b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of reflecting Contractor's

contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.

b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. All labor rates must be broken down to specify any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.

c. All costs shall be identified. For bid items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".

b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.

c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

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

a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.

b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:

(1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.

(2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.

(3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an

additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.

(4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

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

END OF DOCUMENT

DOCUMENT 00 57 00

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

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20___, by and between the Cupertino Union School District ("District"), whose address is 10301 Vista Drive, Cupertino, California 95014, and _____ ("Contractor"), whose address is _____ , and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:

   ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No: **26-B04-08** entered into between District and Contractor for the _____ _____ Project, in the amount of _____ Dollars ($_____) dated, _____, 20_____, (the "Contract"); **or**

   ☐ On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

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

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

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

3. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor $_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.

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

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

7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

On behalf of District:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Construction of the Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

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

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

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

_____

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

- Promptly perform all the work required to complete the Project; and

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

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

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly

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

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

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

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

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

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

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

DOCUMENT 00 61 13.16

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

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

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

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

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of

the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 63 40

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

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

Bid No.: 26-B04-08

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

Owner Name, Address, Telephone:

_____
_____
_____

Contractor Name, Address, Telephone:

_____
_____
_____

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

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

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

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

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

Signatures:

DISTRICT: CUPERTINO UNION SCHOOL DISTRICT Date: _____ By:_____ [Print Name and Title here]	**CONTRACTOR:** _____ Date: _____ By:_____ [Print Name and Title here]
ARCHITECT: _____ Date: _____ By:_____ [Print Name and Title here]	**PROJECT INSPECTOR:** _____ Date: _____ By:_____ [Print Name and Title here]

END OF DOCUMENT

DOCUMENT 00 63 47

DAILY FORCE ACCOUNT REPORT

From: Contractor
[Name/Address]

To: Owner
[Name/Address]

Project: Construction of the Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

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

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

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

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): $_____

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

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): $_____

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

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): $_____

Complete based on information reported above.

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

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

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

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

SUBMITTED BY:		**REVIEWED BY:**	
Contractor:		District:	
[Name]	Date	[Name]	Date

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

END OF DOCUMENT

DOCUMENT 00 63 57

PROPOSED CHANGE ORDER FORM

Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

PCO NO.:

Project: Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools
Bid No.: 26-B04-08
RFI #: _____

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

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

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

	WORK PERFORMED OTHER THAN BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add overhead and profit for any and all tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d)		
(f)	**Subtotal**		
(g)	**Add General Conditions** (if Time is Compensable) (attach supporting documentation)	0	0
(h)	**Subtotal**		
(i)	**Add Overhead and Profit for Contractor**, not to exceed five percent (5%) of Item (h)		
(j)	**Subtotal**		
(k)	**Add Bond and Insurance**, not to exceed two and one-half percent (2.5%) of Item (j)		
(l)	**TOTAL**		
(m)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

	WORK PERFORMED BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Add General Conditions** (if Time is Compensable) (attach supporting documentation)	0	0
(e)	**Subtotal**		
(f)	**Add Overhead and Profit for Contractor**, not to exceed fifteen percent (15%) of Item (e)		
(g)	**Subtotal**		
(h)	**Add Bond and Insurance**, not to exceed two and one-half percent (2.5%) of Item (g)		
(i)	**TOTAL**		
(j)	**Time** (zero unless indicated; "TBD" not permitted)	**____ Calendar Days**	

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

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

SUBMITTED BY:

Contractor:

_____ _____

[Name] Date

END OF DOCUMENT

DOCUMENT 00 63 63

CHANGE ORDER FORM

Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

CHANGE ORDER NO.:

CHANGE ORDER

Project: Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools
Bid No.: 26-B04-08

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

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

Owner: _____
[Name / Address]
_____
_____

Contractor: _____
[Name / Address]
_____
_____

Architect: _____
[Name / Address]
_____
_____

Project Inspector: _____
[Name / Address]
_____
_____

Reference	**Description**	**Cost**	**Days Ext.**
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	$	

Contract time will be adjusted as follows: Previous Completion Date: [Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: [Date]	Original Contract Amount:	$
	Amount of Previously Approved Change Order(s):	$
	Amount of this Change Order:	$
	Contract Amount:	$

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

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

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

Signatures:

District:		Contractor:	
[Name]	Date	[Name]	Date
Architect:		Project Inspector:	
[Name]	Date	[Name]	Date

END OF DOCUMENT

DOCUMENT 00 65 19.26

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: 25-B13-13 ("Contract" or "Project") in the County of Santa Clara, California; and

WHEREAS, the Work under the Contract was completed on _____.

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

AGREEMENT AND RELEASE

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

   Original Contract Sum $_____

   Modified Contract Sum $_____

   Payment to Date $_____

   Liquidated Damages $_____

   Payment Due Contractor $_____

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

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

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

Claim No.	Description of Claim	Amount of Claim	Date Claim Submitted
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____

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

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

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

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

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

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

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

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

CUPERTINO UNION SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 65 36

GUARANTEE FORM

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

PROJECT: Construction of the CUSD Walk-In Cooler/Freezer Project @ Cupertino and Kennedy Middle Schools

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.25 DSA: Division of the State Architect.

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

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

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

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

1.1.30 Plans: See **Drawings**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.50 State: The State of California.

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

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

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

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

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

1.2 Laws Concerning the Contract; Venue

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

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

1.3 No Oral Agreements

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

1.4 No Assignment

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

1.5 Notice and Service Thereof

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

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

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

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

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

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

1.6 No Waiver

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

1.7 Substitutions for Specified Items

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

1.8 Materials and Work

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

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

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

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

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

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

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

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

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

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

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until

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

1.8.10 [RESERVED]

2. [RESERVED]

3. ARCHITECT

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

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

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

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

4. CONSTRUCTION MANAGER

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

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the

Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

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

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

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

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

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

5.2 Tests and Inspections

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

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify

the District's representative a sufficient time in advance of its readiness for required observation or inspection.

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

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

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

5.3 Costs for After Hours and/or Off Site Inspections

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

6. CONTRACTOR

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

6.1 Status of Contractor

6.1.1 Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which

District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

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

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

6.1.4 Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

6.1.5 [RESERVED]

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

6.1.7 [RESERVED]

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

6.2 Project Inspection Card(s)

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

6.3 Contractor's Supervision

6.3.1 During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who

are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

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

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

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

6.4 Duty to Provide Fit Workers

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

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

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

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

serious felony, as defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

6.5 Field Office

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

6.6 Purchase of Materials and Equipment

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

6.7 Documents on Work

6.7.1 Contractor shall at all times keep on the Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports.

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

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

6.7.2.1.7 A complete list of all materials, supplies, and equipment delivered on that day.

6.7.2.1.8 A complete list of all inspections and tests performed on that day.

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

6.8 Preservation of Records

Contractor shall maintain, and District shall have the right to inspect, Contractor's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

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

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

6.9.3 Contractor and all Subcontractors shall take all field dimensions required in performance of the Work and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design

professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

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

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

6.10 Notifications

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

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

6.11 Obtaining of Permits, Licenses and Registrations

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

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

6.11.2.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment

in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

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

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

6.12 Royalties and Patents

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

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

6.13 Work to Comply With Applicable Laws and Regulations

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

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

6.13.1.2 National Board of Fire Underwriters' Regulations

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

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

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

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

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

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

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

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

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

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

6.13.5 [RESERVED]

6.14 Safety/Protection of Persons and Property

6.14.1 The Contractor will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the

Work. This requirement will apply continuously and not be limited to normal working hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.15 Working Evenings and Weekends

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

6.16 Cleaning Up

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

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

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

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

6.17 No Relief from Obligations Based on Review by Other Persons

6.17.1 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

7. SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. OTHER CONTRACTS/CONTRACTORS

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

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

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

Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

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

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

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

9. DRAWINGS AND SPECIFICATIONS

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

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

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

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

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

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

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

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

9.9 Ownership of Drawings

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

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

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

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

10.1.1 Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.1.1 Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction

Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

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

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

10.1.1.2.1 Divided into at least the following categories:

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

10.1.1.2.2 And also divided by each of the following areas:

10.1.1.2.2.1 Site work;
10.1.1.2.2.2 By each building;
10.1.1.2.2.3 By each floor.

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

10.1.1.2.3.1 Mobilization and layout combined to equal not more than 1%;

10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than 3%;

10.1.1.2.3.3 Bonds and insurance combined to equal not more than 2.5%.

10.1.1.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than 3%.

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

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

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

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

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

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

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

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

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

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

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

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

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

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

10.2 Monthly Progress Schedule(s)

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

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

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

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

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

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

10.3 Material Safety Data Sheets (MSDS)

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

10.4 Submittals

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

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

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

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

11.2 Soils Investigation Report

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

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

11.3 Access to Work

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

11.4 Layout and Field Engineering

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

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

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that

are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

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

11.8 Regional Notification Center

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

11.9 Existing Utility Lines

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

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

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

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

11.10 Notification

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

11.11 Hazardous Materials

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

11.12 No Signs

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

12. TRENCHES

12.1 Trenches Greater Than Five Feet

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

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but

in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

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

12.4 No Excavation without Permits

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

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

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

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

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

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

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

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

13. INSURANCE AND BONDS

13.1 Insurance

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

13.1.1 Commercial General Liability and Automobile Liability Insurance

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

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

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

13.1.2 Excess Liability Insurance

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

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, its trustees, employees, and agents, the State, Construction Manager(s), Program Manager(s), and

Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

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

13.1.4 Workers' Compensation and Employers' Liability Insurance

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

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

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

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

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

laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

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

13.1.6.2 Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

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

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

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

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

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

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

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

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

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

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

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

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

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

to the effective date of this Agreement, or the start of Work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the District for review.

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

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

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

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

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13.1.8 Insurance Policy Limits

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

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

13.1.8.2 If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

13.2 Contract Security - Bonds

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

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

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

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

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

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

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

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

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

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

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

14.2 Indemnity and Defense

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

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If a conflict-of-interest bars joint representation of Contractor and Indemnitees, District shall have the right to select its own counsel, subject to Contractor's reasonable right of rejection. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Even if the Contractor assumes the defense of the District with acceptable counsel, the District, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Contractor of any of its obligations hereunder. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to

timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

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

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

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

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

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

15. TIME

15.1 Notice to Proceed

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

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that

Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

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

15.2 Computation of Time / Adverse Weather

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

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

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

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

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

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

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

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

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

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training

and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

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

15.3.3 No Work during State Testing

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

15.4 Progress and Completion

15.4.1 Time of the Essence

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

15.4.2 No Commencement Without Insurance or Bonds

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

15.5 Schedule

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

15.6 Expeditious Completion

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

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

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

16.2 Excusable Delay

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

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

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

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

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

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

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

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

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its

drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

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

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

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

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

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

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

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

16.3.4.1 Actually incurred performing the Work;

16.3.4.2 Not compensated by the Markup allowed; and

16.3.4.3 Directly result from the extended Contract Time.

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

16.4 Force Majeure

"Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full

particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. No obligation that arose before the Force Majeure event that could and should have been fully performed before such Force Majeure event is excused as a result of such Force Majeure event.

16.5 Float or Slack in the Schedule

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

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

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

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be

fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

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

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

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

17.2 Architect Authority

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

17.3 Price Request

17.3.1 Definition of Price Request

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

17.3.2 Scope of Price Request

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

17.4 Change Orders

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

17.4.1.1 A description of a change in the Work;

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

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

17.5 Proposed Change Order

17.5.1 Definition of Proposed Change Order

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

17.5.2 Changes in Contract Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.5.3 Changes in Time

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

17.5.4 Allowances

If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work. If Allowance was included in Contract

Price before mark-up ("above the line"), Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive unless Allowance was included in the Contract Price after mark-up ("below the line"). Allowance will only be treated as "below the line" if shown in the Bid Documents and the Bid Documents are escrowed.

Any unused portion of the Allowance, and related mark-up if Allowance was included above the line, will revert to the District documented by a deductive Change Order. Contractor authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

17.5.5 Unknown and/or Unforeseen Conditions

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

17.5.6 Time to Submit Proposed Change Order

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

17.5.7 Proposed Change Order Certification

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

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled

to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

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17.6 Format for Proposed Change Order

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

	WORK PERFORMED OTHER THAN BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add Overhead and Profit for any and all Tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d)		
(f)	**Subtotal**		
(g)	**Add General Conditions Cost** (if Time is Compensable) (attach supporting documentation)	0	0
(h)	**Subtotal**		
(i)	**Add Overhead and Profit for Contractor**, not to exceed five percent (5%) of Item (h)		
(j)	**Subtotal**		
(k)	**Add Bond and Insurance**, not to exceed two and one-half percent (2.5%) of Item (j)		
(l)	**TOTAL**		
(m)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

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	WORK PERFORMED BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Add General Conditions Cost** (if Time is Compensable) (attach supporting documentation)	0	0
(e)	**Subtotal**		
(f)	**Add Overhead and Profit for Contractor**, not to exceed fifteen percent (15%) of Item (e)		
(g)	**Subtotal**		
(h)	**Add Bond and Insurance**, not to exceed two and one-half percent (2.5%) of Item (g)		
(i)	**TOTAL**		
(j)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

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

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

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

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

17.6.6 General Conditions Cost. The phrase "General Conditions Cost" shall mean, other than expressly limited or excluded herein, the costs of Contractor during the construction phase, including but not limited to: payroll costs for project

manager for Work conducted at the Site, payroll costs for the superintendent and full-time general foremen, workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor or Subcontractors, and fees for permits and licenses.

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

17.7 Change Order Certification

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

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

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

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

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

17.8 Determination of Change Order Cost

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

17.8.1.1 District acceptance of a PCO;

17.8.1.2 By unit prices contained in Contractor's original bid;

17.8.1.3 By agreement between District and Contractor.

17.8.2 Mark-up for overhead and profit and bonds and insurance shall be based on the net increase or decrease to the Contract Price; Contractor shall not split Change Orders to artificially increase markup and/or decrease credit.

17.9 Deductive Change Orders

District reserves the right to unilaterally reduce the scope of Work or perform work with other forces or its own forces. All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of ten percent (10%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.10 Addition or Deletion of Alternate Bid Item(s)

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

17.11 Discounts, Rebates, and Refunds

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

17.12 Construction Change Directives

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

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

17.13 Force Account Directives

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

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

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

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

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

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

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

17.14 Accounting Records

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

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein including, without limitation, Article 25 Claims Process provisions. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

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

17.17 Alteration to Change Order Language

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

17.18 Failure of Contractor to Execute Change Order

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

18. REQUEST FOR INFORMATION

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

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

19. PAYMENTS

19.1 Contract Price

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

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required by District, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1 The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2 The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3 The balance that will be due to each of such entities after said payment is made;

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

19.2.1.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment

were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

19.2.1.1.1.15 The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

19.2.1.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

19.2.1.1.1.16.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

19.2.1.1.2 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 <u>Prerequisites for Progress Payments</u>

19.2.2.1 <u>First Payment Request</u>: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3 No Waiver of Criteria: Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after

receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2 The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 The Contractor shall not be entitled to have any payment requests processed or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.2.3 If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

19.4.1.3 Written notice to withhold payment from Contractor by payment and/or performance bond surety(ies).

19.4.1.4 Liquidated damages assessed against the Contractor.

19.4.1.5 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

19.4.1.6 Damage to the District or other contractor(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data

and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Contractor to maintain As-Built Drawings.

19.4.1.11 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.16 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.18 Failure to properly maintain or clean up the Site.

19.4.1.19 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.20 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.21 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.24 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings and Record Specifications

20.2.2.2.1 Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

20.2.2.2.2 Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver to the District corrected sepias and data storage device acceptable to District with AutoCAD file.

20.2.2.2.3 Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.3 Construction Storm Water Permit, if applicable

Contractor shall submit to District all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

20.2.2.4 Spare Parts and Maintenance Manuals:

20.2.2.4.1 Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

20.2.2.4.2 Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.5 Instruction of District Personnel:

20.2.2.5.1 Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

20.2.2.5.2 For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.

20.2.2.5.3 Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.5.4 Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

20.2.2.5.5 Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.6 Source Programming: Contractor shall provide all source programming for all items in the Project.

20.2.2.7 Verified Reports: Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein and maintain the presence of a Project superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Replace filters of operating equipment.

20.3.3.1.6 Painting and special finishes complete.

20.3.3.1.7 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.8 Tops and bottoms of doors sealed.

20.3.3.1.9 Floors waxed and polished as specified.

20.3.3.1.10 Carpeted and soft surfaces vacuumed.

20.3.3.1.11 Broken glass replaced and interior and exterior glass and all surfaces exposed to view cleaned.

20.3.3.1.12 Equipment and fixtures cleaned to a sanitary condition.

20.3.3.1.13 Grounds cleared of Contractor's equipment, raked clean of debris, and remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

20.3.3.1.14 Site cleaned, paved areas swept, and clean landscaped surfaces raked.

20.3.3.1.15 Roofs, gutters, down spouts, and drainage systems cleaned of debris.

20.3.3.1.16 Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

20.3.3.1.17 Temporary labels, tape, stains, and foreign substances removed, transparent and glossy surfaces polished,

20.3.3.1.18 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.19 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses

any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims Process provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work

under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 District's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 <u>Notification of Termination</u>

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.2.2.5 In the alternative, the District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract and/or the Contractor's right to perform the work of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.2.3 In the event of a termination for cause, if the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.2.4 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, effective as of the same date as the purported termination for cause, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

24.3 Termination of Contractor for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 If Contractor objects to the termination for convenience, including disagreement on the actual cost due Contractor, the District retains the right to all the options available to the District under a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.4 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 Suspension of Work

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor’s failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputes

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever, then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for a Dispute is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to

the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

The Parties may mutually agree in writing to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. Absent prior mutual waiver, Contractor shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104, et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure

to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.5.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.5.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within forty-five (45) days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three

hundred seventy-five thousand dollars ($375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars ($50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.8.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the District’s written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the

Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Article and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

25.10.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.10.1.1 Personal injury, wrongful death or property damage claims;

25.10.1.2 Latent defect or breach of warranty or guarantee to repair;

25.10.1.3 Stop payment notices;

25.10.1.4 District's rights set forth in the Article on Suspension and Termination;

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

25.11.1 Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

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

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request or available online at http://www.dir.ca.gov/. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the

holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount up to two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set

forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars ($25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed on the Project and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

26.4.1.1.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 [RESERVED]

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she/they is employed, and shall be employed only at the work of the craft or trade to which he/she/they is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she/they is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 Shipments

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

DOCUMENT 00 73 13

SPECIAL CONDITIONS

1. Occupied Site

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

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

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

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

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

1.6 Work during Instructional Time. By submitting its bid, Contractor acknowledges that the Project may overlap with ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District. If Contractor cannot adequately minimize the disruption to District's satisfaction, District reserves the right to require that Contractor perform Work outside of school operation hours at no additional cost to District.

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

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

2. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

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

2.1.1 Name of Contractor

2.1.2 Name of Employee

2.1.3 Contractor's address and phone number

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

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

3. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

1.7.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

1.7.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

1.7.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.7.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

1.7.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

4. [RESERVED]

5. [RESERVED]

6. [RESERVED]

7. <u>Permits, Certificates, Licenses, Fees, Approvals</u>

7.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following: None

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

7.2 General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities

General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities does not apply to this Project.

8. As-Builts and Record Drawings

8.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of red-lined, full-size, large format printed hard copy set of plans.

8.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of high-resolution computer-aided design and drafting ("CADD") files in the following format: PDF.

9. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. Todd Shimada, Director, Maintenance, Operations, and Transportation is the Construction Manager for this Project.

10. Program Manager

Todd Shimada, Director, Maintenance, Operations, and Transportation is the Program Manager designated for the Project that is the subject of this Contract.

11. [Reserved]

DOCUMENT 00 73 56

HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

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

(2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in

Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of

the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:

(1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

(2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with all the applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 960l *et seq*.).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

DOCUMENT 01 25 13

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. Instructions to Bidders;

B. General Conditions, including, without limitation, Substitutions For Specified Items; and

C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.

B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.

C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District’s Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.

D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:

(1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

(2) Within 35 days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.

E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.

F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.

G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.

H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 26 00

CHANGES IN THE WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT

DOCUMENT 01 31 19

PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions; and

B. Special Conditions.

1.02 PROGRESS MEETINGS:

A. Contractor shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.

B. Location: Contractor's field office.

C. The Contractor shall notify and invite the following entities ("Invitees"):

(1) District Representative.

(2) Contractor.

(3) Contractor's Project Manager.

(4) Contractor's Superintendent.

(5) Subcontractors, as appropriate to the agenda of the meeting.

(6) Suppliers, as appropriate to the agenda of the meeting.

(7) Construction Manager, if any.

(8) Architect

(9) Engineer(s), if any and as appropriate to the agenda of the meeting.

(10) Others, as appropriate to the agenda of the meeting.

D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.

E. The District representative, the Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes,

those exceptions shall be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

1.03 PRE-INSTALLATION/PERFORMANCE MEETING:

A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.

B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.

C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.

D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 32 13

SCHEDULING OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Summary of Work; and

D. Submittals.

1.02 SECTION INCLUDES

A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.

(1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").

(2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.

(3) Submit schedules and reports as specified in the General Conditions.

B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

1.03 CONSTRUCTION SCHEDULE

A. Within ten (10) days of issuance of the Notice to Proceed and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.

B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

C. Milestone Schedule:

ACTIVITY DESCRIPTION	**REQUIRED COMPLETION**
CONSTRUCTION STARTS	**OCTOBER 1, 2025**
FINAL PROJECT COMPLETION	**MARCH 31, 2026**

1.04 QUALIFICATIONS

A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.

(1) The written statement shall identify the individual who will perform CPM scheduling.

(2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.

(3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three-fourths (¾) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.

B. District reserves the right to approve or reject Contractor's scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

1.05 GENERAL

A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.

(1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.

(2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.

(3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to

have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.

C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.

(1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.

(2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.

D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.

F. Transmit each item under the form approved by District.

(1) Identify Project with District Contract number and name of Contractor.

(2) Provide space for Contractor's approval stamp and District's review stamps.

(3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

1.06 INITIAL CPM SCHEDULE

A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.

B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.

C. Initial CPM Schedule shall be time scaled.

D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.

E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.

(1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

(2) Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.

F. If, during the first ninety (90) days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

1.07 ORIGINAL CPM SCHEDULE

A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.

B. Progress Schedule shall include or comply with following requirements:

(1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.

(2) No activity on schedule shall have duration longer than fifteen (15) Work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.

(a) Activity durations shall be total number of actual Work days required to perform that activity.

(3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.

(4) District furnished materials and equipment, if any, identified as separate activities.

(5) Activities for maintaining Project Record Documents.

(6) Dependencies (or relationships) between activities.

(7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.

(a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.

(b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.

(8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.

(a) Include time for fabrication and delivery of manufactured products for the Work.

(b) Show dependencies between procurement and construction.

(9) Activity description: what Work is to be accomplished and where.

(10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.

(11) Resources required (labor and major equipment) to perform each activity.

(12) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.

(13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five percent (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to ten (10) days.

(14) Twenty (20) workdays for developing punch list(s), completion of punch list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.

(15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.

(16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.

(a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM

Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.

(b) Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.

(c) In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.

(d) Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.

(17) Activity durations shall be in Work days.

(18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.

C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.

(1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.

(2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:

(a) Clarifications of Contract Requirements.

(b) Directions to include activities and information missing from submittal.

(c) Requests to Contractor to clarify its schedule.

(3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

1.08 ADJUSTMENTS TO CPM SCHEDULE

A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.

(1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:

(a) Accept schedule and cost and resource loaded activities as submitted, or

(b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.

(2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.

(3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.

(4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.

(1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.

(2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.

(3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.

C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.

D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.

(1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.

(2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as-built" information by indicating when activities were actually started and completed.

B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.

(1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.

(2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.

(3) Contractor shall plan on the meeting taking no less than four (4) hours.

C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.

D. Within five (5) working days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.

(1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.

(2) If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall

have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

1.10 SCHEDULE REVISIONS

A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.

D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.

E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 RECOVERY SCHEDULE

A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.

B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.

C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.

D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.

B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.

D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

1.13 TIME EXTENSIONS

A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.

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

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under this Contract for cumulative effect of changes.

E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.

F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

1.14 SCHEDULE REPORTS

A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.

B. Required Reports:

(1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.

(2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.

(3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.

(4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.

(5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

(1) Activities by early start.

(2) Activities by late start.

(3) Activities grouped by Subcontractors or selected trades.

(4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

1.15 PROJECT STATUS REPORTING

A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.

B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:

(1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

(2) Progress made on critical activities indicated on CPM Schedule.

(3) Explanations for any lack of work on critical path activities planned to be performed during last month.

(4) Explanations for any schedule changes, including changes to logic or to activity durations.

(5) List of critical activities scheduled to be performed next month.

(6) Status of major material and equipment procurement.

(7) Any delays encountered during reporting period.

(8) Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.

(a) Actual resource shall be accumulated in field by Contractor and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.

(b) Contractor shall explain all variances and mitigation measures.

(9) Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.

(10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

A. Project name and Project number.

B. Contractor's name and address.

C. Weather, temperature, and any unusual site conditions.

D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.

E. Worker quantities for its own Work force and for Subcontractors of any tier.

F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.18 PERIODIC VERIFIED REPORTS

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;

B. Special Conditions.

1.02 SECTION INCLUDES:

A. Definitions:

(1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.

(2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.

(3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:

(1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.

(2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.

(3) Contractor shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.

(4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.

(5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.

(6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.

(7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Contractor-furnished equipment can be installed in allocated space. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.

(8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.

(9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

(1) Contractor shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.

(2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.

(3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.

(4) Contractor may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.

B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.

C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.

D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.

E. District shall not review Shop Drawings for quantities of materials or number of items supplied.

F. District's and/or Architect’s review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The District’s and/or Architect’s review of Shop Drawings is not to be construed as approving departures from Contract Documents.

G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.

H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work

contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

I. Submitted drawings and details must bear stamp of approval of Contractor:

(1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.

(2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.

K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

L. Shop Drawings must clearly delineate the following information:

(1) Project name and address.

(2) Specification number and description.

(3) Architect's name and project number.

(4) Shop Drawing title, number, date, and scale.

(5) Names of Contractor, Subcontractor(s) and fabricator.

(6) Working and erection dimensions.

(7) Arrangements and sectional views.

(8) Necessary details, including complete information for making connections with other Work.

(9) Kinds of materials and finishes.

(10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.

M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.

(1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.

(2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.

B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.

C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.

D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.

B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

(1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.

(2) Samples must show full range of texture, color, and pattern.

C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.

D. Samples to be shipped prepaid or hand-delivered to the District.

E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.

F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.

G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.

H. After a material has been approved, no change in brand or make will be permitted.

I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.

J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.

K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:

(1) Size: As Specified.

(2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.

B. One (1) copy of product or materials data will be returned to Contractor with the review status.

C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.

D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.

E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.

F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.

G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.

H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.

I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 35 13.23

SITE STANDARDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;

B. Special Conditions;

C. Drug-Free Workplace Certification;

D. Tobacco-Free Environment Certification;

E. Criminal Background Investigation/Fingerprinting Certification;

F. Temporary Facilities and Controls.

1.02 REQUIREMENTS OF THE DISTRICT:

A. Drug-Free Schools and Safety Requirements:

(1) All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

(2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.

(3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.

C. Disturbing the Peace (Noise and Lighting):

(1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

(2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.

(3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

(1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

(2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.

(3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.

(4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.

E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;

B. Special Conditions; and

C. Quality Control.

1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").

(1) California Building Standards Administrative Code, Part 1, Title 24, CCR.

(2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).

(3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).

(4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).

(5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

(6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).

(7) California Green Building Standards Code (CALGreen), Part 11, Title 24, CCR.

(8) California Referenced Standards Code, Part 12, Title 24, CCR.

(9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.

(10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:

(a) NFPA 13 - Automatic Sprinkler System.

(b) NFPA 14 - Standpipes Systems.

(c) NFPA 17A - Wet Chemical System

(d) NFPA 24 - Private Fire Mains.

(e) (California Amended) NFPA 72 - National Fire Alarm Codes.

(f) NFPA 253 - Critical Radiant Flux of Floor Covering System.

(g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.

(11) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:

(a) DSA IR A-6 — Construction Change Document Submittal and Approval Processes.

(b) DSA IR A-7 — Project Inspector Certification and Approval.

(c) DSA IR A-8 — Project Inspector and Assistant Inspector Duties and Performance.

(d) DSA IR A-12 — Assistant Inspector Approval.

(12) DSA Procedures ("DSA PR")

(a) DSA PR 13-01 – Construction Oversight Process

(b) DSA PR 13-02 – Project Certification Process

B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

(1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.

(2) Special inspections per Section 4-333(c).

(3) Deferred Approvals per section 4-317(g).

(4) Verified reports per Sections 4-336 & 4-343(c).

(5) Duties of the Architect & Engineers shall be per Sections 4-333(a) and 4-341.

(6) Duties of the Contractor shall be per Section 4-343.

(7) Duties of Project Inspector shall be per Section 4-334.

(8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.

(1) Contractor shall submit the following to Architect for review and endorsement:

(a) Product information on proposed material/system supplier.

(b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.

(c) All other requirements as may be required by DSA.

(2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.

(3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.

(4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 42 13

ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions;

B. Special Conditions.

1.02 DOCUMENT INCLUDES:

A. Abbreviations used throughout the Contract Documents.

B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	The Aluminum Association
2.	AABC	Associated Air Balance Council
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	ACI	American Concrete Institute
5.	AGA	American Gas Association
6.	AGC	Associated General Contractors of America
7.	AHC	Architectural Hardware Consultant
8.	AHRI	Air Conditioning, Heating, Refrigeration Institute
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AMCA	Air Movement and Control Association
14.	ANSI	American National Standards Institute
15.	APA	APA – The Engineered Wood Association
16.	ASA	Acoustical Society of America
17.	ASCE	American Society of Civil Engineers
18.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
19.	ASME	American Society of Mechanical Engineers
20.	ASTM	American Society of Testing and Materials International
21.	AWPA	American Wood Protection Association
22.	AWS	American Welding Society
23.	AWSC	American Welding Society Codes & Standards
24.	AWI	Architectural Woodwork Institute
25.	AWWA	American Water Works Association
26.	BIA	The Brick Industry Association
27.	BHMA	Builders Hardware Manufacturers Association

28.	CCR	California Code of Regulations
29.	CLFMI	Chain Link Fence Manufacturers Institute
30.	CRA	California Redwood Association
31.	CRSI	Concrete Reinforcing Steel Institute
32.	CS	Commercial Standards
33.	CSI	Construction Specifications Institute
34.	CTI	Cooling Technology Institute
35.	EMMA	Expanded Metal Lath Manufacturers Association
36.	FGIA	Fenestration and Glazing Industry Alliance
37.	FGMA	Flat Glass Manufacturers' Association
38.	FIA	Factory Insurance Association
39.	FM	Factory Mutual Global
40.	FS/FED SPEC	Federal Specification
41.	FTI	Facing Title Institute
42.	GA	Gypsum Association
43.	IAPMO	International Association of Plumbing and Mechanical Officials
44.	ICC	International Code Council
45.	IEEE	Institute of Electrical and Electronics Engineers
46.	IES	Illuminating Engineering Society
47.	MCAC	Mason Contractors Association of California
48.	MIMA	Mineral Wool Insulation Manufacturers Association
49.	MS/MIL SPEC	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NCMA	National Concrete Masonry Association
52.	NCSEA	National Council of Structural Engineers Associations
53.	NEC	National Electrical Code
54.	NEMA	National Electrical Manufacturers Association
55.	NIST	National Institute of Standards and Technology
56.	NSI	Natural Stone Institute
57.	NTMA	National Terrazzo and Mosaic Association, Inc.
58.	ORS	Office of Regulatory Services (California)
59.	OSHA	Occupational Safety and Health Act
60.	PCI	Precast/Prestressed Concrete Institute
61.	PCA	Portland Cement Association
62.	PCA	Painting Contractors Association
63.	PDI	Plumbing & Drainage Institute
64.	PEI	Porcelain Enamel Institute, Inc.
65.	PG&E	Pacific Gas & Electric Company
66.	PS	Product Standards
67.	SDI	Steel Door Institute; Steel Deck Institute
68.	SJI	Steel Joist Institute
69.	SSPC	Society for Protective Coatings
70.	TCNA	Tile Council of North America, Inc.
71.	TPI	Truss Plate Institute
72.	UBC	Uniform Building Code
73.	UL	Underwriters Laboratories Code
74.	UMC	Uniform Mechanical Code
75.	USDA	United States Department of Agriculture
76.	VI	Vermiculite Institute
77.	WCLIB	West Coast Lumber Inspection Bureau

78.	WDMA	Window and Door Manufacturers Association
79.	WEUSER	Western Electric Utilities Service Engineering Requirements
80.	WIC	Woodwork Institute of California

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 42 16

DEFINITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions;

B. Special Conditions.

1.02 QUALITY ASSURANCE

A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.

B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.

C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.

D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.

E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and/or the Architect before proceeding.

F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.

G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT

DOCUMENT 01 42 19

REFERENCES

PART 1 - GENERAL

1.01 SCHEDULE OF REFERENCES:

The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	The Aluminum Association 1400 Crystal Drive, Suite 430 Arlington, VA 22202 www.aluminum.org	703/358- 2960

AABC	Associated Air Balance Council 1015 18th St. NW Suite 603 Washington, D.C. 20036 www.aabc.com	202/737-0202

AASHTO	American Association of State Highway and Transportation Officials 555 12th St. NW - Suite 1000 Washington, DC 20004 www.transportation.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists 1 Davis Drive Durham, NC 27713-2839 www.aatcc.org	919/549-8141

ACA	American Coatings Association 901 New York Ave., NW, Suite 300 West Washington, DC 20001 www.paint.org	202/462-6272
ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331-3439 www.concrete.org	248/848-3800
ACPA	American Concrete Pipe Association 5605 N. MacArthur Blvd., Suite 340 Irving, TX 75038 www.concrete-pipe.org	972/506-7216
ADC	Air Duct Council 1300 Summer Ave. Cleveland, OH 44115 www.flexibleduct.org	216/241-7333
AF&PA	American Forest and Paper Association 601 Thirteenth Street NW, Suite 1000 NWashington, DC 20005 www.afandpa.org	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW, Suite 450 Washington, DC 20001 www.aga.org	202/824-7000
AGC	Associate General Contractors of America 2300 Wilson Blvd., Suite 300 Arlington, VA 22201 www.agc.org	703/548-3118
AHA	American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067 http://domensino.com/AHA/default.htm	847/934-8800

AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org	866/540-9577
AIA	The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org	800/242-3837
AISC	American Institute of Steel Construction 130 East Randolph Street, Suite 2000 Chicago, IL 60601 www.aisc.org	312.670.2400
AISI	American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001 www.steel.org	202/452-7100
AITC	American Institute of Timber Construction 1010 South 336th Street, #210 Federal Way, WA 98003-7394 https://www.plib.org/aitc/	253/835-3344
ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 www.assoc-labs.com	214/565-0593
ALSC	American Lumber Standards Committee, Inc. 7470 New Technology Way, Suite F Frederick, MD 21703 www.alsc.org	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004 www.amca.org	847/394-0150
AMPP (formerly SSPC)	Association for Materials Protection and Performance (merger of Society for Protective Coatings and National Association of Corrosion Engineers International) (formerly Steel Structures Painting Council) 800 Trumbull Drive Pittsburgh, PA 15205 www.sspc.org	412/281-2331 877/281-7772

ANLA	AmericanHort (merger of American Nursery & Landscape Association and OFA – The Association of Horticultural Professionals) 2130 Stella Court Columbus, OH 43215 www.americanhort.org	614/487-1117
ANSI	American National Standards Institute 1899 L Street, NW, 11th Floor Washington, DC 20036 www.ansi.org	202/293-8020
APA	APA-The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466-5333 www.apawood.org	253/565-6600
APA	Architectural Precast Association 325 John Knox Rd, Suite L-103 Tallahassee, FL 32303 www.archprecast.org	850/205-5637
APCIA	American Property Casualty Insurance Association (merger of American Insurance Association (formerly the National Board of Fire Underwriters) with the Property Casualty Insurers Association of America) 555 12th St, NW, Suite 550 Washington DC 20004 www.apci.org	202/828-7100
AHRI	Air Conditioning and Refrigeration Institute (now Air-Conditioning, Heating, & Refrigeration Institute) 2311 Wilson Blvd, Suite 400 Arlington, VA 22201 www.ahrinet.org	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association 2331 Rock Spring Road Forest Hill, MD 21050 www.asphaltroofing.org	443/640-1075
ASA	The Acoustical Society of America Suite 300 1305 Walt Whitman Road Melville, NY 11747-4300 https://acousticalsociety.org/	516/576-2360

ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 www.asce.org	800/548-2723 703/295-6300
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 180 Technology Parkway Peachtree Corners, GA 30092 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org	202/898-2444
ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016-5990 www.asme.org	800/834-2763
ASPE	American Society of Plumbing Engineers 6400 Shafer Court, Suite 350 Rosemont, IL 60018 http://aspe.org	847/296-0002
ASQ	American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 http://asq.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 18927 Hickory Creek Dr., Suite 220 Mokena, IL 60448 www.asse-plumbing.org	708/995-3019
ASTM International	American Society of Testing and Materials International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org	703/538-1600

AWPA	American Wood Protection Association (formerly American Wood Preservers Institute) 2430 U.S. Highway 27, Suite 330-223 Clermont, FL 34714 www.awpa.com	205/733-4077
AWS	American Welding Society 8669 NW 36 Street, Suite 130 Miami, FL 33166 www.aws.org	800/443-9353 305/443-9353
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 www.awinet.org	571/323-3636
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794-7711
BHMA	Builders Hardware Manufacturers Association 529 14th Street, NW, Suite 1280 Washington, DC 20045 www.buildershardware.com	212/297-2122
BIA	The Brick Industry Association 12007 Sunrise Valley Drive, Suite 430 Reston, VA 20191 www.gobrick.com	703/620-0010
CGA	Compressed Gas Association 8484 Westpark Drive, Suite 220 McLean, VA 22102 www.cganet.com	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 2401 Fieldcrest Dr. Mundelein, IL 60060 www.cispi.org	224/864-2910
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 chainlinkinfo.org	301/596-2583

CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 www.compositepanel.org	703/724-1128
CPSC	Consumer Product Safety Commission 4330 East-West Highway Bethesda, MD 20814 www.cpsc.gov	800/638-2772 301/504-7923
CRI	Carpet and Rug Institute 100 S. Hamilton Street Dalton, GA 30722-2048 www.carpet-rug.org	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 www.crsi.org	847/517-1200
CSI	The Construction Specifications Institute 123 North Pitt St, Suite 450 Alexandria, VA 22314 www.csiresources.org	800/689-2900
DHA	Decorative Hardwoods Association (formerly Hardwood Plywood & Veneer Association) 42777 Trade West Dr. Sterling, VA 20166 https://www.decorativehardwoods.org/	703/435-2900
DHI	Door and Hardware Institute (formerly National Builders Hardware Association) 2001 K Street NW, 3rd Floor North Washington, DC 20006 www.dhi.org	202/367-1134
DIPRA	Ductile Iron Pipe Research Association P.O. Box 190306 Birmingham, AL 35219 www.dipra.org	205/402-8700
DOC	U.S. Department of Commerce 1401 Constitution Ave., NW Washington, DC 20230 www.commerce.gov	202/482-2000
DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 www.dot.gov	855/368-4200 202/366-4000

EJMA	Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 www.ejma.org	914/332-0040
EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 www.epa.gov	202/272-0167
FCICA	Floor Covering Installation Contractors Association 800 Roosevelt Rd., Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.fcica.com	630/672-3702
FGIA	Fenestration and Glazing Industry Alliance 1900 E Golf Rd, Suite 1250 Schaumburg, IL 60173 https://fgiaonline.org/	847/303-5664
FM Global	Factory Mutual Insurance Company Amy Daley Global Practice Leader – Education, Public Entities, Health Care FM Global 270 Central Avenue Johnston, RI 02919-4949 www.fmglobal.com	401/275-3000 401/275-3029
FS	General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 www.gsa.gov	844/472-4111
GA	The Gypsum Association 962 Wayne Ave., Suite 620 Silver Spring, MD 20910 www.gypsum.org	301/277-8686
HMA	Hardwood Manufacturers Association One Williamsburg Place, Suite 108 Warrendale, PA 15086 http://hmamembers.org	412/244-0440

IAPMO	International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 www.iapmo.org	909/472-4100
ICC	International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 www.iccsafe.org	888/422-7233
IEEE	Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 www.ies.org	212/248-5000
ITRK	Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 www.intertek.com	607/753-6711
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850 www.mcaa.org	301/869-5800
MMPA (formerly WMMPA)	Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 www.wmmpa.com	530/661-9591
MSS	Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc. 127 Park Street, NE Vienna, VA 22180-4602 http://mss-hq.org	703/281-6613
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org	630/942-6591

NAIMA	North American Insulation Manufacturers Association 2013 Olde Regent Way, Suite 150, Box 120 Leland, NC 2845 https://insulationinstitute.org/	703/684-0084
NALP	National Association of Landscape Professionals (formerly Professional Landcare Network) 12500 Fair Lakes Circle, Suite 200 Fairfax, VA 22033 https://www.landscapeprofessionals.org/	703/736-9666
NAPA	National Asphalt Pavement Association 6406 Ivy Lane, Suite 350 Greenbelt, MD 20770-1441 www.asphaltpavement.org	888/468-6499 301/731-4748
NCSPA	National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 Dallas, TX 75244 www.ncspa.org	972/850-1907
NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 www.masonryandhardscapes.org	703/713-1900
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 www.nebb.org	301/977-3698
NECA	National Electrical Contractors Association 1201 Pennsylvania Ave. NW Washington, D.C., 20004 www.necanet.org	202/991-6300
NEMA	National Electrical Manufacturers Association 1300 North 17th Street N, Suite 900 Rosslyn, VA 22209 www.nema.org	703/841-3200
NEII	National Elevator Industry, Inc. 5537 SW Urish Road Topeka, KS 66610 https://nationalelevatorindustry.org/	703/589-9985
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA02169-7471 www.nfpa.org	800/344-3555 855/274-8525

NGA (formerly GANA)	National Glass Association (merged with Glass Association of North America) 344 Maple Ave West Unit 272 Vienna, VA 22180 www.glass.org	703/442-4890
NHLA	National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 www.nhla.com	901/377-1818
NIA	National Insulation Association 516 Herndon Pkwy., Ste. D Herndon, VA 20170 www.insulation.org	703/464-6422
NRCA	National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.nrca.net	847/299-9070
NSF	NSF International 789 N. Dixboro Road Ann Arbor, MI 48105 www.nsf.org	800/673-6275 734/769-8010
NSI	Natural Stone Institute (formerly Marble Institute of America) 380 E. Lorain St. Oberlin, OH 44074 https://www.naturalstoneinstitute.org/	440/250-9222
NTMA	National Terrazzo and Mosaic Association 209 N. Crockett Street, Suite 2 PO Box 2605 Fredericksburg, TX 78624 www.ntma.com	800/323-9736
OSHA	Occupational Safety and Health Administration U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Room Number N3626 Washington, DC 20210 www.osha.gov	800/321-OSHA (6742)
PCA	Portland Cement Association 200 Massachusetts Ave NW, Suite 200 Washington, DC 20001 www.cement.org	202/408-9494

PCA	Painting Contractors Association (formerly Painting and Decorating Contractors of America) 2316 Millpark Drive Maryland Heights, MO 63043 https://www.pcapainted.org/	800/332-7322
PCI	Precast/Prestressed Concrete Institute 8770 W. Bryn Mawr Ave., Suite 1150 Chicago, IL 60631 www.pci.org	312/786-0300
PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 http://pdionline.org	978/557-0720 800/589-8956
PEI	Porcelain Enamel Institute, Inc. 1875 Old Alabama Road Suite 1230 Roswell, GA 30076 www.porcelainenamel.com	770/676-9366
PG&E	Pacific Gas & Electric Company P.O. Box 997300 Sacramento, CA 95899-7300 www.pge.com	800/743-5000
PLIB	Pacific Lumber Inspection Bureau (formerly West Coast Lumber Inspection Bureau) 1010 South 336th Street, Suite 210 Federal Way, WA 98003-7394 https://www.plib.org/	253/835-3344
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange, GA 30240 www.rfci.com	706/882-3833
SDI	Steel Deck Institute P.O. Box 70 Florence, South Carolina 29503 www.sdi.org	843/407-7411
SDI	Steel Door Institute 30200 Detroit Road Westlake, OH 44145 www.steeldoor.org	440/899-0010

SJI	Steel Joist Institute PO Box 30 Florence, SC 29503 http://steeljoist.org	843/407-4091
SMA	Stucco Manufacturers Association 5753 E Santa Ana Cyn Rd, #G-156 Anaheim, CA 92807 www.stuccomfgassoc.com	714/473-9579
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1219 www.smacna.org	703/803-2980
SPI	Plastics Industry Association (formerly SPI: The Plastics Industry Trade Association, Inc.) 1425 K St. NW, Suite 500 Washington, DC 20005 www.plasticsindustry.org	202/974-5200
TCA	The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com	864/646-8453
TPI	Truss Plate Institute 2670 Crain Highway, Suite 203 Waldorf, MD 20601 www.tpinst.org	240/587-5582
TPI	Turfgrass Producers International 444 E. Roosevelt Road #346 Lombard, IL 60148 www.turfgrasssod.org	800/405-8873 847/649-5555
TCIA	Tree Care Industry Association (formerly the National Arborist Association) 670 N Commercial Street, Suite 201 Manchester, NH 03101 www.treecareindustryassociation.org	603/314-5380 800/733-2622
TVI	The Vermiculite Institute c/o The Schundler Company 10 Central Street Nahant, MA 01908 www.vermiculiteinstitute.org	732/287-2244

UL	UL Solutions (formerly Underwriters Laboratories Inc.) 333 Pfingsten Road Northbrook, IL 60062-2096 www.ul.com	847/272-8800 877/854-3577
UNI	Uni-Bell PVC Pipe Association 201 E. John Carpenter Freeway, Suite 750 Irving, TX 75062 www.uni-bell.org	972/243-3902
USDA	U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 www.usda.gov	202/720-2791
WA	Wallcoverings Association 35 E Wacker Dr., Suite 850 Chicago, IL 60601 www.wallcoverings.org	312/224-2574
WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, NY 10017 www.wcmanet.com	212/297-2122
WDMA	Window & Door Manufacturers Association 2001 K Street NW, 3rd Floor North Washington, D.C. 20006 www.wdma.com	202/367-1157
WI	Woodwork Institute 1455 Response Road, Suite 110 Sacramento, CA 95815 www.woodworkinstitute.com	916/372-9943
WRI	Wire Reinforcement Institute 942 Main Street, Suite 300 Hartford, CT 06103 www.wirereinforcementinstitute.org	860/240-9545
WWCA	Western Wall & Ceiling Contractors Association 1910 N. Lime St. Orange, CA 92865 www.wwcca.org	714/221-5520 888/707-9255
WWPA	Western Wood Products Association (formerly Redwood Inspection Service) 2 Centerpointe Drive, Suite 360 Lake Oswego, OR 97035 www.wwpa.org	503/224-3930

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 43 00

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Purchase of Materials and Equipment;

B. Special Conditions;

C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT

A. Only items approved by the District and/or Design Professional shall be used.

B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

A. The District and/or Architect will provide a schedule of colors.

B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.

B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.

C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.

E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.

F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.

G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.

B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.

B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

DOCUMENT 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;

B. Special Conditions.

1.02 RELATED CODES:

A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.

B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.

B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:

(1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.

(2) The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.

(3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.

B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."

C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.05 TESTS AND INSPECTIONS:

A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.

B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.

C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:

(1) Tests and observations for earthwork and paving.

(2) Tests for concrete mix designs, including tests of trial batches.

(3) Tests and inspections for structural steel work.

(4) Field tests for framing lumber moisture content.

(5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.

(6) Tests and observations of welding and expansion anchors.

D. The District may at its discretion, pay and then back charge the Contractor for:

(1) Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.

(2) Uncovering of work in accordance with Contract Documents.

(3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.

(4) Testing done off Site.

E. Testing and inspection reports and certifications:

(1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.

(a) The District;

(b) The Construction Manager, if any;

(c) The Architect;

(d) The Consulting Engineer, if any;

(e) Other engineers on the Project, as appropriate;

(f) The Project Inspector; and

(g) The Contractor.

(2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 - PRODUCTS

2.01 TYPE OF TESTS AND INSPECTIONS

A. Testing and inspection shall be in accordance with DSA Form 103 (or current version)

B. Slump Test
ASTM C 143

C. Concrete Tests

Testing agency shall test concrete used in the work per the following paragraphs:

(1) Compressive Strength:

(a) Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).

(b) Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.

(c) Concrete shall test the minimum ultimate compressive strength in twenty-eight 28 days, as specified on the structural drawings.

(d) In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.

(e) In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.

D. Reinforcing, Steel

E. Structural Steel Per Title 24 and as noted:

(1) Material: Steel per Table in Title 24, Section 2712.

(2) Qualification of Welders (UBC Std. 27-6).

(3) Shop fabrication (Section 2712(d). Structural steel only).

(4) Shop and field welding (Section 2712(e)).

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 50 13

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions; and

C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

A. Administrative and procedural requirements for the following:

(1) Salvaging non-hazardous construction waste.

(2) Recycling non-hazardous construction waste.

(3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS:

A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.

B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:

(1) Material category.

(2) Generation point of waste.

(3) Total quantity of waste in tons or cubic yards.

(4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.

(5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.

(6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.

(7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.

I. Qualification Data: For Waste Management Coordinator.

J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

K. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:

A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.

B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:

(1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.

(2) Review requirements for documenting quantities of each type of waste and its disposition.

(3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

(4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

(5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

(1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

(2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

(3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

(4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

(5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

(6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

(1) Comply with Document 01 50 00 for operation, termination, and removal requirements.

B. **[**Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.**]**

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

(1) Distribute waste management plan to everyone concerned within 3 days of submittal return.

(2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

(1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

(2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

(1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.

(a) Inspect containers and bins for contamination and remove contaminated materials if found.

(2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

(3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.

(4) Store components off the ground and protect from the weather.

(5) Remove recyclable waste off District property and transport to recycling receiver or processor.

D. Packaging:

(1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

(2) Polystyrene Packaging: Separate and bag material.

(3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.

(4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

E. Site-Clearing Wastes: Chip brush, branches, and trees on site.

F. Wood Materials:

(1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.

(2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

(1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

(1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.

(2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;

B. Special Conditions.

1.02 PRODUCTS

A. Products are as defined in the General Conditions.

B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.

B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.

C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.

C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.

F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;

B. Special Conditions;

C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED:

A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:

(1) Survey work required in execution of the Project.

(2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.04 SURVEY REFERENCE POINTS:

A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:

(1) Make no changes or relocation without prior written notice to District and Architect.

(2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

(3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS:

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS:

A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.

B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.

C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 COMPLIANCE WITH LAWS:

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 NONCONFORMING WORK:

Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

DOCUMENT 01 76 00

ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;

B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.

B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.

B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

3.02 PREPARATION:

A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.

B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.

D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.

E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.

B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.

C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.

D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.

E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

3.05 ADJUSTMENTS:

A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.

C. Contractor shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.

D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

A. Contractor shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.

B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.

B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.

C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.

B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

DOCUMENT 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of the Work;

B. Special Conditions.

1.02 QUALITY ASSURANCE:

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").

B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.

C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.

D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.

E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.

G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants,

Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.

C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.

E. Text: Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Warranties and Bonds: Contractor shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.

D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.

E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.

C. Contractor shall include color coded wiring diagrams as installed.

D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.

G. Contractor shall include manufacturer's printed operation and maintenance instructions.

H. Contractor shall include sequence of operation by controls manufacturer.

I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Contractor shall provide control diagrams by controls manufacturer as installed.

K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.

L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).

O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.07 SUBMITTAL:

A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor’s start of Work.

B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft

content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.

D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 78 39

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Documents on Work;

B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible, full size original Contract Drawings (mylars).

B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.

C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.

D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.

E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

A. Contractor shall record the following information:

(1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

(2) Actual numbering of each electrical circuit to match panel schedule.

(3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.

(4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.

(5) Installed location of all cathodic protection anodes.

(6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

(7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.

(8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

B. Contractor shall provide additional drawings as necessary for clarification.

C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

D. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

B. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL

A. Contractor shall store Record Documents apart from documents used for construction as follows:

(1) Provide files and racks for storage of Record Documents.

(2) Maintain Record Documents in a clean, dry, legible condition and in good order.

B. Contractor shall not use Record Documents for construction purposes.

PART 5 – PRODUCTS Not Used.

END OF DOCUMENT

PROJECT MANUAL
INCLUDING SPECIFICATIONS

FOR

CONSTRUCTION

FOR THE

CUPERTINO UNION SCHOOL DISTRICT (CUSD)
WALK-IN COOLER AND FREEZER PROJECTS

FOR THE

CUPERTINO MIDDLE SCHOOL
1650 S. Bernardo Avenue
Sunnyvale, CA 94087

ARCHITECTS

SIM ARCHITECTS, INC.
433 California Street, Suite 620
San Francisco, CA 94104

T: 415.362.8081

JULY 2024

SECTION 00 01 07

SEALS PAGE

DATE: **OCTOBER 21, 2024**

OWNER: CUPERTINO UNION SCHOOL DISTRICT
10301 VISTA DRIVE
CUPERTINO, CA 95014

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2024

ARCHITECT AND CONSULTING ENGINEERS:

SIM ARCHITECTS, INC.
3675 MOUNT DIABLO BLVD, SUITE 310
LAFAYETTE, CA 94549
(T): (415) 362-8081

LICENSED ARCHITECT
EUGENE H. SIM
NO. C-26432
REN. 05/31/25
STATE OF CALIFORNIA

BY_____
EUGENE H. SIM, C-26432

BRIO ENGINEERING ASSOCIATES, INC.
4750 ALMADEN EXPY, SUITE 124-283
SAN JOSE, CA 95118-2052
(T): (408) 241-5494

REGISTERED PROFESSIONAL ENGINEER
ANDREW H. DUONG
No. 89750
REN. 03/31/25
CIVIL
STATE OF CALIFORNIA

BY_____
ANDREW DUONG, 89750

BELDEN CONSULTING ENGINEERS
4457 WILLOW ROAD, SUITE 100
PLEASANTON, CA 94588
(T): (925) 621-5300

REGISTERED PROFESSIONAL ENGINEER
BRENDA RETTIG
E14209
Exp: 6/30/25
ELECTRICAL
STATE OF CALIFORNIA

BY_____
BRENDA RETTIG, E14209

H&M MECHANICAL GROUP
8517 EARHART RD, SUITE #230
OAKLAND, CA 94621
(T): (510) 569-2000

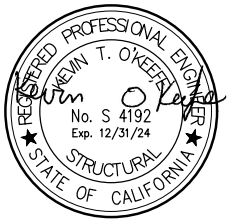
REGISTERED PROFESSIONAL ENGINEER
JOHN CHOU
No. M34214
Exp. 12/31/24
MECHANICAL
STATE OF CALIFORNIA

BY_____
JOHN CHOU, M34214

END OF SECTION

ARCHITECT AND CONSULTING ENGINEERS:

UNIVERSAL STRUCTURAL ENGINEERS
1660 S. AMPHLETT BLVD., SUITE 335
SAN MATEO, CA94402
(T): (650) 312-9233



BY_____
KEVIN O'KEEFE, S4192

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

SECTION 00 01 10

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Not used; refer to Drawings.

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
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SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

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Not used; refer to Drawings.

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Not used; refer to Drawings.

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Refer to Drawings.

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Not used.

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Refer to Drawings.

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Not used.

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Refer to Drawings.

END OF SECTION

SECTION 00 72 00

GENERAL CONDITIONS

1 GENERAL CONDITIONS

A. The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, Articles 1 through 15 inclusive, is a part of this Contract, and is incorporated herein as fully as if here set forth.

1. A copy of the General Conditions may be obtained at www.aia.org under “Contract Documents”, bottom of page “Store”; by calling 800-242-3837 (option 4); or at www.aiasf.org under “Publications”.

END OF SECTION

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1.1 REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

A. Where provisions of General Conditions relate to Project administration or work-related requirements of the Contract, those paragraphs are expanded in Division 01 - General Requirements of the Specifications.

B. General Conditions, Supplementary Conditions and Division 01 - General Requirements contain information necessary for completion of every part of Project.

1. Where items of Work are done under subcontracts, each item shall be subject to these conditions.

1.2 SUPPLEMENTS

A. The following supplements modify, change, delete from or add to General Conditions of the Contract as indicated in Section 00 72 00 - General Conditions.

B. Where any part of the General Conditions is modified or deleted by these supplements, unaltered provisions of the modified article, paragraph, subparagraph or clause shall remain in effect.

1.3 ARTICLE 1: GENERAL PROVISIONS

ADD to 1.1 the following definitions:

1.1.9 **Approved:** The terms approved, directed, selected, required, ordered, designated, accepted, acceptable and satisfactory shall require written action by Architect.

1.1.10 **Equal, Approved Equal:** The terms equal or approved equal shall require requests for substitutions for products or manufacturers not specified; requests for substitutions shall be in accordance with requirements of Section 01 25 00 – Substitution Procedures.

1.1.11 **Furnish:** The term furnish means supply and deliver to Project, unless otherwise defined in greater detail.

1.1.12 **Install:** The term install is used to describe operations at Project, from inspecting and unloading, to completion in place, ready for intended use.

1.1.13 **Provide:** The term provide means furnish and install, complete and ready for intended use, unless otherwise defined in greater detail.

ADD the following to Subparagraph 1.2.1:

1.2.1.2 **Inconsistencies:** In case of an inconsistency between Drawings and Specifications or within other Contract Documents not clarified by addendum, provide better quality or greater quantity of Work in accordance with Architect's interpretation.

1.2.1.3 **Manufacturer Options:** Where manufacturer’s offer options for specified products and Contract Documents do not list specific options, provide for best options available and appropriate to applications indicated and clearly indicate options to be selected by Architect with Product Data submittals.

ARTICLE 3: CONTRACTOR

ADD the following to Subparagraph 3.4.2:

3.4.2.1 **Substitutions:** After Contract has been executed, the Owner and Architect will consider formal requests for substitution of products in place of those specified only under conditions set forth in Section 01 25 00 – Substitution Procedures.

ARTICLE 5: SUBCONTRACTS

ADD the following to Paragraph 5.3:

5.3.1 **Materials Suppliers:** For purposes of this Contract materials suppliers shall be considered a Subcontractor regardless of whether they perform their portion of the Work at the site.

ARTICLE 9: PAYMENTS AND COMPLETION

ADD the following to 9.3.2.

9.3.2.1 **Stored Materials:** Payments for materials stored off-site will be made, subject to Owner's approval, if Contractor provides invoice, lien release, certificate of insurance covering stored materials, and stores material in approved, bonded warehouse.

ARTICLE 11: INSURANCE AND BONDS

ADD the following to Subparagraph 11.1.2:

11.1.2.1 **Insurance Amounts:** Amount of insurance shall be as directed by Owner.

ADD the following to 11.1.3:

11.1.3.1 **Certificate of Insurance:** Furnish one copy of each Certificate of Insurance required for each copy of Agreement.

11.1.3.1.1 Form of certificate shall be an approved certificate which specifically sets forth evidence of all coverage required.

11.1.3.1.2 Furnish to Owner copies of any endorsements subsequently issued amending coverage or limits.

11.1.3.2 Upon receipt of any notice of cancellation or alteration, Contractor shall, within five days, procure other policies of insurance similar in all respects to policy or policies about to be canceled or altered.

11.1.3.2.1 If Contractor fails to provide acceptable policies of insurance, Owner may obtain such insurance at cost and expense of Contractor.

ADD to 11.1.2 the following bond requirements:

11.1.2.1 **Bonds Values:** Provide 100 percent Performance Bond and Payment Bond using AIA Document A312 Performance Bond and Payment Bond, or an approved similar bond.

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Project consists of construction of the Cupertino Union School District (CUSD) Walk-In Cooler and Freezer Project for the following middle school as indicated in Contract Documents.

1. Cupertino Middle School, 1650 S. Bernardo Avenue, Sunnyvale, CA 94087.

B. Items noted "NIC" (Not in Contract) will be furnished and installed by Owner or under separate contract.

C. Owner reserves right to remove and retain possession of existing items prior to start of Contract.

1.2 REQUIREMENTS INCLUDED

A. This section includes administrative provisions:

1. Work sequence.
2. Contractor use of premises.
3. Campus occupancy.
4. Field engineering.
5. Regulatory requirements and reference standards.
6. Owner furnished Contractor installed (OFCI) products.

1.3 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner and Architect.

1. Construct Work to accommodate Owner's occupancy requirements during construction period.

B. Perform construction in phases as indicated, as approved by Owner and Architect where not indicated.

1.4 CONTRACTOR USE OF PREMISES

A. Limit use of premises for Work and construction operations and to allow for:

1. Campus occupancy.
2. Work by other contractors.
3. Authorized access to restricted areas.
4. Public access to public areas.

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

1.5 CAMPUS OCCUPANCY

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

1.6 FIELD ENGINEERING

A. Provide field engineering services; establish lines and levels by use of recognized engineering survey practices.

1. Surveyor: Engage California registered land surveyor to perform land surveying services required.

2. Engineer: Engage California registered professional engineer of discipline required to perform required engineering services.

B. Locate and protect control and reference points.

1. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Log to be available for reference.

a. Record deviations from required lines and levels.

b. Advise Architect when deviations that exceed indicated or recognized tolerances are detected.

c. Project Record Drawings: Record deviations that are accepted and not corrected.

d. Upon completion of foundation walls, major site improvements, and other work requiring field engineering services, prepare certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

1.7 REGULATORY REQUIREMENTS AND REFERENCE STANDARDS

A. Regulatory Requirements:

1. Architect has contacted governing authorities and reviewed design requirements of local, state, and federal agencies for applicability to Project.

2. Contractor shall be responsible for contacting governing authorities directly for necessary information and decisions bearing upon performance of Work.

B. Reference Standards:

1. For Products specified by association or trade standards, comply with requirements of referenced standard, except when more rigid requirements are specified or are required by applicable codes.

2. Applicable date of each standard is that in effect as of date on proposal or date on Contract where no proposal is available, except when a specific date is specified.

1.8 OWNER FURNISHED CONTRACTOR INSTALLED (OFCI) PRODUCTS

A. Select products are to be furnished and paid for by Owner and installed by Contractor:

1. Refer to Drawings and Specifications.

B. Owner's Responsibilities:

1. Arrange for and deliver shop drawings, product data, and samples to Contractor.
2. Arrange and pay for product delivery to site.
3. Inspect products jointly with Contractor on delivery.
4. Submit claims for transportation damage.
5. Arrange for replacement of damaged, defective, or missing items.
6. Arrange for manufacturer's warranties, inspections, and service.

C. Contractor's Responsibilities:

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

1.9 C.A.C. Sec 4-317 (c)

Should any existing conditions such as deterioration or non-complying construction be discovered that is not covered by DSA approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes a description of alternate work.

B. Related Requirements:

1. Pricing Documents: Quotation of cost of each alternate.

2. Owner-Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

3. Sections of Specifications identified in each Alternate.

1.2 PROCEDURES

A. Alternates will be exercised at Owner's option.

B. Coordinate Related Work: and modify surrounding work as required to complete Work, including changes under each alternate, when acceptance is designated in Owner-Contractor Agreement.

1.3 ALTERNATES

A. Alternates: To be determined.

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. General: Procedures are described for requesting substitution of unlisted materials in lieu of materials named in Specifications or approved for use in addenda.

1. Provide products listed in Contract Documents, products by manufacturers listed in Contract Documents, and products meeting specified requirements.

a. Contract Amount: Base on materials and products included in Contract Documents.

b. Where materials and products are listed in Contract Documents, materials and products by manufacturers not listed shall not be used without Owner's and Architect's approval of Contractor's written request for substitution.

2. Purpose: After bidding, substitutions will only be considered where Owner will receive benefit or because specified materials are no longer available due to no fault of Contractor.

a. Owner benefits either from a Contractor proposed reduction of the Contract amount or from a reduction in Contract time based on acceptance of proposed substitution.

b. List proposed cost or time reductions on request for substitution.

c. Requests not including a proposed cost or time reduction will not be considered unless Contractor submits supporting information indicating specified materials are not available.

B. Related Sections:

1. Section 01 60 00: Product requirements.

1.2 SUBSTITUTIONS

A. Within a period of 35-days after award of Contract, Owner and Architect will consider formal requests for substitutions only from Contractor as specified in 1.1 Summary.

1. Owner and Architect will consider only one request for substitution for each material; where requests are denied Contractor shall be required to provide specified materials.

2. After initial 35-day period, requests will be considered only when a product becomes unavailable through no fault of Contractor; more than one request for substitution will be considered if necessary.

B. Submit each request with sequentially numbered “Substitution Request Transmittal” acceptable to Owner and Architect; submit separate request for each product and support each request with:

1. Product identification with manufacturer's literature and samples where applicable.

2. Name and address of similar projects on which product has been used, and date of installation.

C. Submit itemized comparison of proposed substitution with product specified and list significant variations.

D. Submit data relating to changes in construction schedule.

E. Note effect of substitution on other work, products, or separate contracts.

1. Note if acceptance of substitution could require revision of Contract Documents, Drawings, details, or Specifications.

F. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract price.

1. Include costs to other contractors and costs for revisions to Drawings, details or Specifications.

G. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on submittals without a formal request from Contractor.

2. They are requested directly by a subcontractor or supplier.

3. Acceptance will require substantial revision of Contract Documents.

H. Substitute products shall not be ordered without written acceptance of Owner and Architect.

I. Owner and Architect will determine acceptability of proposed substitutions and reserves right to reject proposals due to insufficient information.

1.3 CONTRACTOR'S REPRESENTATION

A. Requests constitute a representation that Contractor:

1. Has investigated proposed product and determined it meets or exceeds, in all respects, specified product.

2. Will provide same warranty or longer warranty for substitution as for specified product.

3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

4. Waives claims for additional costs that subsequently become apparent.

5. Will pay costs of changes to Contract Documents, Drawings, details, and Specifications required by accepted substitutions.

1.4 ARCHITECT'S DUTIES

A. Review Contractor's requests for substitutions with reasonable promptness.

1. Architect will recommend that Owner accept or reject substitution request.

2. Upon request, Architect will provide cost for changes to Contract Documents, Drawings, details, and Specifications required for substitutions.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

END OF SECTION

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

DOCUMENT 01 29 00

APPLICATION FOR PAYMENT AND CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS

CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $_____

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

(4) Contract rights, including (A) a right based on rescission, abandonm
breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $_____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(CIVIL CODE SECTION 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(CIVIL CODE SECTION 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes general procedural requirements for ongoing submittals.

1. Construction progress schedules.
2. Schedule of values.
3. Product data and manufacturer’s literature.
4. Shop drawings.
5. Samples.
6. Manufacturers' certificates.
7. Excess materials and attic stock.
8. Design build (delegated design) procedures.

B. Related Requirements:

1. Section 01 40 00: Test reports, manufacturer's field reports, and mock-ups.
2. Section 01 70 00: Manufacturers’ instructions.
3. Section 01 77 00: Closeout requirements including Project Record Documents.
4. Section 01 78 00: Warranties.

1.2 GENERAL SUBMITTAL PROCEDURES

A. Submittals: Transmit each item using form approved by Architect; submit sample to Architect for approval prior to use.

1. Identify Project, Contractor, subcontractor, major supplier.

a. Attach sequential identification number for each new submittal.

b. Identify each resubmittal using original submittal number and sequential identification clearly indicating item is resubmitted.

2. Identify pertinent Drawing sheet and detail number, and Specification section number as appropriate.

3. Identify deviations from Contract Documents.

4. Provide space for Contractor and Architect review stamps.

5. Contractor: Review and stamp submittals from subcontractors prior to submitting to Architect.

a. Review submittals and indicate where conflicts occur with Contract Documents and with work of other subcontractors.

b. Return submittals that vary significantly from Contract Documents for correction and resubmittal prior to submitting to Architect.

c. Submittals that vary significantly from Contract Documents and that fail to indicate thorough Contractor review prior to submission to Architect will be returned without review.

d. Cursory review and stamping of subcontractor submittal by Contractor shall not be acceptable.

B. Initial Schedules: Submit initial progress schedule and schedule of value in duplicate within 15 working days after award of Contract.

1. After review by Owner and Architect revise and resubmit where required.

C. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.

D. After Architect review of submittal, revise and resubmit as required, identify changes made since previous submittal.

1. Submittals Requiring Architect Response: Allow reasonable time for Architect review as well as time for preparation of resubmittals where required by Architect.

a. Do not delay submittals and do not consider Architect review time as part of Project schedule as multiple submittals and reviews may be required.

E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply.

1.3 TYPES OF SUBMITTALS

A. General: Project requires various types of submittals to maintain communications, minimize misunderstandings, avoid unnecessary conflicts, and to ensure complete documentation for Project Record Documents.

1. Maintain complete set of submittals including required revisions.

B. Construction Schedules: Submit construction progress schedules for Design Team and Owner review and to maintain entire team up to date on construction activities.

C. Schedule of Values: Submit Schedule of Values indicating division of Work, subcontractors to perform work, products being used, and values attributed to each to inform Design Team and Owner.

D. Action Submittals: Submittals relating to product data and manufacturer’s literature, shop drawings, and samples for Design Team review and comment; do not begin fabrication, delivery, or installation until Design Team review is complete.

E. Information Submittals: Submittals relating to certifications, qualifications, reports, including test reports, and instructions are for information; Design Team may choose to comment but action is not generally anticipated.

1. Manufacturer installation instructions and recommendations shall be considered information submittals.

F. Design/Build Submittals: Where portion of Work requires design by specialized professionals submit information necessary to ensure work complies with Contract Documents along with certifications signed by qualified professional.

1. Calculations: Do not submit calculations unless specifically required by Contract Documents; submit calculations required by code directly to authorities having jurisdiction.

a. Submit certification by qualified professional indicating required calculations have been prepared and work conforms to Contract Documents and applicable codes and regulations.

G. Maintenance Materials Submittals: Compile maintenance information and materials during Work to ensure complete set of documents, maintenance manuals, and operation instructions.

H. Closeout Submittals: Compile closeout submittals, organize, and submit to Owner prior to or at time of Substantial Completion. Project will not be considered Substantially Complete until closeout submittals have been received by Owner.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit construction progress schedule with separate item for each major trade and operation, identifying first day of each week.

1. Show complete sequence of construction by activity, identifying work of separate stages and logically grouped activities.

2. Show projected percentage of completion for each item of Work as of time of each progress Application for Payment.

3. “Submittal Schedule”: Show Contractor submittal dates required for shop drawings, product data, and samples, and product delivery dates; deliver to Architect per approved “Submittal Schedule.”

a. “Submittal Schedule” may be incorporated into construction progress schedule or may be separate, Contractor option.

b. Architect’s Review Period: Architect will be expedient in review however Contractor shall schedule submittals recognizing possibility Architect may reject and may require resubmittal.

c. Contract extension shall not be allowed for Contractor’s failure to properly schedule submittals to allow for Architect requiring resubmittal.

B. Progress Schedule Format: Submit both horizontal bar chart and network analysis system using critical path method as approved by Owner.

1. Submit revised progress schedules with each Application for Payment reflecting changes since previous submittal, not less than monthly.

1.5 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 or another Owner and Architect pre-approved 8-1/2" by 11" paper format; Contractor's standard media-driven printout will be considered on request. Submit within 15 days after award of Contract.

B. Format: Table of Contents of this Project Manual, with modifications as pre-approved by Owner and Architect; identify each line item with number and title of major Specification sections.

C. Include in each line item a directly proportional amount of Contractor overhead and profit.

D. Revise schedule to list change orders for each Application for Payment.

1. Submit subschedule for each Campus.

1.6 PRODUCT DATA/MANUFACTURERS' LITERATURE

A. Action Submittals: Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.

B. Information Submittals: Include manufacturers' installation instructions only when required by Specifications or specifically requested by Architect.

1. Maintain copy of manufacturer installation instructions and recommendations in Contractor's field office for review.

C. Product data shall be submitted as electronic PDF files unless otherwise noted or approved by Architect in advance.

1. Where paper copies are permitted submit number of copies Contractor requires, plus one copy to be retained by Architect.

1.7 SHOP DRAWINGS

A. Shop drawings to illustrate requirements of Contract Documents, accurately show relevant field conditions, dimensions, quantities, kinds of materials, methods of assembly, and data required for fabrication, erection, and installation.

B. Shop drawings shall be submitted as electronic PDF files unless otherwise noted or approved by Architect in advance.

1. Where prints are permitted submit one reproducible print, minimum sheet size 8-1/2” by 11”.

C. Distribution: After review, reproduce and distribute.

1.8 SAMPLES

A. Submit full range of manufacturers' standard colors, textures, and patterns for Architect's selection.

B. Submit samples to illustrate functional characteristics of Product, with integral parts and attachment devices.

C. Coordinate submittal of different categories for interfacing work.

D. Include identification on each sample, giving full information.

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

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

F. Sizes: Provide following sizes unless otherwise specified.

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

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

1.9 MANUFACTURERS' CERTIFICATES

A. Submit certificates as electronic PDF files unless otherwise noted or approved by Architect in advance, and in accordance with requirements of each Specification section.

1.10 EXCESS MATERIALS AND ATTIC STOCK

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

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

1. Owner may require as much as 5% extra materials for maintenance purposes. Exact amount of each material shall be determined by Owner based on following meeting and additional costs determined by Contractor.

a. Contractor shall be prepared to order up to 5% extra materials on items that may not be readily available in future such as custom colors, offshore manufacture, anticipated life span under 5 years, and potential for damage.

1) Do not order extra attic stock until extent is determined and agreed to by Owner including which materials require extra stock and exactly how much those materials will cost including shipping and handling.

b. Excess Materials: Furnish excess materials only for materials that have a shelf-life of more than two years.

2. Meeting: Conduct meeting prior to beginning Work to discuss extent of materials Owner would like to receive at Project Closeout for attic stock for maintenance materials. Where available include personnel from Owner's maintenance crew.

    a. Estimate excess materials to be anticipated to be ordered in addition to materials for handling and storage and how those materials will be invoiced and identified regarding material and location in Project.

    b. Determine area necessary for adequate storage, handling, and identifying excess materials and attic stock and discuss with Owner.

    c. Submit information regarding equipment necessary for handling of excess materials and attic stock due to weight, size, and storage requirements.

    d. Assist Owner in determining where on-site or off-site additional attic stock for maintenance purposes will be delivered and stored.

3. Additional Costs: After meeting submit to Owner detailed listing of additional costs for each material Owner may like to receive for attic stock and assist Owner in modifying listing to determine acceptable final costs.

    a. Include unit prices for desired attic stock where excess materials are not adequate for Owner maintenance stock.

4. Substantial Completion: Submit Construction Bulletin at Substantial Completion indicating changes to Contract Amount for attic stock including unit price totals for materials where excess materials are not adequate.

5. Final Completion: Ensure attic stock has been received, identified, cataloged, and stored at locations agreed upon with Owner based on Change Order indicating amounts finally agreed to by Owner.

1.11 DESIGN/BUILD PROCEDURES

A. Design as Part of Means and Methods of Construction: Select Project components require construction team design as part of means and methods of construction as described in various sections.

    1. Terms commonly used such as Design/Build, Delegated Design, and Design/Assist are applicable to these procedures as determined by law but shall be generally referred to in these documents as Design/Build.

        a. In general Design/Build includes design by licensed professionals with expertise beyond that allowed under standard architectural licensure, and outside of scope of work of other design professionals on the design team.

    2. Contractor may be required to provide design services as part of construction for specific work defined as design or design-build where special expertise is required that is not available in the Project design team.

3. Subcontractors, fabricators, and manufacturers may be required to provide design services as part of their work due to special expertise in design services for their specific components, refer to technical sections for Design/Build.

4. Contractor, subcontractors, fabricators, manufacturers, and suppliers shall be responsible for attachments, anchors, fasteners, adhesives, and connectors suitable to applications unless specific items are listed in Contract Documents.

    a. Where specific items are listed in Contract Documents Contractor, subcontractors, fabricators, manufacturers, and suppliers shall review and submit comments where items listed are not acceptable.

    b. Where no comments are received, listed items shall be considered acceptable.

B. Contractor acknowledges and accepts responsibility for specialty design as part of means and methods of construction, as well as coordination of parties involved to achieve architectural design intent indicated in Contract Documents.

1. Design-build work includes sizing, sequencing, and detailing for construction by professional licensed or registered engineer or design professional with special expertise applicable to portion of Work involved.

2. Design-build work shall be constructed in compliance with building codes and regulations in effect and shall be fit and proper for intended use.

3. Design-build work shall include drawings, specifications, and calculations prepared, stamped, and signed by qualified professional licensed or registered engineer licensed in the Project location as appropriate to design-build work.

    a. Plans, specifications, and calculations shall be acceptable to Owner, Owner’s Representative, and applicable authorities.

C. Where required by Owner Contractor shall submit copies of current insurance policies covering errors and omissions of persons designing design-build work with deductibles and limits per occurrence as mutually agreed by Owner and Contractor.

1. Provide endorsement to insurance providing for 30-day notice to Owner prior to cancellation or material reduction in coverage.

2. Insurance shall be maintained for not less than applicable statute of limitations for claims of latent defects, if such insurance is not written on an occurrence basis during time design-build work is designed and constructed.

D. Review proposed layouts with Design Team and with various trades prior to commencing work related to design-build work.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Description of Project management and coordination including but not necessarily limited to the following:

1. General Project coordination procedures.
2. Staff names.
3. Administrative and supervisory personnel.
4. Project meetings.

B. Related Sections:

1. Section 01 30 00: Administrative requirements.
2. Section 01 79 00: Demonstration and training.

1.2 COORDINATION

A. Coordination: Coordinate construction operations included in various Specifications sections to ensure efficient and orderly installation of each part of Work.

1. Coordinate construction operations that depend on each other for proper installation, connection, and operation.

2. Coordinate work to assure efficient and orderly sequence of installation of construction elements.

3. Make provisions for accommodating items installed by Owner or under separate contracts.

B. Prepare memoranda for distribution to each party involved as needed, outlining special procedures required for coordination.

1. Include required notices, reports, and list of attendees at meetings; include Architect and Owner in distribution.

C. Verify characteristics of interrelated operating equipment are compatible; coordinate work having interdependent responsibilities for installing, connection to, and placing such equipment in service.

D. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.

1. Follow routing shown for pipes, ducts, and conduits as closely as possible; make runs parallel with lines of building.

2. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated; coordinate locations of fixtures and outlets with finish elements.

F. Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other construction activities and activities of other contractors to avoid conflicts and ensure orderly progress of Work.

1.3 SUBMITTALS

A. Staff Names: Immediately after receipt of notice to proceed or immediately after signing of Contract by Owner and Contractor, submit list of principal staff assignments, including superintendent and other personnel in attendance at Project site.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.4 SUPERVISORY AND ADMINISTRATIVE PERSONNEL

A. Provide supervisory personnel, in addition to Project Superintendent, as required for proper and timely performance of Work and coordination of subcontracts.

B. Provide administrative staff as required to allow Project Superintendent and supervisory personnel to allocate maximum time to Project supervision and coordination.

1.5 PROJECT MEETINGS

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

1. Pre-construction meeting.
2. Progress meetings at weekly intervals.
3. Pre-installation conferences.
4. Coordination meetings.
5. Special meetings.

B. Make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Architect, Owner, participants, and those affected.

C. Attendance: Job superintendent, major subcontractors, and suppliers as appropriate to agenda; Architect, Owner, and Owner and Architect’s consultants as appropriate to agenda topics for each meeting.

D. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments, delivery schedules, submittals, requests for information, maintenance of quality standards, pending changes and substitutions, and issues needing resolution.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes general quality control requirements.

1. General quality control.
2. Manufacturers' field services.
3. Mock-ups.

B. Related Requirements:

1. Refer to applicable codes and Specifications sections for test requirements.

1.2 QUALITY CONTROL, GENERAL

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

1.3 MANUFACTURER'S FIELD SERVICES

A. When specified in respective Specification sections, require manufacturer or supplier to have qualified personnel provide on-site observations and recommendations.

1. Observe field conditions, including conditions of surfaces and installation.
2. Observe quality of workmanship.
3. Provide recommendations to assure acceptable installation and workmanship.
4. Where required, start, test, and adjust equipment as applicable.

B. Representative shall submit written report to Architect or Owner listing observations and recommendations.

1.4 MOCK-UPS

A. Erect field samples and field mock-ups at locations on site as approved in advance and in accordance with requirements where included in Specifications section.

1. Test mock-ups requiring special equipment may be erected at location having access to necessary equipment, coordinate with Architect.

B. Field samples and mock-ups not approved and not capable of being acceptably revised shall be removed from site.

C. Approved field samples and mock-ups may be used as part of Project.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes temporary construction facilities and temporary controls.

1. Electricity and lighting.
2. Heat and ventilation.
3. Water and sanitary facilities.
4. Construction aids.
5. Temporary enclosures.
6. Barriers.
7. Cleaning during construction.
8. Project identification.
9. Cellular telephone service.
10. Storage.

B. Related Requirements:

1. Section 01 70 00: Progress cleaning and final cleaning.
2. Section 01 74 10: Waste management.

C. Provide temporary construction facilities and temporary controls as required to conform to applicable authorities and as required to complete Project in accordance with Contract Documents.

1. Authorities: Contact governing authorities to establish extent of temporary facilities and temporary controls required by authorities.

2. Owner’s Campus Representatives: Contact Owner’s Campus Representatives to establish extent of temporary facilities and temporary controls required by each campus.

1.2 ELECTRICITY AND LIGHTING

A. Provide electrical service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.

1. Connection to existing electrical service is permitted.
2. Owner will pay costs of energy used from existing on-site services.

B. Provide lighting for construction operations.

1. Permanent lighting may be used during construction, maintain lighting and make routine repairs.

C. Owner will pay costs of energy used from existing on-site services.

1.3 WATER AND SANITARY FACILITIES

A. Provide water service required for construction operations; extend branch piping with outlets located so water is available by use of hoses.

1. Connection to existing facilities is permitted.

2. Owner will pay for water used from existing on-site services.

B. Provide and maintain required sanitary facilities and enclosures.

1. Existing facilities shall not be used.

1.4 CONSTRUCTION AIDS

A. Noise, Dust and Pollution Control: Provide materials and equipment necessary to comply with local requirements for noise, dust, and pollution control.

B. Fire Protection: Maintain on-site fire protection facilities as required by applicable authorities and insurance requirements.

C. Security: Protect Site and Work; prevent unauthorized entry, vandalism, and theft.

1. Coordinate with Owner’s security program.

D. Dewatering: Provide and operate drainage and pumping equipment; maintain excavations and site free of standing water.

E. Use of Existing Facilities: Verify availability of existing facilities for construction operations with Owner prior to beginning on-site construction.

1.5 ENCLOSURES

A. Temporary Closures: Provide temporary weather-tight closures for exterior openings for protection for materials, to protect interior materials from dampness, and to prevent unauthorized entry.

1. Provide doors with self-closing hardware and locks.

1.6 BARRIERS

A. Barriers: Provide barriers as required to prevent public entry to construction areas and to protect adjacent properties from damage from construction operations.

B. Barricades: Provide barricades as required by governing authorities.

C. Tree Protection: Provide barriers around trees and plants designated to remain; protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

1.7 CLEANING DURING CONSTRUCTION

A. Control accumulation of waste materials and rubbish. Recycle or dispose of off-site.

1.8 PROJECT IDENTIFICATION

A. Project Sign: Provide minimum 32-square foot Project identification sign of wood frame and exterior grade plywood construction, painted, with computer generated graphics by professional sign maker.

1. Design: As furnished by Architect.

2. Submit to Owner and Architect additional names or changes proposed to Project sign for prior written approval.

3. Erect on site at location established by Architect.

B. Other Signs: Subject to approval of Architect and Owner.

1.9 CELLULAR TELEPHONE SERVICE

A. Cellular Telephone Service: Furnish on-site Project Managers with cellular telephone. Ensure Owner and Architect ability to contact site during construction operations.

1. Schedules: Submit schedules of on-site Project Managers with individual cellular telephone numbers to Owner and Architect; maintain schedules and cell phone numbers up to date during Project on-site operations.

1.10 STORAGE

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

1. Maintain adequate space for organized storage and access.

2. Provide lighting for inspection of stored materials.

1.11 REMOVAL

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore existing facilities used during construction to specified or original condition.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes basic product requirements governing material and equipment.

1. General product requirements.
2. Product list.
3. Quality assurance.
4. Delivery, storage, and handling.

B. Related Requirements:

1. Section 01 25 00: Substitution procedures.
2. Section 01 30 00: Submittal of manufacturers' certificates.
3. Section 01 77 00: Operation and maintenance data.

1.2 GENERAL PRODUCTS REQUIREMENTS

A. Products include material, equipment, and systems.

B. Comply with Specifications, referenced standards, and applicable codes and regulations as minimum requirements.

C. Provide new materials except as specifically allowed by Contract Documents.

D. Materials to be supplied in quantity within a Specification section shall be by one manufacturer, shall be the same, and shall be interchangeable.

E. Provide equipment and systems composed of materials from a single manufacturer except where otherwise recommended by equipment or systems manufacturer or where otherwise indicated in Contract Documents.

F. Manufacturers: Manufacturers listed in Specifications, on Drawings, on Schedules, and in Notes shall be considered acceptable to extent their products comply with Contract Documents requirements and are suitable for applications indicated.

1. Manufacturer’s representative shall be responsible for reviewing Contract Documents and verifying their specified products conform to Contract Documents, applicable codes, and regulations, and are suitable for applications indicated.

a. Where specified products are not recommended by manufacturer’s representative, immediately notify Architect.

b. Where a different product by same manufacturer is recommended by manufacturer’s representative as more suitable for applications indicated, immediately notify Architect.

2. Basis of Design: Following shall be considered as Basis of Design.

    a. Specific manufacturers and products identified in Specifications as Basis of Design.

    b. Specific manufacturers and products listed in Schedules.

    c. Specific manufacturers and products listed on Drawings or in Notes.

    d. Where more than one manufacturer or product is listed as Basis of Design immediately notify Architect and request clarification.

        1) Where more than one manufacturer or product is listed as Basis of Design in one location in Contract Documents clearly indicating either is acceptable, no clarification would be necessary.

G. Contractor's Options: Comply with following options; requests for substitutions for named manufacturers and products shall comply with requirements specified in Section 01 25 00 – Substitution Procedures.

1. Products Identified by Reference Standards: Select product meeting referenced standard for products specified only by reference standard.

    a. Requests for Substitutions to be limited to products not complying with referenced standards.

        1) Submit justification for non-compliance with reference standards as part of Request for Substitutions; if product is foreign made submit rationale why foreign standards and basic materials indicates compliance.

2. Named Manufacturers: Where names of manufacturers are specified select any named manufacturer product meeting Specifications for products specified by naming one or more manufacturers.

    a. Submit Request for Substitution for any manufacturer not named.

3. Named Manufacturers and Named Products: Select any named manufacturer named product meeting Specifications for products specified by naming one or more manufacturers and products.

    a. Where only one manufacturer and product are named, together with additional manufacturers without specific products, Requests for Substitutions to be limited to products not comparable to that specified.

        1) Contractors, subcontractors, suppliers, and manufacturers shall take special care to ensure comparable products are being supplied based on design, performance, quality, and longevity.

        2) Substitutions: Submit Request for Substitution for any manufacturer not named and for products not comparable to those specified in design, performance, quality, and longevity.

4. Basis of Design: Where manufacturer or manufacturer and product both are indicated as Basis of Design, submit Request for Substitution for other manufacturers and products.

5. “Or Equal” Clauses: Submit request for substitution for manufacturer or product not specifically named in Specifications where terms "or equal", "or approved equal", or similar references are made.

1.3 SUBMITTALS

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

1. Tabulate products by Specification number and title.

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

1.4 QUALITY ASSURANCE

A. Comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Install products straight, true-to-line, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp, and potentially hazardous edges.

D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1. Seismic Anchors: Conform to code requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Transport products by methods to avoid product damage, deliver in undamaged condition in manufacturer's unopened containers or packaging.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

C. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

F. Arrange storage to provide access for inspection; periodically inspect to assure products are undamaged and are maintained under required conditions.

G. Provide equipment and personnel to handle products by methods to prevent soiling and prevent damage.

H. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.

I. Immediately remove from Project products damaged, wet, stained, and products with mold and products with mildew.

1. Take special care to prevent absorbent products such as gypsum board and acoustical ceiling units from becoming wet.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes execution requirements.

1. Installer qualifications.
2. Examination.
3. Manufacturer's instructions.
4. Installation.
5. Cleaning.
6. Protection.

B. Related Requirements:

1. Section 01 50 00: Cleaning during construction.
2. Section 01 77 00: Closeout procedures.
3. Section 01 79 00: Demonstration and training.

1.2 INSTALLER QUALIFICATIONS

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

1.3 EXAMINATION

A. Acceptance of Conditions: Beginning installation of a product signifies installer has examined substrates, areas, and conditions for compliance with manufacturer requirements for tolerances and other conditions affecting performance.

B. Field Measurements: Take field measurements as required to fit Work properly; recheck measurements prior to installing each product.

1. Where portions of Work are to fit to other construction verify dimensions of other construction by field measurements before fabrication; allow for cutting and patching to avoid delaying Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

1.4 MANUFACTURERS' INSTRUCTIONS

A. Manufacturer’s Recommendations: When work is specified to comply with manufacturers' recommendations or instructions, distribute copies to persons involved and maintain one set in field office.

1. Conform to requirements specified in Section 01 30 00 for submittal of recommendations or instructions to Architect; submit to Architect only where specified or where specifically requested; otherwise keep in Field Office.

B. Perform work in accordance with details of recommendations and instructions and specified requirements.

1. Consult with Architect should a conflict exist between Specifications and recommendations, or Specifications and instructions.

C. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

1.5 INSTALLATION

A. Pre-Installation Meetings: Installers and suppliers are to attend pre-installation meetings scheduled by Contractor.

B. Comply with manufacturers written recommendations and installation instructions unless more restrictive requirements are specified.

C. Locate Work and components accurately, in correct alignment and elevation.

1. Make vertical work plumb and horizontal work level.

2. Install components to allow space for maintenance and ease of removal for replacement.

D. Install products at time and under conditions to ensure best possible results; maintain conditions required for product performance until Substantial Completion.

E. Conduct operations so no part of Work is subject to damaging operations or excessive loads during normal conditions.

F. Securely anchor permanent construction in place, accurately located and aligned with other portions of Work.

G. Allow for building movement including thermal expansion and contraction.

H. Make joints of uniform width; arrange joints as indicated, for best visual effect where not otherwise indicated; fit exposed connections together to form hairline joints except where otherwise indicated.

1.6 CLEANING

A. Cleaning During Construction: Specified in Section 01 50 00 - Temporary Facilities and Controls.

B. Progress Cleaning: Keep installed areas clean using nontoxic cleaning materials specifically recommended by manufacturers of product being cleaned, where not otherwise recommended use nontoxic materials that will not damage surfaces.

1. Remove debris from concealed spaces before enclosing space.

2. Supervise construction operations to assure no part of construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

C. Final Cleaning: Execute final cleaning at Substantial Completion.

1. Clean surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.

2. Clean equipment and fixtures to a sanitary condition.

3. Clean site; sweep paved areas.

4. Remove waste, surplus materials and rubbish from Project and site; recycle to maximum extent feasible.

1.7 PROTECTION

A. Protect products subject to deterioration with impervious cover. Provide ventilation to avoid condensation and trapping water.

B. Take care to use protective covering and blocking materials that do not soil, stain, or damage materials being protected.

C. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

D. Protect interior materials from water damage; immediately remove wet materials from site to prevent growth of mold and mildew on site.

END OF SECTION

SECTION 01 73 00

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Contractor is responsible for cutting, fitting, and patching to complete Work and to:

1. Make its parts fit together properly.
2. Uncover work to provide for installation of ill-timed work.
3. Remove and replace defective work.
4. Remove and replace work not conforming to Contract Documents.
5. Remove samples of installed work as required for testing.
6. Provide routine penetrations of non-structural surfaces for installation of piping.
7. Provide routine penetrations of non-structural surfaces for installation of conduit.

B. Related Requirements:

1. Section 01 50 00: Temporary facilities and controls.
2. Section 02 41 20: Selective demolition as required for Project.

1.2 SUBMITTALS

A. Submit written request well in advance of cutting or alteration which affects:

1. Work of Owner or separate contractor.
2. Structural value or integrity of any element of Project.
3. Integrity of weather-exposed or moisture-resistant elements.
4. Efficiency, operational life, maintenance, or safety of operational elements.
5. Visual qualities of sight-exposed elements.

B. Request shall include:

1. Identification of Project and description of affected work.
2. Necessity for cutting or alteration.
3. Effect on work of Owner or separate contractor.
4. Effect on structural integrity, or weatherproof integrity of Project.
5. Alternatives to cutting and patching.
6. Cost proposal, when applicable.
7. Written permission of separate contractor whose work will be affected.
8. Description of proposed work including:

    a. Scope of cutting, patching, alteration, or excavation.
    b. Products proposed to be used.
    c. Extent of refinishing to be included.

C. Should conditions of Work or schedule indicate a change of products from original installation, Contractor shall submit request for substitution as specified in Section 01 25 00 – Substitution Procedures.

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with Specifications and standards for each specific product involved.

B. Where Specifications and standards have not been provided, provide materials and fabrication consistent with quality of Project and intended for commercial construction.

C. Provide new materials for cutting and patching unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect conditions affecting installation of products, or performance of work.

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

3.2 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.

1. Provide services of licensed engineer for designing temporary support where required by applicable authorities for temporary supports and for shoring; submit engineering calculations directly to applicable authorities upon request.

B. Protect other portions of Project from damage.

3.3 PERFORMANCE

A. Execute cutting by methods that provide proper surfaces to receive installation of repairs and finishes.

1. Execute excavating and backfilling by methods which will prevent settlement, and which will prevent damage to other work.

B. Employ same installer or fabricator to perform cutting and patching work as employed for new construction for:

1. Weather-exposed or moisture resistant elements.

2. Sight-exposed finished surfaces.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

D. Restore work that has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.

E. Fit work tight to pipes, sleeves, ducts, conduit, and penetrations through surfaces.

F. Refinish entire surfaces as necessary to provide even finish to match adjacent finishes:

1. For continuous surfaces, refinish to nearest intersection.

2. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01 74 10

WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Project requires special Waste Management Program.

1. *CAL*Green Waste Management: As required in Section 01 81 15.
2. Effect optimum control of solid wastes.
3. Prevent environmental pollution and damage.

B. Related Work:

1. Section 01 50 00: Temporary facilities and controls.
2. Section 01 81 15: CALGreen environmental requirements.

1.2 DEFINITIONS

A. Inert Fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively.

B. Class III Landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.

C. Construction and Demolition Waste: Includes solid wastes, such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair, and demolition operations.

1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.

2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.

D. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.

E. Sanitary Wastes:

1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution, or consumption of food.

2. Sewage: Domestic sanitary sewage.

1.3 SUBMITTALS

A. Waste Management Program: Comply with Contract Documents and applicable code requirements for salvaging, recycling, and disposing of nonhazardous waste.

1. Prior to commencement of Work, schedule and conduct meeting with Owner and Architect to discuss proposed Waste Management Program.

2. Develop mutual understanding relative to details of recycling, and rebate programs.

3. Prepare and submit a written and graphic Waste Management Program including, but not limited to, the following:

a. Indicate procedures to be implemented.

b. Estimate total Project waste to be generated, and estimated cost of disposing of Project waste in landfills.

c. Estimate total cubic yards of following waste categories to be diverted from landfill.

1) Clean dimensional wood, palette wood.
2) Plywood, oriented strand board, and medium density fiberboard.
3) Cardboard, paper, packaging.
4) Other items as directed by Owner and Architect.

d. Estimate amounts of following waste categories in appropriate units (weight, feet, square yards, gallons).

1) Metals.
2) Paint.
3) Other items as directed by Owner and Architect.

e. Submit permit or license and location of waste disposal areas.

f. Submit procedures for recycling/re-use program.

g. Submit procedures for rebate programs.

h. Revise and resubmit Waste Management Program as required by Owner and Architect.

1) Review of Contractor's Waste Management Program will not relieve Contractor of responsibility for control of pollutants and other environmental protection measures.

B. Submit summary of solid waste generated by Project with each application for progress payment, on form acceptable to Owner and Architect; include manifests, weight tickets, receipts, and invoices identifying Project and waste delivered to following locations.

1. Recycling Centers.
2. Class III landfills.
3. Inert fills.

C. Prepare rebate information and product documentation as required for Owner to qualify for rebate programs; submit with final closeout submittals.

1. Where feasible submit in electronic format, otherwise in 3-ring binder.

1.4 RECYCLING PROGRAM

A. Recycling: Implement recycling program that includes separate collection of waste materials of following types as applicable to Project requirements; recycling program to be applied by Contractors and subcontractors.

1. Land clearing debris.
2. Asphaltic concrete.
3. Concrete.
4. Masonry materials.
5. Ferrous metal.
6. Non-ferrous metal.
7. Clean dimensional wood and palette wood.
8. Plywood, oriented strand board, and medium density fiberboard.
9. Paper - bond.
10. Paper - newsprint.
11. Cardboard and paper packaging materials.
12. Glass.
13. Plastics.
14. Paint.
15. Beverage containers.
16. Others as appropriate.

B. Handling: Keep materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.

1. Clean materials contaminated prior to placing in collection containers.

2. Arrange for collection by or delivery to appropriate recycling center or transfer station that accepts construction and demolition waste for purpose of recycling.

C. Participate in Re-Use Programs: Rebates, tax credits, and other savings obtained for recycled or re-used materials shall accrue to Contractor.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes Contract closeout procedures.

1. Substantial Completion.
2. Final Completion.
3. Project record documents.
4. Material and finish data.
5. Operation and maintenance manuals.

B. Related Requirements:

1. Section 01 30 00: Administrative requirements including attic stock.
2. Section 01 78 00: Warranties.
3. Section 01 79 00: Demonstration and training.

1.2 SUBSTANTIAL COMPLETION

A. Immediately prior to Substantial Completion, schedule agency reviews as required for “temporary certificate of occupancy” or for “certificate of occupancy”.

B. When Contractor considers Work, or a designated portion thereof is substantially complete, submit written notice, with list of items to be completed or corrected.

1. List (“Punch List”): Format pre-approved by Owner and Architect; tabular form with each space listed required.

C. Within a reasonable time, Owner and Architect will inspect status of completion and may add to “Punch List”.

D. Should Owner and Architect determine Work is not substantially complete, Contractor will be promptly notified in writing, giving reasons.

E. Contractor shall remedy deficiencies and send a second written notice of substantial completion; Architect will reinspect Work.

1. Contractor shall pay for Architect's time and direct expenses where more than one Substantial Completion inspection is required for any one campus.

F. When Work is determined to be substantially complete by Architect, a Certificate of Substantial Completion will be prepared in accordance with General Conditions.

1.3 FINAL COMPLETION

A. When Work is complete, submit written certification indicating:

1. Work has been inspected for compliance with Contract Documents.

2. Work has been completed in accordance with Contract Documents and deficiencies listed (in 'Punch List") with Certificate of Substantial Completion have been corrected.

3. Equipment and systems have been tested in presence of Owner's representative and are operational.

4. Work is complete and ready for final inspection.

B. Special Submittals: In addition to submittals required by Contract, submit following.

1. Provide submittals required by governing authorities to governing authorities with copies included in Project Record Documents.

2. Submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 PROJECT RECORD DOCUMENTS

A. Keep documents current; do not permanently conceal any work until required information has been recorded.

1. Owner will provide Contractor with a separate set of Drawings to maintain for Project Record Documents.

2. Store reproducible Drawings, one set of Project Manual, and one copy of each Change Order separate from documents used for construction, for use as Project Record Documents.

3. Indicate actual work on Drawings; indicate actual products used in Project Manual, including manufacturer, model number and options.

4. Update Project Record Documents daily and allow for Architect inspection at least once a month.

B. At Contract close-out submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

C. Final Completion Submittal: At Project Completion submit both Project Record Documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.5 MATERIAL AND FINISH DATA

A. Provide data for primary materials and finishes.

B. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.

1. Electronic Format: Where available in electronic format, submit USB 3.0 flash drives with information required for material and finish data.

C. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:

1. Trade names, model, or type numbers.
2. Cleaning instructions.
3. Product data.
4. Maintenance recommendations.

1.6 OPERATION AND MAINTENANCE MANUALS

A. Provide manuals for:

1. Electrically operated items.
2. Electrical equipment and controls.
3. Maintenance manuals provided as part of Submittals.
4. Emergency manuals and instructions provided as part of Submittals.

B. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.

C. Provide a separate volume for each system, with a table of contents and index tabs for each volume.

D. Arrange by Specification division and gives names, addresses, and telephone numbers of Subcontractors and suppliers. List:

1. Appropriate design criteria.
2. List of equipment and parts lists.
3. Operating and maintenance instructions.
4. Shop drawings and product data.

E. Electronic Format: Where available in electronic format, submit two USB 3.0 flash drives with information required for operation and maintenance manuals.

END OF SECTION

SECTION 01 78 00

WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Warranties: Compile required, and incidental warranties required by Contract Documents.

1. Manufacturer Warranties: Provide manufacturer's standard warranties where specified including inspections and services included or required as part of manufacturer's standard warranty.

2. Special Warranties: Provide special warranties as required by Specifications sections.

3. These warranties shall be in addition to and not a limitation of other rights Owner may have against Contractor under Contract Documents, and which may be prescribed by law, regardless of wording of warranty.

B. Extended Correction Period: Contractor shall correct failure of materials and systems to perform in a manner consistent with their intended use including but not limited to failure of waterproofing and roofing systems to resist penetration from water.

1. Standard Correction Period: One year after Substantial Completion or Beneficial Occupancy by Owner except where otherwise noted in Contract Documents; coordinate with General Conditions and Supplementary Conditions.

a. Items used by Contractor during construction operations shall not be considered substantially completed.

b. Correction of Work Period begins with Owner occupancy not completion of component.

2. Extended Correction Period: Requirements are same as standard correction period but for an extended period as indicated in Specifications sections.

3. Contractor Responsibilities: Bear cost of correcting failed work and replacing construction damaged by failure of materials and systems to perform in a manner consistent with their intended use during correction period.

a. Requirements for correction period shall apply to Subcontractors, suppliers, installers, and those responsible for failed work.

b. Owner and Design Team shall not be responsible for determining degree of responsibility of those involved.

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

1.2 FORM OF SUBMITTAL

A. Special Warranty and Extended Correction Period Forms: Provide duplicate copies, notarized or on Contractor and Manufacturer's letterhead without conditions or exceptions to requirements specified.

1. Assemble documents executed by subcontractors, installers, suppliers, and manufacturers.

2. Provide table of contents and assemble in binder with durable plastic cover, clearly identified regarding extent of contents.

3. Electronic Format: Submit USB 3.0 flash drives of warranties, in Microsoft Word.

B. Manufacturer Warranty Forms: Use manufacturer’s standard forms unless otherwise directed in Contract Documents; completed form shall not detract from or confuse interpretations of Contract Documents.

1. Manufacturer’s authorized representative shall sign manufacturer warranties.

2. Subcontractor and installer shall countersign warranty where specified.

C. Submit final warranties prior to final application for payment.

1. For equipment put into use with Owner's permission during construction, submit within ten days after first operation.

2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

D. Provide information for Owner's personnel regarding proper procedure in case of failure and instances that might affect validity of manufacturer warranty.

E. Size: 8-1/2" by 11" for three-ring binder; fold larger sheets to fit.

1.3 WARRANTIES AND CORRECTION OF WORK DOCUMENTS

A. Warranties and Correction of Work Documents are intended to protect Owner against failure of work and against deficient, defective, and faulty materials and workmanship, regardless of sources.

B. Limitations: Warranties and correction of work requirements are not intended to cover failures that result from:

1. Unusual or abnormal phenomena of the elements.

2. Owner's misuse, maltreatment, or improper maintenance of work.

3. Vandalism after substantial completion.

4. Insurrection or acts of aggression including war.

C. Related Damages and Losses: Remove and replace work which is damaged as result of failure, or which must be removed and replaced to provide access for correction of work.

D. Reinstatement: After correction of work reinstate warranty or extended correction period for corrected work to date of original expiration, but not less than half original period.

1. Correction of Work Period: The general correction of work period specified shall not be extended by corrective work except to extent required to correct failure and repair or replace materials damaged by failure.

E. Replacement Cost: Replace or restore failing items without regard to anticipated useful service lives where part of correction of work period, extended correction of work period, and special warranty period unless otherwise noted.

F. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse interpretations of Contract Documents.

END OF SECTION

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide equipment and systems demonstration and instruction in accordance with Contract Documents.

B. Related Sections:

1. Section 01 31 00: Project management and coordination.
2. Section 01 77 00: Contract closeout procedures.
3. Refer to Facility Services Subgroups for mechanical and electrical requirements.

1.2 DESCRIPTION

A. Seminar Agenda and Outline:

1. Prepare a seminar agenda and outline in consultation and cooperation with Owner. Include following:

a. Equipment and systems that will be included in seminars.
b. Name of companies and representatives presenting at seminars.
c. Outline of each seminar's content.
d. Time and date allocated to each system and item of equipment.

2. Submit preliminary seminar agenda and outline for review and comment by Owner.

a. Revise and resubmit agenda and outline until all seminar requirements have been satisfied and seminar dates and presenters have been finalized.

3. Submit final seminar agenda and outline no later than eight weeks before date of Acceptance of Work.

B. Seminar Organization:

1. Contractor’s presentation leaders shall chair seminars.

a. Coordinate qualification of training personnel, seminar contents, and presentations with Owner.

2. Coordinate individual presentations and ensure manufacturer’s representatives scheduled to be at training seminars are present.

3. Arrange for presentation leaders familiar with design operation, maintenance and troubleshooting of equipment and systems.

a. Where one person is not familiar with all aspects of equipment or system; arrange for specialists familiar with each aspect.

4. Coordinate seminar dates with Owner and select mutually agreeable dates.

C. Seminar Content:

1. Architect's Consultants will explain design philosophy of primary systems.

2. Include following information in presentations dealing with specific systems.

   a. An overview of how system is intended to operate.
   b. Describe design parameters, constrains and operational requirements.
   c. Describe system operation strategies.
   d. Provide information to help in identifying and troubleshooting problems.

3. Include following information in presentations dealing with equipment.

   a. Explanation of how equipment operates.
   b. Recommended preventative and routine maintenance.

D. System Demonstration:

1. Demonstrate operation of equipment and systems when specified in individual technical sections. Include following in demonstration.

   a. Start-up and shut down.
   c. Operation.
   d. Scheduled and preventative maintenance.
   e. Troubleshooting.

2. Demonstration may be conducted at time of original starting with Owner's prior approval.

E. Seminar and Demonstration Questions:

1. Be prepared to answer questions raised by Owner's personnel at demonstrations and seminars.

2. If unable to satisfactorily answer questions immediately, provide written response within three days.

F. Use manufacturer's operation and maintenance data as basis of instruction.

END OF SECTION

SECTION 01 81 15

*CAL*GREEN ENVIRONMENTAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Comply with *CAL*Green environmental requirements related to energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality as adopted by applicable authorities.

1. Nonresidential Projects: Comply with specific *CAL*Green requirements for nonresidential projects including:

a. State-owned buildings, public elementary and secondary schools and community colleges, qualified historical buildings, hospitals, care facilities, and clinics.

1.2 ENVIRONMENTAL REQUIREMENTS

A. Mandatory Measures: Comply with *CAL*Green Mandatory Measures applicable to Project.

1. Design team and construction team are each required to participate to maximum degree possible to achieve *CAL*Green environmental requirements.

2. Contract Documents are not intended to limit alternative means of achieving environmental requirements.

a. Suggestions from Contractor, subcontractors, suppliers, and manufacturers for achieving environmental requirements are encouraged; team approach is also encouraged.

3. Voluntary Tiers: Construction team is encouraged to work with Owner and Design Team to achieve enhanced Voluntary Tier levels by incorporating additional measures as defined in *CAL*Green Appendixes.

a. Contact Owner and Architect regarding extent of intent of Project to reach Voluntary Tiers, additional work necessary to achieve enhanced Voluntary Tiers, and potential costs involved in achieving each Voluntary Tier.

b. Construction team is required to achieve Mandatory Measures and to achieve as much as possible without unacceptable cost impact or schedule impact as considered by Owner.

B. Requirements: Construction team is required to review *CAL*Green requirements relative to Nonresidential Project related to following.

1. Energy Efficiency: Comply with California Energy Commission requirements.

2. Water Efficiency and Conservation: Comply with requirements for both indoor and outdoor water use.

3. Material Conservation and Resource Efficiency:

    a. Construction Waste: Provide construction waste management plan as defined by *CAL*Green and complying with *CAL*Green requirements for construction waste diverted from landfill by recycling or salvage for reuse.

4. Nonresidential Projects Environmental Quality:

    a. Equipment Pollution Control: Cover duct and related air distribution component openings to prevent dust and debris accumulation.

    b. Finish Material Pollution Control: Comply with *CAL*Green requirements for volatile organic compound (VOC) emissions including but not necessarily limited to following (as applicable):

        1) Paints and coatings.

    c. Filters: Comply with requirements for mechanically ventilated buildings to have air filtration media for outside and return air prior to occupancy.

    d. Environmental Tobacco Smoke (ETS) Control: Comply with *CAL*Green requirements for ETS.

    e. Interior Moisture Control: Comply with California Building Code requirements and *CAL*Green requirements for vapor retarder at concrete slab foundations and capillary break (aggregate base).

    f. Building Material Moisture Content: Do not use water damaged building materials, remove and place wet and high moisture content insulation, and do not enclose wall or floor framing when moisture content exceeds 19%.

    g. Indoor Air Quality: Comply with *CAL*Green requirements for outside air delivery and carbon dioxide monitoring.

    h. Environmental Comfort: Comply with *CAL*Green requirements for whole acoustical control and interior sound control.

    i. Outdoor Air Quality: Comply with *CAL*Green requirements for reduction of greenhouse gases and ozone depletion.

C. Planning and Design: Construction team shall coordinate with Design Team regarding Project Planning and Design methods related to *CAL*Green requirements related to Project design and shall comply with requirements related to construction.

1.3 QUALITY ASSURANCE

A. Project Management and Coordination: Contractor to identify one person on Contractor's staff to be responsible for *CAL*Green issues compliance and coordination.

1. Experience: Environmental project manager to have experience relating to *CAL*Green building construction.

2. Responsibilities: Carefully review Contract Documents for *CAL*Green issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.

    a. Submittals: Collect, compile, verify, and maintain sufficient information for submittals indicating compliance with applicable *CAL*Green requirements.

3. Meetings: Discuss *CAL*Green Goals at following meetings.

    a. Pre-construction meeting.
    b. Pre-installation meetings.
    c. Regularly scheduled job-site meetings.

B. *CAL*Green Issues Criteria: Comply with requirements listed in *CAL*Green and various Specification sections.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions Environmental Issues: Requests for substitutions shall comply with requirements specified in Section 01 25 00 – Substitution Procedures, with following additional information required where environmental issues are involved.

1. Indicate each proposed substitution complies with *CAL*Green requirements.

2. Owner and Architect reserve right to reject proposed substitutions where *CAL*Green information is not provided and where substitution may impact mandatory requirements or Project voluntary tier requirements.

END OF SECTION

SECTION 02 41 20

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Selectively remove materials, systems, components, fixtures, and equipment as designated and as required for completion of Project as indicated.

1. Cap and identify active utilities.

B. Related Sections:

1. Section 01 50 00: Temporary facilities including barriers and waste management.
2. Section 01 73 00: Cutting and patching.
3. Section 01 74 10: Waste management.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Do not interfere with use of adjacent campus spaces not in Project; maintain free and safe passage to and from.

2. Prevent movement of structural components, provide and place bracing and be responsible for safety and support of structural components. Assume liability for movement, settlement, damage, or injury.

3. Cease operations and notify Architect immediately if safety of structural components appears to be endangered; take precautions to properly support structures. Do not resume operations until safety is restored.

4. Prevent dust from selective demolition from contaminating adjacent areas, and clean construction dust from adjacent area immediately upon notification by Architect, Owner, or authorities having jurisdiction.

B. Design/Build: Provide special engineering to ensure compliance with applicable codes and Contract Documents for support systems.

C. Scheduling: Do not close or obstruct roadways without permits. Conduct operations with minimum interference to adjacent traffic.

1.3 SUBMITTALS

A. Action Submittals: Submit selective demolition operational sequence to ensure Project sequencing is consistent with Owner needs.

B. Informational Submittals: Submit permits for transport and disposal of debris.

1.4 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Debris: Maintain possession of materials being demolished except where noted as a material for reinstallation or a material to be retained by Owner. Immediately remove debris from site.

1. Immediately remove from site wet materials and materials with water stains, with mold, and with mildew.

B. Materials for Reinstallation: Carefully remove, store, and protect materials indicated to be reinstalled. Contact Owner and Architect prior to beginning demolition to determine extent of other materials that might be suitable for reinstallation.

1. Inventory and record condition of items to be reinstalled.

2. Repair damage to materials to be reinstalled as required for proper installation and operation. Clean and repair finishes.

C. Owner Retained Materials: Contact Owner prior to beginning demolition to determine extent of materials to be retained. Carefully remove materials indicated to be retained by Owner; deliver and store where directed.

1. Inventory and record condition of items to be retained by Owner.

PART 3 - EXECUTION

3.1 EXISTING SERVICES

A. Disconnect or remove utility services as required for completion of Project; disconnect, stub off, and cap utility service lines not required for new construction.

1. Do not remove utilities discovered during demolition but not indicated without first determining purpose for utility, coordinate with Architect and Engineers.

B. Do not disrupt services to adjacent building areas not in Project.

C. Place markers to indicate location of disconnected services; identify service lines and capping locations on Project Record Documents.

3.2 DEMOLITION

A. Demolish indicated appurtenances as indicated and as required for Project completion in an orderly and careful manner.

1. Use methods that do not damage materials indicated to remain.

2. Cut concrete using masonry saws and hand tools; provide sharp clean cuts requiring minimal patching for new construction.

3. Use impact tools only where specifically approved in advance.

B. Perform demolition in accordance with authorities having jurisdiction.

C. Remove demolished materials from site, unless otherwise directed.

1. Remove from site, contaminated, vermin infested, and dangerous materials encountered and dispose of by safe means so as not to endanger health of workers or public.

D. Remove tools and equipment upon completion of work; leave area in condition acceptable to Owner and Architect.

3.3 REPAIR

A. Repair damage to adjacent construction caused as result of this work.

B. Repair demolition beyond that required.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide cast-in-place concrete slabs as indicated, with formwork, reinforcement, and accessories as required for complete installation.

1.2 REFERENCES

A. American Concrete Institute (ACI):

1. ACI 301 - Structural Concrete for Buildings.
2. ACI 304 - Measuring, Mixing and Placing Concrete.
3. ACI 305 - Hot Weather Concreting.
4. ACI 306 - Cold Weather Concreting.
5. ACI 308 - Curing Concrete.
6. ACI 315 - Details and Detailing of Concrete Reinforcement.
7. ACI 318 - Building Code Requirements for Reinforced Concrete.
8. ACI 347 - Concrete Formwork.

B. Concrete Reinforcing Steel Institute (CRSI):

1. CRSI 59 - Placing Reinforcing Bars.
2. CRSI 63 - Placing Bar Supports.

C. American Welding Society (AWS): AWS D1.4 - Reinforcing Steel Structural Welding Code.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate concrete work with inserts being placed by others and where templates and direction for placement are to be provided by others.

1. Verify structural tolerances allowed by referenced standards and applicable codes allow space for code required access, egress, and other requirements where allowable tolerances could result in insufficient space.

a. Take special care where allowable tolerances could result in insufficient space for access, egress, and other requirements to ensure variations in locations favor spaces requiring maximum space available.

1.4 SUBMITTALS

A. Product Data: Submit literature for manufactured products.

B. Shop Drawings: Submit detailed shop drawings of reinforcing steel for approval prior to fabrication.

1. Show details and location of construction joints in concrete.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Handle concrete from mixer to place of final deposit as rapidly as practicable by methods that prevent separation or loss of ingredients.

B. Deposit concrete as nearly as practical in its final position to minimize additional handling and to minimize flowing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide cast-in-place concrete slabs, with formwork, reinforcement, and accessories.

B. Regulatory Requirements, General: Comply with applicable code requirements for concrete construction.

C. Regulatory Requirements, Slip-Resistance: Hard surface finishes to comply with requirements of authorities having jurisdiction for slip-resistant hard surfaces, including general code requirements and for access for persons with disabilities.

D. Design Requirements: Comply with ACI 301, ACI 304, ACI 305, ACI 308, ACI 315, ACI 318, ACI 347, CRSI 59, CRSI 63, and AWS D1.4, unless modified by building code, and as specified otherwise.

E. Forms: Unless otherwise indicated provide wood boards or American Plywood Association (APA) Class 1, EXT, minimum 5/8" thick panels in accordance with U.S. Product Standard PS 1.

F. Form Release Agent: Non-staining type that does not adversely affect concrete surface or materials fixed to concrete.

G. Reinforcing:

1. Bars: ASTM A615, Grade 60 for No. 5 and larger bars, Grade 40 for No. 4 and smaller, unless otherwise indicated.

2. Welded Wire Fabric: ASTM A185.

3. Tie Wire: #16 AWG or heavier, black annealed.

4. Supports for Reinforcing Bars: Types as approved by Architect, which do not stain or affect exposed concrete.

H. Cement: Portland cement, ASTM C150, Type I, unless otherwise indicated; use one brand of cement throughout Project.

I. Aggregates: ASTM C33, hard, durable material from established sources with proven record of successful use in producing concrete with minimum shrinkage.

J. Admixtures:

1. Water Reducing Admix: ASTM C494, Type A or D.

2. Air Entrainment: ASTM C260, as required to produce air content of approximately 4%.

K. Water: Potable, clean and free from deleterious material.

L. Curing Compounds: ASTM C309, Type I, and which will not discolor concrete or affect bonding of other finishes applied to concrete.

1. Type which restricts loss of water to not more than 0.500 grams per sq. cm. of surface when tested per ASTM C156.

M. Surface Hardener: Clear liquid hardener suitable for traffic.

1. Systems Manufacturers:

a. Sonneborn Division Rexnard Chemical Products, Inc./Lapidolith.
b. Substitutions: Refer to Section 01 25 00.

N. Expansion Joints: Formed by premolded bituminous joint material, non-extruding, conforming to ASTM D1751.

1. Systems Manufacturers:

a. W.R. Meadows, Inc.
b. Substitutions: Refer to Section 01 25 00.

O. Slab Curing Paper: Reinforced waterproof building paper conforming to ASTM C171, Type I, non-staining.

P. Nonshrink Grout: Non-shrink, non-metallic, pre-mixed, factory-packaged, non-staining, non-corrosive, non-gaseous.

1. Systems Manufacturers:

a. Master Builders/Masterflow 713.
b. U.S. Grout Corp./Five Star Grout.
c. Bostik Construction Products/Upcon Grout.
d. Protex Industries, Inc./Propak.
e. Substitutions: Refer to Section 01 25 00.

2.2 FABRICATION

A. Formwork: Design, erect, support, brace and maintain formwork to support vertical and lateral loads, until such loads are supported by structure.

1. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained full strength.

2. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position.

3. Support form facing materials by support members spaced sufficiently close to prevent deflection.

a. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities.

b. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads.

4. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

5. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement; solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

B. Reinforcing Steel Bars:

1. Accurately bent or formed to shapes detailed or scheduled by experienced shops by methods that will not injure materials.

a. Fabrication tolerance shall be in conformance with ACI 301.

2. Do not bend or straighten reinforcement in a manner that will injure material. Heating reinforcement for bending is not permitted.

2.3 MIXES

A. Proportions of concrete mixes to produce concrete of required strengths, slumps, aggregate sizes, and to have low shrinkage.

1. Minimum Concrete Strength: 2500 psi.

B. Provide consistency for thorough compaction of concrete into corners and around reinforcing without excessive puddling, spading or vibration.

C. Do not permit materials to segregate, or free water to collect on surface.

D. Design maximum size and grading of aggregates to produce dense and uniform concrete free from rock pockets, honeycomb, and other irregularities.

E. Include water contained in aggregates in determination of amount of water in batch.

F. Review and approve proposed concrete mix designs for compatibility with placing requirements to insure concrete as designed can be placed in accordance with Contract Documents.

PART 3 - EXECUTION

3.1 FORMWORK

A. General: Construct forms complying with ACI 347, to sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work finished structures.

B. Provide openings, offsets, sinkages, keyways, recesses, chamfers, anchorages and inserts and other features required.

1. Before placement check lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.

C. Leakage: Erect forms tight to prevent leakage of mortar; after erection, seal cracks, holes, slits, gaps, and apertures in concrete forms so they will withstand pressure and will remain tight.

D. Removal: Design and assemble forms for easy removal without hammering or prying against concrete surfaces.

1. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.

2. Kerf wood inserts for forming keyways, reglets, recesses, and to prevent swelling and assure ease of removal.

E. Corners: Form intersecting planes to provide true, clean-cut corners, with edge grain of plywood not exposed to form for concrete.

F. Apply coating of approved release agent prior to formwork in accordance with release agent manufacturer's instructions.

G. Obtain information from others in time to schedule and coordinate installation of items furnished by others to be embedded in concrete, so provisions for their work can be made without delaying Project.

1. Take precautions to maintain alignment and prevent damage of such items during placement of concrete.

2. Install items furnished by others in accordance with templates provided to assure proper location of finished items.

H. Formwork shall be observed continuously while concrete is being placed; permit no changes of elevation, plumbness, or camber. If weaknesses develop and forms show settlement or distortion, strengthen formwork.

I. Do not subject concrete to superimposed loads until it has attained its full design strength.

J. Removing Forms: Prying against face of concrete is not allowed; use wooden wedges.

1. Remove forms in manner to ensure complete safety of members; do not disturb supporting forms until concrete has hardened sufficiently to permit removal without damage to concrete surface.

3.2 REINFORCING

A. Secure reinforcing steel in place and inspect accuracy before doubling up or closing in forms.

B. Securely tie at intersections and supports with wire, and in such a manner as to preclude displacement during pouring of concrete.

1. Placing tolerances shall be in conformance with ACI 301.

C. Before placing, clean bars free from scale, dirt, grease, and foreign substances which are detrimental to the bond. After placing, maintain bars in a clean condition until completely embedded in concrete.

D. Where construction such as pipe sleeves prevents intended placement of reinforcing, provide additional reinforcing around obstruction.

E. Splices: Provide sufficient lap to transfer the stress between bars by bond and shear.

1. Stagger splices of adjacent bars where possible.

2. Do not make splices of reinforcement at point of maximum stress.

3.3 CONCRETE INSTALLATION

A. Construction Joints: Location of construction joints shall be as approved by Architect. Locate joints so as not to impair strength of structure.

1. Clean and roughen horizontal and vertical construction joints, exposing clean aggregate solidly embedded in mortar matrix.

2. Extend reinforcing continuously through construction joints.

B. Concrete: Ready-mixed concrete mixed and transported in accordance with ASTM C94 Specifications for Ready-Mixed Concrete.

1. Ingredients: Proportioned by weight.

2. Mixed Concrete: Homogeneous in distribution of material and uniform in consistency and color. Placed in forms within 90 minutes from time of introduction of cement and water into mixer.

3. Do not add water after transit mixer leaves batching plant.

C. Concrete Workmanship: Conform to applicable code requirements for reinforced concrete, and ACI 318 for construction practices and workmanship.

1. Slump of concrete at time of placing shall not be one-half inch greater than required slump.

2. Place concrete in manner to prevent staining or splattering of completed work.

D. Hot Weather Placement: Conform with ACI 305 to reduce concrete temperature and water evaporation by proper attention to ingredients, production methods, handling, placing, protection, and curing.

E. Cold Weather Placement: Conform to ACI 306 to protect concrete work from physical damage or reduced strength which could be caused by frost, freezing, and low temperatures.

F. Preparation:

1. Sleeve pipes and conduits passing through structural concrete.

2. Verify locations and invert elevations of sleeves prior to pouring concrete.

3. Before depositing concrete, clean equipment for mixing and transporting concrete, completely remove debris from interior of forms, and thoroughly wet forms.

4. Secure reinforcement and other work to be embedded in concrete in position before casting.

5. Remove freestanding water and divert ground water from forms and excavations.

6. Accurately set anchor bolts to line and grade and securely hold in position so they are not displaced while concrete is being poured.

G. Concrete Installation: Carry on concrete, once started, as a continuous operation until section of acceptable size and shape is completed.

1. Deposit concrete to maintain a plastic surface approximately horizontal, until completion of each unit; do not deposit concrete that has started to set or stiffen.

a. Remixing concrete which has begun to set is not permitted.

2. Take care not to displace reinforcing, inserts, anchor bolts, welding plates, or any other item to be embedded in concrete.

3. Thoroughly clean conveyors, trucks, and buggies after each pour.

4. Completely remove concrete spilled on forms or reinforcing steel, in portion of structure not immediately concreted, before concrete sets.

5. Thoroughly compact concrete by puddling with suitable tools during placing, and thoroughly worked around reinforcement, around embedded fixtures and into corners of forms.

    a. Vibrate concrete to maintain maximum density without segregation of aggregates; do not use vibrator to spread concrete.

H. Placing Concrete: Deposit and vibrate concrete to ensure proper consolidation, elimination of unintentional cold joints, and to minimize entrapped air on exposed surfaces.

1. Place concrete, screed, and float surfaces to a uniform finish.

    a. Slip-Resistant Steel Trowel Finish: Use power driven trowels, continue final trowel operation to produce finished surface free of trowel marks, uniform in texture and appearance, slip-resistant.

        1) Tolerance: Minimum F/F of 25 and F/L of 20, ASTM E1155.

I. Curing Concrete: Apply curing and hardening compound on surfaces immediately after placement; apply in accordance with manufacturer's recommendations.

1. Cure topping to prevent rapid drying; cure for minimum 7 days with concrete kept continuously moist and above 50 degrees F unless otherwise recommended by cure and hardener manufacturer.

J. Monolithic Slab Finishes: Comply with ACI 301, but not less than the following.

1. Steel Trowel Finish: Apply steel trowel finish to monolithic slab surfaces that are exposed to view.

3.4 REPAIR OF SURFACES

A. Repair exposed-to-view formed concrete surfaces, where possible, that contain defects which adversely affect appearance of finish or structural capabilities of concrete.

1. Match adjacent concrete in form, texture and color and strength.

B. Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect.

C. Surface Defects: Color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets and holes left by tie rod and bolts, fins, and other discolorations that cannot be removed by cleaning.

3.5 CURING AND PROTECTION

A. Protect concrete during and after curing from damage during subsequent building construction operations.

B. Cover traffic areas for as long as necessary to protect concrete from damage.

C. Seal surface of slabs against moisture loss immediately upon completion of finishing operation by application of a waterproof curing paper with edges lapped and sealed with tape, and paper weighted down.

1. Repair tears and rips in curing paper immediately.
2. Maintain curing for minimum 7 days.
3. Do not use calcium chloride in concrete.

END OF SECTION

SECTION 07 26 00

BELOW-GRADE VAPOR RETARDER

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide vapor retarder system for below grade and slab-on-grade concrete, including sealing joints and protrusions through vapor retarder.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's literature.

1.3 SITE CONDITIONS

A. Do not apply vapor retarder during inclement weather or when air temperature is below 40 degrees F.

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

A. Fortifiber Corp./Ultra 15.

B. Raven Industries, Inc./Vapor Block # VB 15 (15 mil Blue).

C. Stego Industries, Inc./Stego Wrap (15 mil).

D. W.R. Meadows/Perminator (15 mils).

E. Substitutions: Refer to Section 01 25 00.

2.2 MATERIALS

A. System Description Includes: Provide vapor retarder system for below grade and slab-on-grade concrete, including sealing joints and protrusions through vapor retarder.

B. Vapor Retarder: ASTM E1745, Class A vapor retarder consisting of 15 mil polyolefin film.

1. Permeance: Maximum 0.025 perms, ASTM F1249 and E154 tests.

2. Resistance to Puncture: Minimum 2200 grams, ASTM D1709, Method B.

3. Tear Resistance: Minimum 8.74 lbs., ASTM D1004.

4. Tensile Strength: Minimum 35 lbs/in., ASTM E154, Section 9, Method D-882, in both directions.

C. Joint Sealer: Pressure sensitive tape as recommended by vapor retarder manufacturer and providing comparable permeance to vapor retarder.

PART 3 - EXECUTION

3.1 PREPARATION

A. Ensure sleeves, curbs and projections that penetrate vapor retarder are properly and rigidly installed.

B. Ensure substrate is free of projections and irregularities that may be detrimental to proper installation of vapor retarder.

3.2 INSTALLATION

A. Apply vapor retarder in accordance with manufacturer's recommendations and installation instructions and in accordance with ASTM E1643; comply with most restrictive where conflicts occur.

1. Seal perimeters and items projecting through vapor retarder with pressure sensitive tape.

B. Seams: Minimum 12" overlap, sealed with pressure sensitive tape for vapor tight seal.

C. Lay vapor retarder membrane smooth with no fish-mouths or bunches of material.

D. Inspect and repair vapor retarder prior to application of concrete slab; tape tears and repair damage.

END OF SECTION

SECTION 07 90 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide joint sealants not specified elsewhere, with backing rods and accessories as required for complete installation.

1. Joint sealants include joint sealers and calking as indicated.

B. Related Sections:

1. Section 13 21 20: Sealants integral with cold storage rooms.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination: System requires coordination of sealants with multiple substrates, some required to accept bond, some required to prevent bond.

1. It shall be responsibility of this Section to ensure substrates are suitable for providing bond or preventing bond as required for proper sealant installation and longevity.

2. Where substrates are not suitable provide materials as required to ensure bond such as primers and to prevent bond such as bond-breakers.

3. Coordinate with Architect where change of detail or sealant type is required to ensure proper sealant installation.

B. Pre-Installation Meeting: Convene not less than one week prior to commencing work of this Section. Require attendance of those directly affecting work of this Section.

1. Review installation procedures and coordination required with related work.

1.3 SUBMITTALS

A. Product Data: Furnish manufacturer's descriptive literature.

B. Samples: Furnish samples of each type of exposed joint sealer in required colors.

C. Certifications:

1. Furnish manufacturer's certification joint sealers comply with Contract Documents and are suitable for Project applications.

2. Furnish certification indicating installers are trained in proper use of specified products, qualified, and familiar with proper installation techniques.

1.4 QUALITY ASSURANCE

A. Sustainability Requirements: Comply with *CAL*Green requirements including those relative to finish material pollution control for adhesives, sealants, and caulks.

1. Provide joint sealants as required by applicable codes and regulations to fill joints and openings in building envelope separating conditioned space from unconditioned space.

B. Installer Qualifications: Firm with minimum five years' successful experience on projects of similar type and size, using specified products.

1. Installers shall be familiar with proper application procedures to ensure maximum joint sealer expansion and contraction capabilities.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, cure time, and mixing instructions.

1.6 SITE CONDITIONS

A. Do not proceed with installation of joint sealers under unfavorable weather conditions.

B. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer.

1.7 WARRANTY

A. Extended Correction Period: Extend correction period to two years.

1. Repair or replace joint sealers which fail to perform as intended, because of leaking, crumbling, hardening, shrinkage, bleeding, sagging, staining, loss of adhesion, and loss of cohesion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide joint sealants with backing rods and accessories.

B. Performance Requirements:

1. Select materials for compatibility with joint surfaces and indicated exposures.

2. Where not indicated, select modulus of elasticity and hardness or grade recommended by manufacturer for each application indicated.

3. Comply with applicable limitations on volatile organic compound (VOC) emissions.

C. Regulatory Requirements: Comply with applicable regulatory requirements regarding limitations on volatile organic compound (VOC) emissions limitations.

D. Elastomeric Sealants:

1. Single Component Low Modulus Silicone Sealant: ASTM C920 Type S, Class 25, Grade NS; minimum 50% expansion and compaction capability.

    a. Provide at locations not exposed to traffic.

    b. Manufacturers:

        1) GE (Momentive Performance Materials)/Silpruf or Silglaz.
        2) Dow/Dowsil 790, 791, or Dowsil 795.
        3) Pecora Corp./864 Architectural Silicone.
        4) Tremco/Spectrem 3.
        5) Substitutions: Refer to Section 01 25 00.

2. Multi-Component Polyurethane Sealant: ASTM C920, Type M, Grade P, Class 25, self-leveling; minimum 25% expansion and compaction capability.

    a. Provide at traffic bearing locations.

    b. Manufacturers:

        1) Pecora Corp./Urexpan NR-200, or Dynatrol II-SG.
        2) Tremco/THC 900-901, or Vulkem 445 SSL.
        3) BASF/MasterSeal SL 2
        4) Substitutions: Refer to Section 01 25 00.

E. Miscellaneous Materials:

1. Primers/Sealers: Non-staining types recommended by joint sealer manufacturer for joint surfaces to be primed or sealed.

2. Joint Cleaners: Non-corrosive types recommended by joint sealer manufacturer; compatible with joint forming materials.

3. Bond Breaker Tape: Polyethylene tape as recommended by joint sealer manufacturer where bond to substrate or joint filler must be avoided for proper performance of joint sealer.

4. Sealant Backer Rod: Closed cell compressible polyethylene foam rod or other flexible, permanent, durable non-absorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer.

    a. Oversize backer rod minimum 30% to 50% of joint opening.

F. Colors: As indicated, as selected by Architect from manufacturer's full range of colors where not indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare joint surfaces in accordance with ASTM C1193 and as recommended by joint sealer manufacturer.

B. Clean joint surfaces immediately before installation of joint sealer; remove dirt, insecure materials, moisture, and other substances which could interfere with bond of joint sealer.

C. Prime or seal joint surfaces when recommended by joint sealer manufacturer; do not allow primer/sealer to spill or migrate onto adjoining surfaces.

D. Ensure protective coatings on surfaces in contact with joint sealers have been completely stripped.

3.2 INSTALLATION

A. Comply with manufacturer's printed instructions and ASTM C1193, except where more stringent requirements are shown or specified.

B. Pest Control: Install stainless steel wool prior to application of backer rods and bond breakers at air seal and as required to ensure complete pest blockage at joints where pest intrusion is a potential.

C. Set sealant backer rods at proper depth or position in joint to coordinate with other work, including installation of bond breakers and sealant; do not leave voids or gaps between ends of backer rods.

1. Do not stretch, twist, puncture, or tear backer rods.

D. Install bond breaker tape as required to avoid three-sided bond of sealant to substrate and where required by manufacturer's recommendations to ensure joint sealers will perform properly.

E. Size materials to achieve required width/depth ratios.

F. Employ installation techniques that will ensure joint sealers are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of bond surfaces equally on opposite sides.

G. Joint Configuration: Fill sealant joint to a slightly concave surface, slightly below adjoining surfaces, unless otherwise indicated.

H. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture or dirt.

I. Install joint sealers to depths recommended by joint sealer manufacturer but within the following general limitations, measured at center (thin) section of bead.

1. Horizontal Joints: 75% width with minimum depth of 3/8".
2. Elastomeric Joints: 50% width with minimum depth of 1/4".

J. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces.

1. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

K. Cure joint sealers in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength, and surface durability.

L. Maintain finished joints free of embedded matter, ridges, and sags.

END OF SECTION

SECTION 08 71 10

GATE LOCKSET AND PANIC HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide lockset and panic hardware for exterior decorative metal fence gates.

1. Owner Furnished Contractor Installed (OFCI): Cylinders for gate hardware.

2. Hardware Schedule: Contractor hired Architectural Hardware Consultant (AHC) to develop Hardware Schedule based on requirements in Contract Documents and applicable codes and regulations.

B. Related Sections:

1. Section 32 31 20: Gate hardware except locksets and panic devices.
2. Review other sections for doors fabricated with hardware.

1.2 REFERENCES

A. ANSI A115 Series: Door and Frame Preparation Standards.

B. ANSI A156 Series: Standards for various hardware items.

C. California Building Code: California Code of Regulations, Title 24, Part 2.

D. Americans with Disabilities Act (ADA) Standards.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Hardware Schedule: Contractor to develop Hardware Schedule based on requirements in Contract Documents with Architectural Hardware Consultant (AHC) with not less than five years successful experience in scheduling hardware.

1. AHC may be independent or may be employed by manufacturer or supplier.

B. Coordination: Coordinate gate hardware installation.

1. Coordinate locksets and panic device hardware with installation with decorative metal fence gates installation in Section 31 31 20.

C. Pre-Installation Meeting: Convene pre-installation meeting prior to commencing work of this section. Include persons involved with installation of doors, frames, and hardware.

1.4 SUBMITTALS

A. Product Data: Submit catalog cuts for each type of hardware clearly marked to indicate hardware type to be provided, style, finish, and options.

1. Supply templates to door and frame manufacturers for proper and accurate sizing and locations of cut-outs for hardware.

B. Shop Drawings: Indicate locations and mounting heights of hardware.

C. Samples: Indicate required style and finish of exposed door hardware.

D. Keying Schedule: Coordinate directly with Owner's Representative.

E. AHC Certification: Submit certification by AHC indicating hardware complies with applicable codes and Contract Documents.

F. Closeout Submittal: Record actual locations of installed cylinders and master key codes on Project Record Documents.

G. Maintenance Materials: Submit manufacturer's parts list and maintenance instructions for each type of hardware supplied and necessary wrenches and tools required for proper maintenance of hardware.

1.5 QUALITY ASSURANCE

A. Supplier Qualifications: Recognized builder’s hardware supplier with minimum five years’ successful experience in scheduling and furnishing hardware.

1. Provide services of architectural hardware consultant to supervise hardware supply.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver hardware in manufacturer's original packages, marked for intended opening and use.

B. Pack with necessary screws, bolts, keys, instructions, and installation template, if necessary, for spotting mortising tools.

C. Upon delivery, furnish complete list of hardware for checking, clearly marked to correspond with marking on each package.

1. Review list for completeness and accuracy.

1.7 WARRANTY

A. Extended Correction Period: Provide for correcting failure of hardware to perform properly, including maintaining accessibility requirements. Repair hardware or replace damaged materials and surfaces.

1. Period: Two years.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide gate lockset and panic hardware and accessories as required for complete operational installation.

1. Review Drawings for gate locations and types; comply with following general requirements; inform Architect where conflicts occur.

2. Provide hardware items with accessories complete to function as intended, as specified, and as required by applicable codes and regulations.

3. Provide heavy duty commercial grade units of each type of hardware from single manufacturer.

B. Regulatory Requirements:

1. Access for Persons with Disabilities: Comply with California Building Code and Americans with Disabilities Act (ADA) Standards.

C. Design Requirements:

1. Security: Coordinate security requirements such as locking, electrically controlled hardware, and electric monitoring devices directly with Owner and Owner's security consultant.

D. Locking Devices: Provide devices of metal matching specified finish; interior parts of steel and zinc-dichromate plating, to resist rusting and corrosion; do not supply plastic, die-cast or aluminum mechanisms.

1. Manufacturers:

a. Sargent Manufacturing Co., Division of ASSA ABLOY Group.
b. Yale Security, Inc. Division of ASSA ABLOY Group.
c. Schlage Lock Co. Div. Allegion.
d. Best Access Systems a Stanley Company.
e. Von Duprin, Inc. Div. Allegion.
f. Substitutions: Refer to Section 01 25 00.

2. Type: Provide locksets with not less than 6 pin tumbler cylinders unless higher level of security is required by Owner. Types suitable for exterior applications.

a. Mortise Locksets and Latchsets: ANSI A156.13, Series 1000, Grade 1, Mortise Type.

b. Panic/Emergency Exit Devices: ANSI A156.3, Grade 1.

1) Type: Mortise type.
2) Style: Modern type push plate.

3. Lockset and Latchset Design: Match existing campus hardware design as approved Architect unless not in compliance with applicable codes and regulations.

4. Backset: 2-3/4".

5. Strikes: Furnish standard strikes with extended lips where required to protect trim from being marred by latch bolt; verify type of cutouts provided in metal frames.

E. Cylinders, Keys, and Keying: Owner will furnish (OFCI) cylinders for Project.

2.2 ACCESSORIES

A. General: Provide complete hardware with accessories as required for doors and applications indicated.

B. Templates: Furnish templates or physical hardware items to manufacturers concerned sufficiently in advance to avoid delay in Work.

C. Fasteners: Furnish as recommended by manufacturer and as required to install secure hardware.

1. Finish: Match hardware.

2. Furnish screws for items applied on gypsum board sufficiently long to provide solid connection to framing or backing.

D. Electrical and Mechanical: Make provisions and coordinate requirements for mechanical and electrical devices in connection with hardware.

2.3 FINISHES

A. General: Exterior quality hardware to match hardware in comparable locations.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install gate hardware specified under this section, coordinate with manufacturer and installation of doors and frames.

B. Install hardware in accordance with manufacturer's instructions.

C. No extra cost will be allowed because of changes or corrections necessary to facilitate installation of hardware.

3.2 MOUNTING POSITIONS

A. General: Heights given are center line heights from finished floor; comply with following unless otherwise required by applicable codes or regulations.

1. Locks and Latches: 38" to center of lever.
2. Panic Device: 39-13/16” from bottom of door to center of pad.

3.3 ADJUSTING

A. Qualified hardware supplier's or manufacturer's representatives shall inspect installation and adjust hardware for proper operation.

1. Deliver instructions for maintenance and future adjustments to Owner's Representative.

3.4 HARDWARE SCHEDULE

A. The Hardware Schedule or Hardware Groups shall be prepared by an Architectural Hardware Consultant hired by Contractor.

1. AHC to Examine Drawings and Specifications and furnish proper hardware for door openings.

END OF SECTION

SECTION 09 90 00

PAINTING AND COATING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items.

1. Specified surface preparation, priming and coats of paint are in addition to shop-priming and surface treatment specified under other sections of work.

2. Field paint exposed bare and covered pipes, ducts, and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work.

B. Surfaces Not to be Painted:

1. Finished items including finished metal surfaces.
2. Labels: Keep equipment identification and fire rating labels free of paint.
3. Weather-stripping at doors.

C. Related Sections: Shop priming of ferrous metal items is included under various Specification sections.

1. Section 32 31 20: Decorative metal fences and gates shop finish.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's technical information, including paint label analysis and application instructions for each material.

B. Samples: Submit samples for review of color and texture; provide list of material and application for each coat of each finish sample.

1. Brush-Outs: Submit samples of each color and material with texture to simulate actual conditions, on hardboard.

C. Manufacturer Certificates: Furnish certificates from each manufacturer stating materials are top quality lines and suitable for intended use on this Project.

1.3 QUALITY ASSURANCE

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

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer's name and label, with:

1. Name of material, color, and sheen.
2. Manufacturer's name, stock number and date of manufacture.
3. Contents by volume, for major pigment and vehicle constituents.
4. Thinning and application instructions.

1.5 SITE CONDITIONS

A. Apply water-base paints when temperature of surfaces and surrounding air are between 50 and 90-degrees F.

B. Do not apply paint in rain, fog, or mist; or when relative humidity exceeds 85 percent;

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

A. Benjamin Moore & Co.

B. Sherwin-Williams Co.

C. PPG Industries.

D. Vista Paint Co.

E. Substitutions: Refer to Section 01 25 00.

2.2 MATERIALS

A. System Description: Provide painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items.

1. Definition: "Painting" and “coating” as used herein means systems including primers, emulsions, enamels, stains, sealers, and fillers, whether used as prime, intermediate or finish coats.

B. Regulatory Requirements:

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

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

1. Primers: Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified.

2. Undercoats and Barrier Coats: Provide undercoat paints produced by same manufacturer as finish coats; use only thinners approved by paint manufacturer and use only within recommended limits.

3. Finish Coats: Provide finish coats capable of being washed with mild detergent without loss of color, sheen, or pigments.

a. Color pigments: Pure, non-fading, applicable types to suit substrates and service indicated; no lead content permitted.

4. Finish Coat Coordination: Provide finish coats which are compatible with prime paints, undercoats, and barrier coats used.

    a. Review other Specification sections in which prime paints are provided; ensure compatibility of total coatings systems.

    b. Upon request from other trades furnish information on characteristics of finish materials proposed for use.

    c. Provide barrier coats over incompatible primers or remove and prime as required.

    d. Notify Architect in writing of any anticipated problems in use of specified coating systems with substrates primed by others.

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

1. Use of proprietary names in color selection is not intended to imply exclusion of equivalent products of other manufacturers.

2. Final acceptance of colors will be from samples applied on site.

3. Colors: As indicated on Finish Schedules, as directed by Architect where not otherwise indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Inspection: Examine areas and conditions under which painting work is to be applied.

1. Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any area.

2. Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas.

3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film.

B. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition.

1. Existing Painted Finishes:

    a. Clean existing painted surfaces and remove oil, grease, dust, stains, scale, efflorescence, mildew, mold, algae, blisters, and non-adhering paint.

    b. Measure adhesion of existing paints using ASTM D3359 tape test; remove existing coatings where poor adhesion is indicated.

c. Feather edges of severely deteriorated paint where several coats are removed as part of cleaning, to provide smooth transition for new paint.

d. Fill holes, cracks, and defects and fill and sand smooth, ready for new paint finish.

C. Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting; after painting reinstall removed items.

D. Clean surfaces before applying paint; remove oil and grease prior to mechanical cleaning; program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces.

E. Ferrous Metals: Touch up shop-applied prime coats wherever damaged using same type of primer as applied in shop or barrier coat compatible with finish paint.

1. Bare Surfaces: Clean surfaces that are not galvanized or shop-coated, of oil, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

2. Galvanized Surfaces: Clean free of oil and surface contaminants, using non-petroleum-based solvent; primer and touch-up primer to be zinc-rich primer.

F. Mix painting materials in accordance with manufacturer's directions.

G. Store materials in tightly covered containers; maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

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

3.2 APPLICATION

A. Apply paint in accordance with manufacturer's directions; use applicators and techniques best suited for substrate and type of material being applied.

1. Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color, and appearance.

2. Provide extra attention during application to assure dry film thickness at corners and crevices is equivalent to that of flat surfaces.

3. Finish doors on tops, bottoms, and side edges same as faces.

4. Sand lightly between coats when recommended by system manufacturer.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or prepared for painting as soon as practicable after preparation.

1. Allow time between successive coatings to permit proper drying.

2. Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure.

C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer.

D. Prime Coats: Apply to items not previously primed; recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat.

E. Finish Coats: Provide even texture; leave no laps, irregularity in texture, skid marks, or other surface imperfections.

1. Opaque Finishes: Provide opaque, uniform finish, color, and coverage; cloudiness, spotting, holidays, brush marks, runs, sags, ropiness, and other surface imperfections are not acceptable.

F. Completed Work: Match approved samples for color, texture, and coverage; remove, refinish, or repaint work not accepted.

3.3 PAINTING SCHEDULE

A. Provide following paint systems and sheens unless otherwise indicated.

1. Metal: Semigloss sheen.

a. 1st Coat: Touch-up primer, prime if none.
b. 2nd and 3rd Coat: Exterior 100% acrylic enamel.

3.4 CLEAN-UP, PROTECTION, AND REPAIR

A. Clean-Up: During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each workday.

1. Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.

B. Protection: Protect work of other trades, whether to be painted or not; correct damage by cleaning, repairing, or replacing, and repainting, as acceptable to Architect.

1. Provide "Wet Paint" signs to protect newly painted finishes.

2. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

C. Repair: At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces.

END OF SECTION

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SECTION 13 21 20

COLD STORAGE ROOMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide manufactured walk-in cold storage rooms complete with doors, frames, hardware, cooling units, compressors, lighting control and metering equipment as required for complete operational installation.

1. Provide with integral flooring where temperatures of cold storage rooms would otherwise damage concrete slab.

2. Provide ramp where required to access cold storage rooms based on designs indicated.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Provide special engineering to ensure cold storage rooms comply with applicable codes and Contract Documents.

B. Coordination: Coordinate connection with power supply, condensing water, and condensate drainage with Plumbing and Electrical Drawings.

C. Pre-Installation Meetings: Convene one week prior to commencing installation of cold storage rooms; require attendance of parties directly affecting work.

1. Review procedures and coordination required with related work.

1.3 SUBMITTALS

A. Product Data: Submit technical data, operating, and maintenance instructions for equipment with each item clearly identified; include wiring and piping diagrams.

B. Shop Drawings: Clearly indicate room dimensions, materials, components, fasteners, doors, hardware, equipment, finishes, supplementary support and bracing, controls, and services roughing-in.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver materials or assemblies to site until installation spaces are ready to receive installation.

B. Wrap and crate finished components and assemblies at factory to prevent damage or marring of assemblies or surfaces during shipping and handling.

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1.5 SITE CONDITIONS

A. Before installation, ensure wall, ceiling and paint finishes are completed, space is permanently enclosed, and heating and lighting are in operation.

B. Maintain temperature minimum 65 degrees F for 72 hours before equipment installation begins and continuously after installation.

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

A. Basis of Design: ThermalRite, by Everidge, per Part 4, Itemized Product Specifications. Provide basis of design product, or a complete product by one of the following:

1. ThermalRite by Everidge, Plymouth, MN 55446, Tel. 763-541-1410, Fax: 763-541-1563, www.everidge.com
2. Bally Refrigerated Boxes, Inc. (800.242.2559).
3. Imperial Brown Inc. (800.238.4093).
4. Substitutions: Refer to Section 01 25 00.

2.2 MATERIALS

A. System Description: Provide manufactured walk-in cold storage rooms complete with doors, frames, hardware, cooling units, compressors, lighting control and metering equipment and accessories as indicated.

B. Accessibility Regulatory Requirements: Provide for assuring access for persons with disabilities in accordance with state and federal regulations.

1. California Regulations: Comply with California Building Standards Code.
2. Federal Regulations: Comply with Americans with Disabilities Act (ADA) Standards.

C. General Design Requirements:

1. NSF Standards: Comply with applicable National Sanitation Foundation (NSF) standards and recommended criteria.

2. UL Labels: Where available, provide UL labels on prime electrical components of foodservice equipment.

   a. Provide UL "recognized marking" on other items with electrical components, signifying listing by UL, where available.

3. NFPA Codes: Install foodservice equipment in accordance with following National Fire Protection (NFPA) Codes:

   a. NFPA 70: National Electrical Code.
4. USDA: Comply with requirements to ensure USDA Food Grade quality standards.

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5. California Division of the State Architect (DSA): Comply with DSA requ
including but not limited to DSA “IR A-14” Walk-In Freezers and Cold Storage Boxes.

6. Health Code: Install foodservice equipment in accordance with local health department applicable regulations.

D. Performance Criteria:

1. Floor Panels: Design to withstand 500-psf without physical damage or indentation of panel or insulation.

E. Design Criteria:

1. Wall and Ceiling Panels: Design to withstand anticipated loads without damage or indentation of panels or insulation.

2. Cooling Units: Located as indicated, as approved by Architect where not otherwise indicated.

3. Control Panels: Provide control panels with recording dial thermometers, alarms, and controls at door of each room with alarms wired to center remote location.

4. Electrical: Refer to Electrical Drawings for power supply.

5. Refrigerant: Manufacturer's standard liquid or gas system complying with applicable codes and regulations.

F. Sheet Steel: ASTM A653; zinc coated to minimum 1.25 oz/ft^2.

G. Stainless Steel: ASTM A264, Type 304, No. 4 finish.

H. Insulation: Polyisocyanurate or polyurethane foamed-in-place, density 2.2 lbs/cu.ft, "K" value of 0.12, self-extinguishing.

I. Insulating Glass: Manufacturer's standard hermetically sealed insulating glass units with ASTM E774, Class A performance classification.

1. System to include dual seal, spacer, desiccant, and standard corner construction.

2. Insulating Glass Type: Multiple sections of glass and air space consisting of not less than nominal 1/4" select glazing quality float glass, ASTM C1036, designed to prevent condensation on surface of glass for storage room types indicated.

J. Plywood: PS 1, preservative treated.

K. Sealants: Silicone base.

L. Exposed Steel Finishes: Shop applied thermosetting finish; manufacturer's standard color as selected.

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M. Accessories: Provide as indicated and suitable for anticipated applications, as recommended by manufacturer for applications indicated, and as required for complete commercial operational installation including but not limited to following.

1. Ramps, thresholds, gaskets, closure plates, hanger rods, tie-down plates, bolts, screws, and washers; non-corrosive treated.

2.3 EQUIPMENT

A. System: Direct expansion refrigerant, water-cooled compressor for each room, complete and self-contained with valves, controls, switches, timers, refrigerant piping, insulated suction lines, and wiring.

1. Size and Capacity: As indicated; design to maintain environment specified.

a. Electrically heat trace condensate drain.

2. Vapor Tightness: Sufficient to eliminate frost accumulation.

B. Controls: Provide as required for system indicated including temperature control, defrost timer, and adjustable high and low temperature alarm, and as required to comply with applicable codes and regulations.

1. Provide indicating lights for defrost, cooling, high and low temperatures.

2. Thermometer: Direct reading type.

2.4 FABRICATION

A. Wall Panels: Minimum 22 gage stainless steel bonded to foamed-in-place insulation panels with tongue and groove edges and integral cam action locking clamps spaced not over 4" on center.

1. Maximum Panel Width: 48".

2. Panel Height: One piece floor to ceiling panel.

3. Thickness: Provide minimum insulation thickness 3" for temperatures down to -13 degrees F, 4" for temperatures below -13 degrees F.

B. Ceiling Panels: Same construction as walls except exterior sheets minimum 24-gage stainless steel.

C. Floor Panels: Minimum 16 gage interior, 24 gage exterior stainless steel bonded to insulation; reinforce floor with 5/8" plywood laminated between interior steel and insulation.

D. Doors: Overlap type for 36" by 80" opening, construction as for walls but with edges closed in, 2-1/2" insulation for temperatures down to -13 degrees F, 3" for temperatures below -13 degrees F.

1. Gaskets: Provide gasket at all four edges; gasket heated and door with two-way air relief valve for temperatures below -13 degrees F.

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E. Hardware: BHMA 626 (US26D) satin chrome finish; nylon bearing self-closi chrome plated roller catch latch and keeper with cylinder lock and inside release mechanism.

F. View Windows: Hermetically sealed insulating glass units in doors and walls; quadruple glass at freezers, double glass at others.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roughing-in locations and capacity of utility service connections.

B. Beginning installation signifies acceptance of conditions.

3.2 INSTALLATION

A. Install, assemble, and complete cold storage rooms in accordance with manufacturer's instructions and recommendations.

B. Set floor panels in place, aligning to indicated areas; ensure floor drains are accurately located to drain rough-in; seal joints continuously and lock panels tightly together.

C. Set floor mounting screed in place and anchor securely; align over insulated break of recessed insulated floor slab.

D. Assemble wall panels, setting in calked groove of floor panels and locking in place with cam locks; brace securely until ceiling panels are installed.

E. Install ceiling panels locking into wall panels.

1. Provide and install supplementary ceiling hanger supports to building structure above.

F. Install sill plate at door opening and heated thresholds and ramps where indicated.

G. Hang insulated doors and adjust to operate correctly.

H. Locate motor and condenser unit for each room easily reached for service and make connections as required; wire-in alarm unit and door and threshold heaters.

I. Connect to valved condensate water piping and run condensate line to nearest drain.

J. Cut holes, install anchors, and seal room panels at plumbing, power and lighting penetrations.

K. Install ceiling trim and ceiling fascia, cover plates between top of box and finished ceiling, and end closure plates between box and adjacent wall.

L. Seal joints and services through walls to provide moisture and vapor seal.

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3.3 FIELD QUALITY CONTROL

A. Site Tests: Test and adjust equipment and apparatus installed to ensure proper performance.

1. Operate each room and test full range of functions over a continuous 48-hour period, recording physical data on operating equipment and continuous readings of temperature and humidity.

2. Adjust and retest rooms not meeting requirements.

3. Provide three copies of a written quality control test report on each room to Architect.

3.4 DEMONSTRATION

A. At completion of Work, provide a qualified and trained manufacturer's representative to instruct Owner's personnel in operating procedure and maintenance.

B. Demonstrate operation, function and maintenance of each room and associated equipment to Owner's Representative.

1. Manufacturer's representative demonstrating system shall be fully knowledgeable of operating and service aspect of systems.

3.5 CLEANING

A. Remove masking protection from stainless steel and other finished surfaces.

B. Thoroughly wash and clean floor, walls, and ceiling inside room and exposed surfaces on outside, clean glass, fixtures, and fittings.

3.6 PROTECTION

A. Shut off equipment and controls and lock doors to prevent operation or access by unauthorized persons.

PART 4 – ITEMIZED PRODUCT SPECIFICATIONS

ITEM # 1 EXTERIOR WALK IN FREEZER
Quantity: One (1)
Manufacturer: ThermalRite
Model: EXT WIC

1. One (1) Model EXT WIC Furnish and Install per plans, details and specifications Walk-in freezer with size and OD height per plan. UL-listed, NSF No. 7 approved prefabricated modular construction to hold +35°F. Panel insulation: 4” DURATHANE, high density all-urethane foamed-in-place (Class 1). Provide necessary labor, equipment, and tools for complete installation to conform with drawings and written specifications including:

2. Metal Finishes:
Walls: Sanisteel White 24GA Anti-Microbial interior. Acrylume/Embossed 26GA

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Exterior. Floors: 5000lb cart uniformed reinforced floor, SaniSteel Gray 16GA Slip resistance Ceilings: Acrylume Embossed White Interior. Acrylume / Embossed 26GA Exterior

3. Door (1) 36” x 80” High 20 Ga. S/S flush mounted entrance door with hardware. Doors provided with: (3) Kason 1346 Performer adjustable hinges, K-1236C lever locking handle with ¼ turn inside safety release and positive action hydraulic door closer, Kason # 1806 LED light fixture w/ bulbs, 14” x 24” peep window with heated frame, 48” High AFF 14 Ga. Stainless Steel interior & exterior kickplates. Vinyl strip curtains provided at doors, 6"W x .080" thick of overlapping strips, heavy-duty transparent PVC material.

4. 48” LED light fixtures with LED strips included to be provided as per quantities shown on plans, wire thru door monitor/switch by EC.

5. Seismic support package to be provided as detailed on provided plans.

6. OUTDOOR MEMBRANE INSTALLATION: To be installed by a Certified Duro-Last Contractor for weatherproof/outdoor application.

    A. The walk-in shall be provided with a single-ply vinyl Duro Last 40ML White Membrane weathercap. Membrane to be mechanically fastened using Duro Last fasteners and other Duro Last accessories as required. See plans for size.

    B. Insulated tapered and flat EPS Foam panels to be applied on top of ceiling panels. The sloped foam roof is necessary to provide proper drainage from the top of the walk-in. Sloped foam roof shall slop at ¼” every 11-1/2”. Use Duro-Last Fasteners to apply foam to insulated walk in panels. Apply Duro-Last Duro-Blue on top of foam panels prior to applying membrane

    C. Duro-Last Fascia termination bar #1568 with white fascia cover #1569 to be used for termination purposes.

    D. Weathercap shall overlap walk-in panels or turn up at building wall 6” on all sides.

    E. The membrane manufacturer’s representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

    F. Connection to building using a Duro-Last termination bar #1568 with white facia cover #1569 to be used for termination purposes.

    G. Protect installed roofing products from construction operations until completion of project.

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Duro Last WARRANTY

1. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.

2. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane, or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:

   Warranty Period: 15 years from the date issued by the manufacturer.
   Must provide adequate or sufficient drainage.

7. Exterior 6” 16GA CANT to be applied as indicated on plans

8. Exposed Front of the exterior to be provided with 48” high AFF 14 Ga. stainless steel wainscot. Wainscot shall be mounted with adhesive and sealed with silicone. No external fasteners such as screws or pop rivets shall be applied as fastening for the wainscot.

9. SmartRite Monitoring System with a 5” color water-resistant touchscreen interface and Cloud monitoring for one or two compartments: Flush mounted multi-function temperature and humidity monitoring, temperature and humidity alarm, door ajar alarm, automatic light control, AC failure alarm & panic alarm (Model: SMARTRITE) All systems are pre-wired, and factory tested per UL. Provide 1 monitor for 2 rooms where this applies, with motion sensors, temperature and humidity sensors, door contact sensors, Interior light switches and panic alarms in each room. 2 years of free Cloud Monitoring.

10. NOTE: Verify field dimensions and site conditions prior to fabrication.

11. The walk-ins shall be supplied with a complete set of installation, operational and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule. It is the responsibility of the installation contractor to follow the complete instructions to ensure proper installation of the walk-in panels.

ITEM # 2 CONDENSING UNIT
Quantity: One (1)
Manufacturer: Heatcraft
Model: LCH0025MCACZA0000

- Manufacturer: Heatcraft DOE
- Description: Med Temp Air Scroll Condensing Unit with microchannel condenser, Liquid line filter/Drier and Sight Glass.
- Model: LCH0025MCACZA0000
- Horsepower: 4.5 HP

Extras:

- Electrical: 208-230/1/60, RLA 11.859, MOPD 40, MCA 37.5
- Conditions: BTUH: 15393.5 Room Temp: -10°F Ambient: 110°F
- Warranty: Compressor-motor warranty extended to 5-years, 1-year labor warranty.

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1. Furnish and install 1 x Evaporator (Unit cooler), refrigeration line per pl to verify size of suction and liquid line required.
2. Follow general notes below refrigeration.
3. Provide 1-year parts and labor refrigeration warranty.

ITEM # 3 EVAPORATOR COIL
Quantity: One (1)
Manufacturer: Heatcraft
Model: LEL0115AS6AMAB0200

- Manufacturer: Heatcraft DOE
- Description: Air defrost Low profile coil (unit cooler) with fan motors, Electric
- Expansion Valve and iNtelliGen Controller coil.
- Model: LEL0115AS6AMAB0200
- Extras: None
- Electrical: 208/230/1/60, Fan amps 1.5, Defrost amps: 13.7.

1. Furnish and install 1 x Evaporator (Unit cooler), refrigeration line per plan. FSEC to verify size of suction and liquid line required.

GENERAL NOTES

A. GENERAL CONTRACTOR

1. Contractors shall verify all dimensions and coordinate with other trades.

2. General contractor shall prepare the platform, curbed openings and weatherproofing the same after installation.

B. REFRIGERATION CONTRACTOR

1. The complete system shall be evacuated with vacuum pump.

2. Charge, test and adjust each unit to assure proper operation.

3. All copper tubing to be refrigerant grade ACR. or type "l".

4. Silver solder and/or sil-fos shall be used for all refrigerant piping. Soft solder is not acceptable.

5. All piping to be pressure tested with nitrogen at 3oo psi. After the condensing unit and coil have been connected, the balance of the system shall be leak tested with all valves open.

6. Refrigeration contractor to provide and install drain line heater in freezer to be connected by electrical contractor.

7. All piping to run through walls, no roof penetrations allowed.

8. Adequate to run through walls, no roof penetrations allowed.

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C. ELECTRICAL CONTRACTOR

1. Electrical contractor to connect drain line heater in cooler or freezer.

2. Electrical contractor to provide power for refrigeration package and evaporator coils.

3. All electrical wiring and installation shall be in accordance with the wiring diagram and local codes.

D. PLUMBING CONTRACTOR

1. Plumbing contractor to provide ACR or type "l" copper drain lines for walk-in refrigeration and freezer, pitched 1/2" per foot of run. In the freezer, the unheated drain line must be outside of the insulation to prevent freezing. Trap drain line outside of refrigerated space to avoid entrance of warm and moist air.

2. The plumbing contractor is to provide individual drain lines for each evaporator unless otherwise called for.

3. All plumbing installation shall be in accordance with local codes.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide earthwork for Project including clear site where appropriate, excavate for new construction, backfill, and remove excess subsoil and materials from site.

1. Shore and brace excavations.

2. Cap and seal discontinued utility services and remove portions of lines within excavated areas.

3. Place and compact fills to rough grade elevations.

B. Related Work:

1. Section 01 40 00: Quality Requirements
2. Section 01 50 00: Temporary Facilities and Controls
3. Section 01 73 00: Cutting and Patching

1.2 ADMINISTRATIVE REQUIREMENTS

A. Visit sites and review existing conditions.

1. Make subsurface investigations if necessary to fully determine site and subsurface conditions.

1.3 SITE CONDITIONS

A. Protect bench marks, existing structures, roads, sidewalks, paving and curbs against damage from equipment and vehicular or foot traffic.

B. Protect excavations by shoring, bracing, sheet piling or underpinning to protect adjacent roads, structures and utilities and to prevent cave-ins or loose dirt from falling into excavations.

C. Underpin adjacent structures which may be damaged by excavation work, including service lines and pipe chases.

D. Notify Architect of unexpected sub-surface conditions and discontinue work in area until Architect provides notification to resume work.

E. Prevent surface water run-off into excavated areas.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide earthwork for Project including clear site, excavate for new construction, backfill, and remove excess subsoil and materials from site.

B. Fill: Non-expansive material free of clay, debris, waste, frozen material, vegetable matter, rock or gravel larger than 2" in any dimension, and other deleterious matter.

1. Acceptable Fill: ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.

2. Unacceptable Fill: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

C. Gravel: Angular, crushed natural stone; free from shale, clay, friable materials and debris.

D. Sand: Clean natural sand; free from silt, clay, loam, friable or soluble materials, and organic matter.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Establish extent of excavation by area and elevation; designate and identify datum elevation.

B. Set required lines and levels.

C. Maintain benchmarks and other reference points.

3.2 PREPARATION

A. Establish location and extent of underground utilities occurring in work area before starting excavation.

B. Maintain, reroute, or extend as required for construction and construction operations, existing utility lines to remain which pass through work area.

1. Where required by local jurisdiction, notify utility companies to remove and relocate obstructing lines.

2. Pay costs, except those covered by utility companies.

C. Protect utility services uncovered by excavation.

D. Remove abandoned utility service lines from areas of excavation; cap, plug or seal abandoned lines and identify at grade.

E. Accurately locate and record abandoned, and active utility lines rerouted or extended, on Project Record Documents.

F. Clear site of landscaping and hardscaping not previously removed, as required for new construction.

3.3 EXCAVATION

A. Excavate sub-soil in accordance with lines and levels required for Work, including space for forms.

B. Do additional excavation only by written authorization of Architect.

C. Hand trim excavations and leave free from loose or organic material.

D. When complete, verify soil bearing capacities, depths, and dimensions.

E. Correct unauthorized excavation as directed.

F. Compact filled over-excavated areas to minimum 95% dry density unless otherwise indicated in geotechnical survey.

G. Remove excess or unsuitable excavated material from site.

H. Removal of boulders or buried rock in excess of 1/2 cy and which requires equipment not on site may be authorized as an extra; other work is deemed to be within scope of this Section.

1. Concrete obstructions are not considered as authorized extras.

I. Coordinate with other trades for special requirements and arrangements regarding excavation to rough out elevations.

3.4 BACKFILLING

A. Ensure areas to be backfilled are free from debris and water, and ground surfaces are not in a frozen condition.

B. Do not backfill over existing subgrade surfaces which are porous, wet, or spongy.

1. Compact existing subgrade surfaces if densities are not equal to that required for backfill materials.

2. Cut out soft areas of existing subgrade; backfill with sand or subsoil and compact to required density; concrete may be used.

C. Backfill systematically and as early as possible to allow maximum time for natural settlement and compaction.

D. Place and compact fill materials in continuous layers not exceeding 8" loose depth, use method that does not disturb waterproofing.

E. Maintain optimum moisture content of backfill materials to attain required compaction density.

3.5 FILL TYPES AND COMPACTION

A. Provide subsoil unless otherwise indicated.

1. Compact to minimum 90% dry density.

B. Compaction: Use approved mechanical methods.

C. Tolerances: When tested with a 16'-0" straight-edge, fill shall not show deviation in excess of 1/2" or be more than 0.05 foot from true grade as established by grade hubs or pins.

1. Deviation in excess of these amounts shall be corrected by loosening, adding or removing materials, reshaping, and compacting to required tolerances.

D. Remove surplus backfill and excess materials from site.

3.6 FIELD QUALITY CONTROL

A. Contractor Field Density Test: Provide sand cone method, ASTM D1556, and nuclear method, ASTM D2922, field density tests verifying compliance with specified requirements.

1. Contractor shall provide services of approved independent testing laboratory to perform field density tests.

2. Provide for subgrade and for each compacted fill layer.

END OF SECTION

SECTION 32 12 00

PATCHING ASPHALTIC PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Patch existing asphalt paving including aggregate base course and paving materials as required for complete finished paving system.

B. Related Sections:

1. Section 31 00 00: Earthwork, including rough grading.
2. Section 32 16 00: Aggregate base for concrete.

1.2 REFERENCES

A. Standard Specifications: The Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation.

B. The Asphalt Institute: Asphalt Paving Manual, Manual Series No. 8 (MS-8).

1.3 SITE CONDITIONS

A. Do not install asphaltic concrete paving during inclement weather nor when air temperature is below that recommended by Standard Specifications or The Asphalt Institute (AI) MS-8.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide asphalt paving including aggregate base course and paving materials as required for patching.

B. General: Conform to applicable requirements of Standard Specifications for type of asphaltic paving indicated, and requirements of AI MS-8; where conflicts occur, follow Standard Specifications.

C. Aggregate Base: Class 2, 3/4" maximum size; sound, angular crushed stone, crushed gravel or crushed slag, sand, stone, or slag screenings.

D. Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag, and sharp-edged natural sand.

E. Mineral Filler: Rock or slag dust, hydraulic cement, or inert material complying with Standard Specifications and AASHTO M17/ASTM D242.

F. Asphalt Cement: Comply with Standard Specifications for type of paving indicated, but no less than AR 4000, Type B aggregate, and AASHTO M226/ASTM D3381; minimum Viscosity Grade AC-20, AR-80.

G. Primer: AASHTO M82/ASTM D2027 MC 70; homogeneous medium curing liquid asphalt; of type recommended for asphaltic paving; of grade to suit job conditions.

H. Tack Coat: Standard Specifications or AASHTO M140/ASTM D977 SS1h type asphalt emulsion diluted with water.

I. Herbicide Treatments: Commercial chemical for weed control, registered by Environmental Protection Agency; granular, liquid or wettable powder form.

1. Manufacturers: Use only products registered by EPA.

a. Allied Chemical Corp.
b. Dow Chemical Co.
c. U.S. Borax and Chemical Corp.
d. Substitutions: Refer to Section 01 25 00.

2.2 MIXES

A. Provide asphalt-aggregate mixture as recommended by applicable authorities to suit Project conditions; maintain thorough and uniform mixture.

B. Bring asphalt cement and mineral constituents to required temperatures before mixing; ensure aggregates are sufficiently dry so as not to cause foaming in mixture.

PART 3 - EXECUTION

3.1 PATCHING

A. Remove and replace defective paving areas and paving areas mixed with foreign materials.

B. Cut out areas and fill with fresh, hot asphaltic concrete; compact by rolling to maximum surface density and smoothness.

3.2 EXAMINATION

A. Ensure buried work in paved areas has been completed, inspected, tested and approved prior to starting work.

B. Ensure grading of sub-grade is to required elevations.

3.3 PREPARATION

A. Where not previously excavated, thoroughly scarify pavement sub-grade to a minimum depth of 6" and compact to 95% dry density.

1. Prepare sub-grade to provide optimum moisture content.

a. Water and thoroughly mix sub-grade when deficiency exists.
b. When excess moisture exists, rework and aerate sub-grade.

B. Before final rolling, shape entire section, add additional sub-soil as required and compact sub-grade to provide grades, elevation and cross-section indicated.

1. Points of finished sub-grade surface shall be within 1" of elevations indicated.

C. Herbicide Treatment: Apply chemical weed control agent in strict accordance with manufacturer's recommended dosages and instructions.

3.4 INSTALLATION

A. Aggregate Base Course:

1. Bring aggregate base course to required depths and profiles to match existing.

a. Place in layers not exceeding 5" in depth.
b. Compact each layer to 95% dry density.

2. Properly compact areas adjacent to curbs and areas not accessible to rollers with mechanical or hand tamping devices.

3. Ensure aggregate base course materials are not contaminated with deleterious materials.

4. Spread base course materials over prepared sub-base.

a. Depth: Match existing.
b. Compaction: 95% dry density.

5. Ensure top surface of base course is true to lines and grades indicated, within 1/2" of elevations indicated.

6. Add water during compaction to bring aggregate base course materials to optimum moisture content.

7. When excess moisture exists, rework aggregate base course materials until optimum moisture content is obtained.

B. Priming Prepared Aggregate Base Course: Ensure aggregate base course is dry and free of loose or foreign material before priming.

1. Apply primer over prepared aggregate base course at rate recommended by Standard Specifications and manufacturer’s recommendations; ensure primer is at temperature recommended by manufacturer.

a. Use clean natural sand to blot excess primer.

2. Prime surfaces of curbs in contact with asphalt pavement.

3. Prevent asphalt adhesion to adjacent materials.

C. Tack Coat: Apply liquid asphalt tack coat to vertical surfaces asphaltic concrete will be placed against; comply with Standard Specifications and manufacturer recommendations.

D. Bituminous Concrete Pavement: Place asphalt pavement within 24 hours of priming aggregate base course.

1. Depth: Match existing.

2. Compaction: Compact asphalt paving with approved rolling equipment; start compaction as soon as pavement will bear equipment without checking or undue displacement.

a. Carry out compaction in three operations in pass sequence; ensure each pass of roller overlaps previous passes to ensure smooth surface free of roller marks.

b. Prevent pick-up of material on roller wheels.

c. Density: Minimum 95% density.

3. Perform hand tamping in areas not accessible to rolling equipment.

4. Ensure joints made during paving operations are straight, clean, vertical and free of broken or loose material; prime vertical surfaces of joints to ensure tight bond.

5. Ensure surface of completed asphalt pavement is true to lines, to profiles, and to elevations indicated, and is free from depressions exceeding 1/4" when measured with a 10'-0" straight-edge.

3.5 PROTECTION

A. Do not allow vehicular traffic on newly paved areas until surface has cooled to atmospheric temperature, minimum 24 hours after completing asphaltic concrete work.

END OF SECTION

SECTION 32 16 00

AGGREGATE BASE FOR CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide aggregate base for concrete including preparation of subgrade and placing and compacting base course.

B. Related Work:

1. Section 31 00 00: Earthwork including rough grading.

1.2 SUBMITTALS

A. Shop Drawings: Indicate location of expansion and dummy joints.

B. Samples: Submit samples of integrally colored concrete.

1.3 SITE CONDITIONS

A. Traffic Control: Maintain access for pedestrian and vehicular traffic during placement.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide aggregate base for concrete.

B. Fill Materials:

1. Gravel Base: Angular pit-run or crushed natural stone; free from shale, clay and friable materials and debris.

2. Sand Cushion: Clean, natural, river or bank sand; free from silt, clay loam, friable or soluble materials, and organic matter.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Ensure rough grading has brought subgrade to required elevations.

B. Fill soft spots and hollows with additional fill.

C. Level and compact subgrade to receive granular base to 95% dry density.

D. Place and level gravel fill over prepared subgrade, true to lines and levels and compacted to 95% dry density.

1. Depth: Minimum 6" where not otherwise indicated.

E. Place sand cushion over gravel base to a depth of 2", lightly consolidate and level; prevent displacement.

F. During concrete placement, keep cushion sufficiently moist to prevent excessive absorption of water from freshly placed concrete.

3.2 PROTECTION

A. Immediately after placement, and until concrete is set, protect work from vandalism; replace vandalized work.

END OF SECTION

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

General

Application Number: 01-121660	**School Name:** Cupertino Middle School	**School District:** CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:47:32

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
Continuous – Indicates that a continuous special inspection is required **Periodic –** Indicates that a periodic special inspection is required **Test –** Indicates that a test is required	**GE (Geotechnical Engineer) –** Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative. **LOR (Laboratory of Record) –** Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335. **PI (Project Inspector) –** Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA. **SI (Special Inspection) –** Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 01-121660	**School Name:** Cupertino Middle School	**School District:** CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:47:32

Geotechnical Reports: Project does NOT have and does NOT require a geotechnical report

	S1. GENERAL:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Verify that: • Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. • Foundation excavations are extended to proper depth and have reached proper material. • Materials below footings must not contain loose material, mud, organic silt, organic clays, or peat.	**See Notes**	**PI**	Refer to specific items identified in the Appendix listing exemptions for limitations. Placement of controlled fill exceeding 12" depth under foundations and/or within the building envelope is not permitted without a geotechnical report.

	S2. SOIL COMPACTION AND FILL:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Perform classification and testing of fill materials.	**Test**	**LOR***	* Under the supervision of the geotechnical engineer.
☐	**b.** Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill.	**Continuous**	**LOR***	* Under the supervision of a geotechnical engineer or LOR's engineering manager. Refer to specific items identified in the Appendix listing exemptions for limitations.
☐	**c.** Compaction testing.	**Test**	**LOR***	* Under the supervision of a geotechnical engineer or LOR's engineering manager. Refer to specific items identified in the Appendix listing exemptions for limitations.

	S3. DRIVEN DEEP FOUNDATIONS (PILES):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Verify pile materials, sizes and lengths comply with the requirements.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number:	**School Name:**	**School District:**
01-121660	Cupertino Middle School	CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:47:32

	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**b.** Determine capacities of test piles and conduct additional load tests as required.	**Test**	**LOR***	* Under the supervision of the geotechnical engineer.
☐	**c.** Inspect driving operations and maintain complete and accurate records for each pile.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.
☐	**d.** Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.
☐	**e.** Steel piles.	Provide tests and inspections per STEEL section below.		
☐	**f.** Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
☐	**g.** For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.

	S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Note**
☑	**a.** Inspect drilling operations and maintain complete and accurate records for each pier.	**Continuous**	**PI**	Continuous inspection to be provided by project inspector. Refer to specific items identified in the Appendix listing exemptions for limitations.
☑	**b.** Verify pier locations, diameters, plumbness and lengths.Record concrete or grout volumes.	**Continuous**	**PI**	Continuous inspection to be provided by project inspector. Refer to specific items identified in the Appendix listing exemptions for limitations.
☑	**c.** Concrete piers.	Provide tests and inspections per CONCRETE section below.		

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 01-121660	**School Name:** Cupertino Middle School	**School District:** CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:47:32

	Test or Special Inspection	Type	Performed By	Code References and Notes
	S5. RETAINING WALLS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Placement, compaction and inspection of backfill.	**Continuous**	**GE***	**1705A.6.1.** * By geotechnical engineer or his or her qualified representative. (See section S2 above).
☐	**b.** Placement of soil reinforcement and/or drainage devices.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.
☐	**c.** Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative. See DSA IR 18-2.
☐	**d.** Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
☐	**e.** Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

	S6. OTHER SOILS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Soil Improvements	**Test**	**GE***	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS (California Geological Survey) for final acceptance. * By geotechnical engineer or his or her qualified representative.
☐	**b.** Inspection of Soil Improvements	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.
☐	**c.**			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

Application Number: 01-121660
School Name: Cupertino Middle School
School District: CUSD
DSA File Number: 43-13
Increment Number:
Date Created: 2024-07-15 09:47:32

	C1. CAST-IN-PLACE CONCRETE			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Verify use of required design mix.	**Continuous**	**SI**	**Table 1705A.3 Item 5, 1910A.1.**
☑	**b.** Identifiy, sample, and test reinforcing steel.	**Test**	**LOR**	**1910A.2;** ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.)
☑	**c.** During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	**Test**	**LOR**	**Table 1705A.3 Item 6**; ACI 318-19 Sections 26.5 & 26.12.
☑	**d.** Test concrete (f'_c).	**Test**	**LOR**	**1905A.1.17;** ACI 318-19 Section 26.12.
☑	**e.** Batch plant inspection: **Periodic**	**See Notes**	**SI**	Default of **'Continuous'** per **1705A.3.3**. If approved by DSA, batch plant inspection may be reduced to **'Periodic'** subject to requirements in Section **1705A.3.3.1,** or not required per **1705A.3.3.2.** See IR 17-13. (See Appendix (end of this form) for exemptions.)
☐	**f.** Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

	C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Sample and test prestressing tendons and anchorages.	**Test**	**LOR**	**1705A.3.4, 1910A.3**
☐	**b.** Inspect placement of prestressing tendons.	**Periodic**	**SI**	**1705A.3.4, Table 1705A.3 Items 1 & 9.**

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Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	**c.** Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	**Periodic**	**SI**	**Table 1705A.3 Item 13.** Special inspector to verify specified concrete strength test prior to stressing.
☐	**d.** Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	**Continuous**	**SI**	**1705A.3.4, Table 1705A.3 Item 9;** ACI 318-19 Section 26.13

	C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Inspect fabrication of precast concrete members.	**Continuous**	**SI**	ACI 318-19 Section 26.13, and PCI MNL-128 and -130.
☐	**b.** Inspect erection of precast concrete members.	**Periodic**	**SI***	**Table 1705A.3 Item 10.** * May be performed by PI when specifically approved by DSA.
☐	**c.** For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field.	**Continuous**	**SI**	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5
☐	**d.** Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5.	**Periodic**	**SI**	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5

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	C4. SHOTCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Inspect shotcrete placement for proper application techniques.	**Continuous**	**SI**	**1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3.** See ACI 506.2-13 Section 3.4, ACI 506R-16.
☐	**b.** Sample and test shotcrete (f'_c).	**Test**	**LOR**	**1908A.2, 1705A.3.9**

	C5. POST-INSTALLED ANCHORS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Inspect installation of post-installed anchors	**See Notes**	**SI***	**1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8** (See Appendix (end of this form) for exemptions). ACI 318-19 Section 26.13. * May be performed by the project inspector when specifically approved by DSA.
☑	**b.** Test post-installed anchors.	**Test**	**LOR**	**1910A.5.** (See Appendix (end of this form) for exemptions.)

	C6. OTHER CONCRETE:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.**			

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. •Material sizes, types and grades comply with requirements.	**Periodic**	*	**Table 1705A.2.1 Item 3a–3c.** 2202A.1**;** AISI S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
☑	**b.** Test unidentified materials	**Test**	**LOR**	**2202A.1.**
☑	**c.** Examine seam welds of HSS shapes	**Periodic**	**SI**	DSA IR 17-3.
☑	**d.** Verify and document steel fabrication per DSA-approved construction documents.	**Periodic**	**SI**	Not applicable to cold-formed steel light-frame construction, except for trusses (**1705A.2.4**).
☐	**e.** Buckling restrained braces.	**Test**	**LOR**	Testing and special inspections in accordance with IR 22-4.

	S/A2. HIGH-STRENGTH BOLTS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	**Periodic**	**SI**	**Table 1705A.2.1 Items 1a & 1b, 2202A.1;** AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
☐	**b.** Test high-strength bolts, nuts and washers.	**Test**	**LOR**	**Table 1705A.2.1 Item 1c, 2213A.1**; RCSC 2014 Section 7.2; DSA IR 17-8.
☐	**c.** Bearing-type ("snug tight") connections.	**Periodic**	**SI**	**Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2**; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
☐	**d.** Pretensioned and slip-critical connections.	*	**SI**	**Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2;** AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. *"Continuous" or "Periodic" depends on the tightening method used.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	S/A3. WELDING:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	**Periodic**	**SI**	**1705A.2.5, Table 1705A.2.1 Items 4 & 5**; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
☑	b. Verify weld filler material manufacturer's certificate of compliance.	**Periodic**	**SI**	DSA IR 17-3.
☑	**c.** Verify WPS, welder qualifications and equipment.	**Periodic**	**SI**	DSA IR 17-3.

	S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	**Continuous**	**SI**	**Table 1705A.2.1 Items 5a.1–4;** AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
☑	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	**Periodic**	**SI**	**1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6;** AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
☐	**c.** Inspect welding of stairs and railing systems.	**Periodic**	**SI**	**1705A.2.1**; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
☐	**d.** Verification of reinforcing steel weldability other than ASTM A706.	**Periodic**	**SI**	**1705A.3.1**; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
☐	**e.** Inspect welding of reinforcing steel.	**Continuous**	**SI**	**Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8;** AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	**Continuous**	**SI**	**Table 1705A.2.1 Items 5a.1–4;** AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
☐	b. Inspect single-pass fillet welds ≤ 5/16".	**Periodic**	**SI**	**Table 1705A.2.1 Item 5a.5;** AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
☐	**c.** Inspect end-welded studs (ASTM A-108) installation (including bend test).	**Periodic**	**SI**	**2213A.2**; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
☐	**d.** Inspect floor and roof deck welds.	**Periodic**	**SI**	**1705A.2.2, Table 1705A.2.1 Item 5a.6;** AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
☐	**e.** Inspect welding of structural cold-formed steel.	**Periodic**	**SI***	**1705A.2.5; AWS D1.3; DSA IR 17-3.** The quality control provisions of AISI S240-20 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
☐	**f.** Inspect welding of stairs and railing systems.	**Periodic**	**SI***	**1705A.2.1;** AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
☐	**g.** Verification of reinforcing steel weldability.	**Periodic**	**SI**	**1705A.3.1**; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
☐	**h.** Inspect welding of reinforcing steel.	**Continuous**	**SI**	**Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8;** AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A6. NONDESTRUCTIVE TESTING:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Ultrasonic	**Test**	**LOR**	**1705A.2.1, 1705A.2.5;** AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
☐	**b.** Magnetic Particle	**Test**	**LOR**	**1705A.2.1, 1705A.2.5;** AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
☐	**c.**	**Test**	**LOR**	

	S/A7. STEEL JOISTS AND TRUSSES:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	**Continuous**	**SI**	**1705A.2.3, Table 1705A.2.3;** AWS D1.1; DSA IR 22-3 for steel joists only. **1705A.2.4;** AWS D1.3 for cold-formed steel trusses.

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A8. SPRAYED FIRE-RESISTANT MATERIALS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	**Periodic**	**SI**	**1705A.15, 1705A.15.1, 1705A.15.2, 1705A.15.3, 1705A.15.4, 1705A.15.5, 1705A.15.6.**
☐	**b.** Test density.	**Test**	**LOR**	**1705A.15.1, 1705A.15.5, ASTM E605**
☐	**c.** Bond strength adhesion/cohesion.	**Test**	**LOR**	**1705A.15.1, 1705A.15.6, ASTM E736**

	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Anchor Bolts and Anchor Rods	**Test**	**LOR**	Identify, sample and test anchor bolts and anchor rods **not** meeting exemptions identified in Section 1 of IR 17-11.
☐	**b.** Threaded rod not used for foundation anchorage.	**Test**	**LOR**	Identify, sample and test threaded rods **not** meeting exemptions identified in Section 1 of IR 17-11.

	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A10. STORAGE RACK SYSTEMS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Materials used, to verify compliance with one or more of the material test reports in accordance with the approved construction documents.	**Periodic**	**SI**	Table 1705A.13.7
☐	**b.** Fabricated storage rack elements.	**Periodic**	**SI**	1704A.2.5; Table 1705A.13.7

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	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	**c.** Storage rack anchorage installation.	**Periodic**	**SI**	ANSI/MH16.1 Section 7.3.2; Table 1705A.13.7
☐	**d.** Completed storage rack system to indicate compliance with the approved construction documents.	**Periodic**	**SI***	Table 1705A.13.7; * May be preformed by the project inspector when specifically approved by DSA.

	S/A11. Other Steel			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.**			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

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Exempt items given in DSA IR A-22 or the 2022 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests **/** special inspections noted. **Items marked as exempt shall be identified on the approved construction documents**. The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
☐	1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
☐	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill with depth not exceeding 12".

	CONCRETE/MASONRY:
☐	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below
☐	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
☐	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition shown in Appendix A of IR 21-1.
☐	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

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	CONCRETE/MASONRY:
☐	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	WELDING:
☐	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
☐	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
☐	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
☐	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
☐	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
☐	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above).

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

	WELDING:
☐	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

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01-121660
DSA File Number: 43-13

School Name:
Cupertino Middle School
Increment Number:

School District:
CUSD
Date Created:
2024-07-15 09:47:32

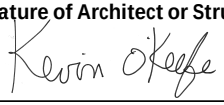
Name of Architect or Engineer in general responsible charge:

Eugene Sim

Name of Structural Engineer (When structural design has been delegated):

Kevin O'Keefe

Signature of Architect or Structural Engineer:



Date:

07/15/24

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.

DSA STAMP

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121660 INC:
REVIEWED FOR
SS ☑ FLS ☐ ACS ☐
DATE: 12/18/2024

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

Application Number:	School Name:	School District:
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1. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291
2. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291
3. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
4. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

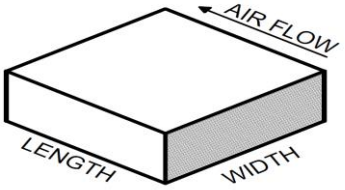
Refrigeration Specification

Quote #: E067105
Date: 11/05/2023

Outdoor Cooler - Holding cooler

Room Temperature 35°F

Refrigeration system is designed to maintain 35°F at 110°F ambient temperature around box and 110°F outdoor ambient temperature assuming products enter at 35°F with moderate traffic.



28.25" 39.125"

Condensing Unit: LCH0025MBACZA0000

15393.5 BTUH

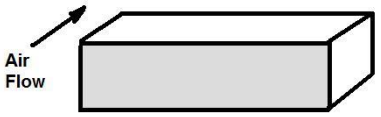
Ambient temp 110°F

Med Temp Air Cooled Scroll Condensing Unit with microchannel condenser, Liquid Line Filter/Drier and Sight Glass.

Compressor Type	Refrigerant	HP	Electrical	RLA	LRA	MCA	MOPD
Scroll	**R448/R449**	**2.5**	**208-230/1/60**	**12.8205**	**77**	**20**	**25**

Receiver Capacity	Liquid	Suction		Length	Width	Height	Weight
14	**0.5**	**0.875**		**28.25**	**39.125**	**19.75**	**230**

Notice:Air cooled condensing units require a minimum of 1000 cfm of fresh air per horsepower



Length Width

45.5" 13.25"

Unit Cooler: LEL0115AS6AMAB0200

QTY 1

14500 BTUH

Low profile coil (unit cooler) with EC fan motors, Electric Expansion Valve and iNtelliGen Controller.	**Heaters**		**Fans**	**Qty**	**2**
	Voltage	**N/A**	**Voltage**	**115/1/60**	
	Amps	**0**	**Amps Total**	**1.8**	

Drain Connection	Inlet	Suction	Equalizer	Length	Width	Height	Weight
3/4 MPT	**1/2 OD**	**7/8 OD**	**1/4 OD**	**45.5**	**13.25**	**16.44**	**56**

Standard Features:

Expansion Valve
Solenoid Valve
Defrost Timer
Liquid Line Filter/Drier
Sight Glass
Temperature Control
Condensing Unit
Unit Cooler
Pressure Control

Outdoor Systems Include:

Head Pressure Control
Weather Proof Housing
Crankcase Heater

ITEM # 1 EXTERIOR WALK IN COOLER
Quantity: One (1)
Manufacturer: ThermalRite
Model: EXT WIC

1. One (1) Model EXT WIC Furnish and Install per plans, details and specifications Walk-in cooler with size and OD height per plan. UL-listed, NSF No. 7 approved prefabricated modular construction to hold +35°F. Panel insulation: 4" DURATHANE, high density all-urethane foamed-in-place (Class 1). Provide necessary labor, equipment and tools for complete installation to conform with drawings and written specifications including:
2. Metal Finishes:
   Walls: Sanisteel White 24GA Anti-Microbial interior. Acrylume/Embossed 26GA exterior
   Floors: 5000lb cart uniformed reinforced floor, SaniSteel Gray 18GA slip resistance
   Ceilings: Acrylume Embossed White Interior. Acrylume / Embossed 26GA Exterior
3. Door (1) 36" x 80" High 20 Ga. S/S flush mounted entrance door with hardware . Doors provided with:
   (3) Kason 1346 Performer adjustable hinges, K-1236C lever locking handle with ¼ turn inside safety release and positive action hydraulic door closer, Kason # 1806 LED light fixture w/ bulbs, 14" x 24" peep window with heated frame, 48" High AFF 14 Ga. Stainless Steel interior & exterior kickplates. Vinyl strip curtains provided at doors, 6"W x .080" thick of overlapping strips, heavy-duty transparent PVC material.
5. 48" LED light fixtures with LED strips included to be provided as per quantities shown on plans, wire thru door monitor/switch by EC.
6. Seismic support package to be provided as detailed on provided plans.
7. OUTDOOR MEMBRANE INSTALLATION: To be installed by a Certified Duro-Last Contractor for weatherproof/outdoor application.

A. The walk-in shall be provided with a single-ply vinyl Duro Last 40ML White Membrane weathercap. Membrane to be mechanically fastened using Duro Last fasteners and other Duro Last accessories as required. See plans for size.

B. Insulated tapered and flat EPS Foam panels to be applied on top of ceiling panels. The sloped foam roof is necessary to provide proper drainage from the top of the walk-in. Sloped foam roof shall slop at ¼" every 11-1/2". Use Duro-Last Fasteners to apply foam to insulated walk in panels. Apply Duro-Last Duro-Blue on top of foam panels prior to applying membrane

C. Duro-Last Fascia termination bar #1568 with white fascia cover #1569 to be used for termination purposes.

D. Weathercap shall overlap walk-in panels or turn up at building wall 6" on all sides.

E. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

F. Connection to building using a Duro-Last termination bar #1568 with white facia cover #1569 to be used for termination purposes.

G. Protect installed roofing products from construction operations until completion of project.

Duro Last WARRANTY

1. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.

2. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane, or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:

- Warranty Period: 15 years from the date issued by the manufacturer.
- Must provide adequate or sufficient drainage.

8. Exterior 6” 16GA CANT to be applied as indicated on plans
9. Exposed Front of the exterior to be provided with 48” high AFF 14 Ga. stainless steel wainscot. Wainscot shall be mounted with adhesive and sealed with silicone. No external fasteners such as screws or pop rivets shall be applied as fastening for the wainscot.
10. SmartRite Monitoring System with a 5” color water-resistant touchscreen interface and Cloud monitoring for one or two compartments: Flush mounted multi-function temperature and humidity monitoring, temperature and humidity alarm, door ajar alarm, automatic light control, AC failure alarm & panic alarm (Model: SMARTRITE) All systems are pre-wired, and factory tested per UL. Provide 1 monitor for 2 rooms where this applies, with motion sensors, temperature and humidity sensors, door contact sensors, Interior light switches and panic alarms in each room. 2 years of free Cloud Monitoring.
11. NOTE: Verify field dimensions and site conditions prior to fabrication.
12. The walk-ins shall be supplied with a complete set of installation, operational and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule. It is the responsibility of the installation contractor to follow the complete instructions to ensure proper installation of the walk-in panels.

ITEM # 2 Condensing Unit
Quantity: One (1)
Manufacturer: Heatcraft
Model: LCH0025MBACZA0000

1. Condensing Unit for Holding cooler - Refrigeration system is designed to maintain 35°F at 110°F ambient temperature around box and 110°F outdoor ambient temperature assuming products enter at 35°F with moderate traffic.

• Description: Med Temp Air Cooled Scroll Condensing Unit with microchannel condenser, Liquid Line

Filter/Drier and Sight Glass. Refrigeration contractor to enter piping through walls, not the membrane. Refrigeration contractor to provide approved pad and install per seismic details.

• Model: LCH0025MBACZA0000

• Horsepower: 2.5hp

• Extras:

• Electrical: 208-230/1/60, RLA 12.8205, MOPD 25, MCA 20

• Conditions: BTUH: 15393.5 Room Temp: 35°F Ambient: 110°F

• Warranty: Compressor-motor warranty extended to 5-years, 1-year labor warranty

ITEM # 2 Evaporator Coil
Quantity: One (1)
Manufacturer: Heatcraft
Model: LEL0115AS6AMAB0200

1. Furnish and install 1 x Evaporator (Unit cooler), refrigeration line per plan. FSEC to verify size of suction and liquid line required.
2. Air defrost Low profile coil (unit cooler) with EC fan motors, Electric Expansion Valve and

   iNtelliGen Controller to provide on demand defrost.

   • Model: LEL0115AS6AMAB0200

   • Extras: None

   • Electrical: 115/1/60, Fan amps 1.8, Defrost amps N/A

GENERAL NOTES

I. GENERAL CONTRACTOR

1. Contractors shall verify all dimensions and coordinate with other trades.

2. General contractor shall prepare the platform, curbed openings and weatherproofing the same after installation.

II. REFRIGERATION CONTRACTOR

1. The complete system shall be evacuated with vacuum pump.

2. Charge, test and adjust each unit to assure proper operation.

3. All copper tubing to be refrigerant grade ACR. or type "l".

4. Silver solder and/or sil-fos shall be used for all refrigerant piping. Soft solder is not acceptable.

5. All piping to be pressure tested with nitrogen at 3oo psi. After the condensing unit and coil have been connected, the balance of the system shall be leak tested with all valves open.

6. Refrigeration contractor to provide and install drain line heater in freezer to be connected by electrical contractor.

7. All piping to run through walls, no roof penetrations allowed.

III. ELECTRICAL CONTRACTOR

1. Electrical contractor to connect drain line heater in cooler or freezer.

2. Electrical contractor to provide power for refrigeration package and evaporator coils.

3. All electrical wiring and installation shall be in accordance with the wiring diagram and local codes.

IV. PLUMBING CONTRACTOR

1. Plumbing contractor to provide ACR or type "l" copper drain lines for walk-in refrigeration and freezer, pitched 1/2" per foot of run. In the freezer, the unheated drain line must be outside of the insulation to prevent freezing. Trap drain line outside of refrigerated space to avoid entrance of warm and moist air.

2. The plumbing contractor is to provide individual drain lines for each evaporator unless otherwise called for.

3. All plumbing installation shall be in accordance with local codes.

PROJECT MANUAL
INCLUDING SPECIFICATIONS

FOR

CONSTRUCTION

FOR THE

CUPERTINO UNION SCHOOL DISTRICT (CUSD)
WALK-IN COOLER AND FREEZER PROJECTS

FOR THE

KENNEDY MIDDLE SCHOOL
821 Bubb Rd
Cupertino, CA 95014

ARCHITECTS

SIM ARCHITECTS, INC.
433 California Street, Suite 620
San Francisco, CA 94104

T: 415.362.8081

JULY 2024

SECTION 00 01 07

SEALS PAGE

DATE: **OCTOBER 21, 2024**

OWNER: CUPERTINO UNION SCHOOL DISTRICT
10301 VISTA DRIVE
CUPERTINO, CA 95014

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2024

ARCHITECT AND CONSULTING ENGINEERS:

SIM ARCHITECTS, INC.
3675 MOUNT DIABLO BLVD, SUITE 310
LAFAYETTE, CA 94549
(T): (415) 362-8081

LICENSED ARCHITECT
EUGENE H. SIM
NO. C-26432
REN. 05/31/25
STATE OF CALIFORNIA

BY_____
EUGENE H. SIM, C-26432

BRIO ENGINEERING ASSOCIATES, INC.
4750 ALMADEN EXPY, SUITE 124-283
SAN JOSE, CA 95118-2052
(T): (408) 241-5494

REGISTERED PROFESSIONAL ENGINEER
ANDREW H. DUONG
No. 89750
REN. 03/31/25
CIVIL
STATE OF CALIFORNIA

BY_____
ANDREW DUONG, 89750

BELDEN CONSULTING ENGINEERS
4457 WILLOW ROAD, SUITE 100
PLEASANTON, CA 94588
(T): (925) 621-5300

REGISTERED PROFESSIONAL ENGINEER
BRENDA RETTIG
E14209
Exp: 6/30/25
ELECTRICAL
STATE OF CALIFORNIA

BY_____
BRENDA RETTIG, E14209

H&M MECHANICAL GROUP
8517 EARHART RD, SUITE #230
OAKLAND, CA 94621
(T): (510) 569-2000

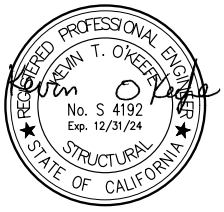
REGISTERED PROFESSIONAL ENGINEER
JOHN CHOU
No. M34214
Exp. 12/31/24
MECHANICAL
STATE OF CALIFORNIA

BY_____
JOHN CHOU, M34214

END OF SECTION

ARCHITECT AND CONSULTING ENGINEERS:

UNIVERSAL STRUCTURAL ENGINEERS
1660 S. AMPHLETT BLVD., SUITE 335
SAN MATEO, CA94402
(T): (650) 312-9233



BY_____
KEVIN O'KEEFE, S4192

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121662 INC:
REVIEWED FOR
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DATE: 03/17/2025

SECTION 00 01 10

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	01 29 00	Application for Payment and Conditional and Unconditional Waiver and Release Forms
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Not used; refer to Drawings.

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DIVISION 10 to 12 – FINISHES to EQUIPMENT

Not used; refer to Drawings.

DIVISION 13 – SPECIAL CONSTRUCTION

Section 13 21 20 Cold Storage Rooms

DIVISION 14 to 21 – CONVEYING EQUIPMENT to FIRE SUPPRESSION

Not used; refer to Drawings.

DIVISION 22 – PLUMBING

Refer to Drawings.

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

Not used.

DIVISION 26 – ELECTRICAL

Refer to Drawings.

DIVISION 27 to 28 – COMMUNICATIONS to ELECTRONIC SAFETY AND SECURITY

Not used.

DIVISION 31 – EARTHWORK

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Section 32 12 00 Patching Asphaltic Paving
32 16 00 Aggregate Base for Concrete

DIVISION 33 –UTILITIES

Refer to Drawings.

END OF SECTION

SECTION 00 72 00

GENERAL CONDITIONS

1 GENERAL CONDITIONS

A. The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, Articles 1 through 15 inclusive, is a part of this Contract, and is incorporated herein as fully as if here set forth.

1. A copy of the General Conditions may be obtained at www.aia.org under “Contract Documents”, bottom of page “Store”; by calling 800-242-3837 (option 4); or at www.aiasf.org under “Publications”.

END OF SECTION

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1.1 REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

A. Where provisions of General Conditions relate to Project administration or work-related requirements of the Contract, those paragraphs are expanded in Division 01 - General Requirements of the Specifications.

B. General Conditions, Supplementary Conditions and Division 01 - General Requirements contain information necessary for completion of every part of Project.

1. Where items of Work are done under subcontracts, each item shall be subject to these conditions.

1.2 SUPPLEMENTS

A. The following supplements modify, change, delete from or add to General Conditions of the Contract as indicated in Section 00 72 00 - General Conditions.

B. Where any part of the General Conditions is modified or deleted by these supplements, unaltered provisions of the modified article, paragraph, subparagraph or clause shall remain in effect.

1.3 ARTICLE 1: GENERAL PROVISIONS

ADD to 1.1 the following definitions:

1.1.9 **Approved:** The terms approved, directed, selected, required, ordered, designated, accepted, acceptable and satisfactory shall require written action by Architect.

1.1.10 **Equal, Approved Equal:** The terms equal or approved equal shall require requests for substitutions for products or manufacturers not specified; requests for substitutions shall be in accordance with requirements of Section 01 25 00 – Substitution Procedures.

1.1.11 **Furnish:** The term furnish means supply and deliver to Project, unless otherwise defined in greater detail.

1.1.12 **Install:** The term install is used to describe operations at Project, from inspecting and unloading, to completion in place, ready for intended use.

1.1.13 **Provide:** The term provide means furnish and install, complete and ready for intended use, unless otherwise defined in greater detail.

ADD the following to Subparagraph 1.2.1:

1.2.1.2 **Inconsistencies:** In case of an inconsistency between Drawings and Specifications or within other Contract Documents not clarified by addendum, provide better quality or greater quantity of Work in accordance with Architect's interpretation.

1.2.1.3 **Manufacturer Options:** Where manufacturer’s offer options for specified products and Contract Documents do not list specific options, provide for best options available and appropriate to applications indicated and clearly indicate options to be selected by Architect with Product Data submittals.

ARTICLE 3: CONTRACTOR

ADD the following to Subparagraph 3.4.2:

3.4.2.1 **Substitutions:** After Contract has been executed, the Owner and Architect will consider formal requests for substitution of products in place of those specified only under conditions set forth in Section 01 25 00 – Substitution Procedures.

ARTICLE 5: SUBCONTRACTS

ADD the following to Paragraph 5.3:

5.3.1 **Materials Suppliers:** For purposes of this Contract materials suppliers shall be considered a Subcontractor regardless of whether they perform their portion of the Work at the site.

ARTICLE 9: PAYMENTS AND COMPLETION

ADD the following to 9.3.2.

9.3.2.1 **Stored Materials:** Payments for materials stored off-site will be made, subject to Owner's approval, if Contractor provides invoice, lien release, certificate of insurance covering stored materials, and stores material in approved, bonded warehouse.

ARTICLE 11: INSURANCE AND BONDS

ADD the following to Subparagraph 11.1.2:

11.1.2.1 **Insurance Amounts:** Amount of insurance shall be as directed by Owner.

ADD the following to 11.1.3:

11.1.3.1 **Certificate of Insurance:** Furnish one copy of each Certificate of Insurance required for each copy of Agreement.

11.1.3.1.1 Form of certificate shall be an approved certificate which specifically sets forth evidence of all coverage required.

11.1.3.1.2 Furnish to Owner copies of any endorsements subsequently issued amending coverage or limits.

11.1.3.2 Upon receipt of any notice of cancellation or alteration, Contractor shall, within five days, procure other policies of insurance similar in all respects to policy or policies about to be canceled or altered.

11.1.3.2.1 If Contractor fails to provide acceptable policies of insurance, Owner may obtain such insurance at cost and expense of Contractor.

ADD to 11.1.2 the following bond requirements:

11.1.2.1 **Bonds Values:** Provide 100 percent Performance Bond and Payment Bond using AIA Document A312 Performance Bond and Payment Bond, or an approved similar bond.

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Project consists of construction of the Cupertino Union School District (CUSD) Walk-In Cooler and Freezer Project for the following middle school as indicated in Contract Documents.

1. Kennedy Middle School, 821 Bubb, Road, Cupertino, CA 95014.

B. Items noted "NIC" (Not in Contract) will be furnished and installed by Owner or under separate contract.

C. Owner reserves right to remove and retain possession of existing items prior to start of Contract.

1.2 REQUIREMENTS INCLUDED

A. This section includes administrative provisions:

1. Work sequence.
2. Contractor use of premises.
3. Campus occupancy.
4. Field engineering.
5. Regulatory requirements and reference standards.
6. Owner furnished Contractor installed (OFCI) products.

1.3 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner and Architect.

1. Construct Work to accommodate Owner's occupancy requirements during construction period.

B. Perform construction in phases as indicated, as approved by Owner and Architect where not indicated.

1.4 CONTRACTOR USE OF PREMISES

A. Limit use of premises for Work and construction operations and to allow for:

1. Campus occupancy.
2. Work by other contractors.
3. Authorized access to restricted areas.
4. Public access to public areas.

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

1.5 CAMPUS OCCUPANCY

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

1.6 FIELD ENGINEERING

A. Provide field engineering services; establish lines and levels by use of recognized engineering survey practices.

1. Surveyor: Engage California registered land surveyor to perform land surveying services required.

2. Engineer: Engage California registered professional engineer of discipline required to perform required engineering services.

B. Locate and protect control and reference points.

1. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Log to be available for reference.

a. Record deviations from required lines and levels.

b. Advise Architect when deviations that exceed indicated or recognized tolerances are detected.

c. Project Record Drawings: Record deviations that are accepted and not corrected.

d. Upon completion of foundation walls, major site improvements, and other work requiring field engineering services, prepare certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

1.7 REGULATORY REQUIREMENTS AND REFERENCE STANDARDS

A. Regulatory Requirements:

1. Architect has contacted governing authorities and reviewed design requirements of local, state, and federal agencies for applicability to Project.

2. Contractor shall be responsible for contacting governing authorities directly for necessary information and decisions bearing upon performance of Work.

B. Reference Standards:

1. For Products specified by association or trade standards, comply with requirements of referenced standard, except when more rigid requirements are specified or are required by applicable codes.

2. Applicable date of each standard is that in effect as of date on proposal or date on Contract where no proposal is available, except when a specific date is specified.

1.8 OWNER FURNISHED CONTRACTOR INSTALLED (OFCI) PRODUCTS

A. Select products are to be furnished and paid for by Owner and installed by Contractor:

1. Refer to Drawings and Specifications.

B. Owner's Responsibilities:

1. Arrange for and deliver shop drawings, product data, and samples to Contractor.
2. Arrange and pay for product delivery to site.
3. Inspect products jointly with Contractor on delivery.
4. Submit claims for transportation damage.
5. Arrange for replacement of damaged, defective, or missing items.
6. Arrange for manufacturer's warranties, inspections, and service.

C. Contractor's Responsibilities:

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

1.9 C.A.C. Sec 4-317 (c)

Should any existing conditions such as deterioration or non-complying construction be discovered that is not covered by DSA approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes a description of alternate work.

B. Related Requirements:

1. Pricing Documents: Quotation of cost of each alternate.

2. Owner-Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

3. Sections of Specifications identified in each Alternate.

1.2 PROCEDURES

A. Alternates will be exercised at Owner's option.

B. Coordinate Related Work: and modify surrounding work as required to complete Work, including changes under each alternate, when acceptance is designated in Owner-Contractor Agreement.

1.3 ALTERNATES

A. Alternates: To be determined.

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. General: Procedures are described for requesting substitution of unlisted materials in lieu of materials named in Specifications or approved for use in addenda.

1. Provide products listed in Contract Documents, products by manufacturers listed in Contract Documents, and products meeting specified requirements.

a. Contract Amount: Base on materials and products included in Contract Documents.

b. Where materials and products are listed in Contract Documents, materials and products by manufacturers not listed shall not be used without Owner's and Architect's approval of Contractor's written request for substitution.

2. Purpose: After bidding, substitutions will only be considered where Owner will receive benefit or because specified materials are no longer available due to no fault of Contractor.

a. Owner benefits either from a Contractor proposed reduction of the Contract amount or from a reduction in Contract time based on acceptance of proposed substitution.

b. List proposed cost or time reductions on request for substitution.

c. Requests not including a proposed cost or time reduction will not be considered unless Contractor submits supporting information indicating specified materials are not available.

B. Related Sections:

1. Section 01 60 00: Product requirements.

1.2 SUBSTITUTIONS

A. Within a period of 35-days after award of Contract, Owner and Architect will consider formal requests for substitutions only from Contractor as specified in 1.1 Summary.

1. Owner and Architect will consider only one request for substitution for each material; where requests are denied Contractor shall be required to provide specified materials.

2. After initial 35-day period, requests will be considered only when a product becomes unavailable through no fault of Contractor; more than one request for substitution will be considered if necessary.

B. Submit each request with sequentially numbered “Substitution Request Transmittal” acceptable to Owner and Architect; submit separate request for each product and support each request with:

1. Product identification with manufacturer's literature and samples where applicable.

2. Name and address of similar projects on which product has been used, and date of installation.

C. Submit itemized comparison of proposed substitution with product specified and list significant variations.

D. Submit data relating to changes in construction schedule.

E. Note effect of substitution on other work, products, or separate contracts.

1. Note if acceptance of substitution could require revision of Contract Documents, Drawings, details, or Specifications.

F. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract price.

1. Include costs to other contractors and costs for revisions to Drawings, details or Specifications.

G. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on submittals without a formal request from Contractor.

2. They are requested directly by a subcontractor or supplier.

3. Acceptance will require substantial revision of Contract Documents.

H. Substitute products shall not be ordered without written acceptance of Owner and Architect.

I. Owner and Architect will determine acceptability of proposed substitutions and reserves right to reject proposals due to insufficient information.

1.3 CONTRACTOR'S REPRESENTATION

A. Requests constitute a representation that Contractor:

1. Has investigated proposed product and determined it meets or exceeds, in all respects, specified product.

2. Will provide same warranty or longer warranty for substitution as for specified product.

3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

4. Waives claims for additional costs that subsequently become apparent.

5. Will pay costs of changes to Contract Documents, Drawings, details, and Specifications required by accepted substitutions.

1.4 ARCHITECT'S DUTIES

A. Review Contractor's requests for substitutions with reasonable promptness.

1. Architect will recommend that Owner accept or reject substitution request.

2. Upon request, Architect will provide cost for changes to Contract Documents, Drawings, details, and Specifications required for substitutions.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

END OF SECTION

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

DOCUMENT 01 29 00

APPLICATION FOR PAYMENT AND CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS

CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $_____

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SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

(4) Contract rights, including (A) a right based on rescission, abandonm
breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $_____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(CIVIL CODE SECTION 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(CIVIL CODE SECTION 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes general procedural requirements for ongoing submittals.

1. Construction progress schedules.
2. Schedule of values.
3. Product data and manufacturer’s literature.
4. Shop drawings.
5. Samples.
6. Manufacturers' certificates.
7. Excess materials and attic stock.
8. Design build (delegated design) procedures.

B. Related Requirements:

1. Section 01 40 00: Test reports, manufacturer's field reports, and mock-ups.
2. Section 01 70 00: Manufacturers’ instructions.
3. Section 01 77 00: Closeout requirements including Project Record Documents.
4. Section 01 78 00: Warranties.

1.2 GENERAL SUBMITTAL PROCEDURES

A. Submittals: Transmit each item using form approved by Architect; submit sample to Architect for approval prior to use.

1. Identify Project, Contractor, subcontractor, major supplier.

a. Attach sequential identification number for each new submittal.

b. Identify each resubmittal using original submittal number and sequential identification clearly indicating item is resubmitted.

2. Identify pertinent Drawing sheet and detail number, and Specification section number as appropriate.

3. Identify deviations from Contract Documents.

4. Provide space for Contractor and Architect review stamps.

5. Contractor: Review and stamp submittals from subcontractors prior to submitting to Architect.

a. Review submittals and indicate where conflicts occur with Contract Documents and with work of other subcontractors.

b. Return submittals that vary significantly from Contract Documents for correction and resubmittal prior to submitting to Architect.

c. Submittals that vary significantly from Contract Documents and that fail to indicate thorough Contractor review prior to submission to Architect will be returned without review.

d. Cursory review and stamping of subcontractor submittal by Contractor shall not be acceptable.

B. Initial Schedules: Submit initial progress schedule and schedule of value in duplicate within 15 working days after award of Contract.

1. After review by Owner and Architect revise and resubmit where required.

C. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.

D. After Architect review of submittal, revise and resubmit as required, identify changes made since previous submittal.

1. Submittals Requiring Architect Response: Allow reasonable time for Architect review as well as time for preparation of resubmittals where required by Architect.

a. Do not delay submittals and do not consider Architect review time as part of Project schedule as multiple submittals and reviews may be required.

E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply.

1.3 TYPES OF SUBMITTALS

A. General: Project requires various types of submittals to maintain communications, minimize misunderstandings, avoid unnecessary conflicts, and to ensure complete documentation for Project Record Documents.

1. Maintain complete set of submittals including required revisions.

B. Construction Schedules: Submit construction progress schedules for Design Team and Owner review and to maintain entire team up to date on construction activities.

C. Schedule of Values: Submit Schedule of Values indicating division of Work, subcontractors to perform work, products being used, and values attributed to each to inform Design Team and Owner.

D. Action Submittals: Submittals relating to product data and manufacturer’s literature, shop drawings, and samples for Design Team review and comment; do not begin fabrication, delivery, or installation until Design Team review is complete.

E. Information Submittals: Submittals relating to certifications, qualifications, reports, including test reports, and instructions are for information; Design Team may choose to comment but action is not generally anticipated.

1. Manufacturer installation instructions and recommendations shall be considered information submittals.

F. Design/Build Submittals: Where portion of Work requires design by specialized professionals submit information necessary to ensure work complies with Contract Documents along with certifications signed by qualified professional.

1. Calculations: Do not submit calculations unless specifically required by Contract Documents; submit calculations required by code directly to authorities having jurisdiction.

a. Submit certification by qualified professional indicating required calculations have been prepared and work conforms to Contract Documents and applicable codes and regulations.

G. Maintenance Materials Submittals: Compile maintenance information and materials during Work to ensure complete set of documents, maintenance manuals, and operation instructions.

H. Closeout Submittals: Compile closeout submittals, organize, and submit to Owner prior to or at time of Substantial Completion. Project will not be considered Substantially Complete until closeout submittals have been received by Owner.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit construction progress schedule with separate item for each major trade and operation, identifying first day of each week.

1. Show complete sequence of construction by activity, identifying work of separate stages and logically grouped activities.

2. Show projected percentage of completion for each item of Work as of time of each progress Application for Payment.

3. “Submittal Schedule”: Show Contractor submittal dates required for shop drawings, product data, and samples, and product delivery dates; deliver to Architect per approved “Submittal Schedule.”

a. “Submittal Schedule” may be incorporated into construction progress schedule or may be separate, Contractor option.

b. Architect’s Review Period: Architect will be expedient in review however Contractor shall schedule submittals recognizing possibility Architect may reject and may require resubmittal.

c. Contract extension shall not be allowed for Contractor’s failure to properly schedule submittals to allow for Architect requiring resubmittal.

B. Progress Schedule Format: Submit both horizontal bar chart and network analysis system using critical path method as approved by Owner.

1. Submit revised progress schedules with each Application for Payment reflecting changes since previous submittal, not less than monthly.

1.5 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 or another Owner and Architect pre-approved 8-1/2" by 11" paper format; Contractor's standard media-driven printout will be considered on request. Submit within 15 days after award of Contract.

B. Format: Table of Contents of this Project Manual, with modifications as pre-approved by Owner and Architect; identify each line item with number and title of major Specification sections.

C. Include in each line item a directly proportional amount of Contractor overhead and profit.

D. Revise schedule to list change orders for each Application for Payment.

1. Submit subschedule for each Campus.

1.6 PRODUCT DATA/MANUFACTURERS' LITERATURE

A. Action Submittals: Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.

B. Information Submittals: Include manufacturers' installation instructions only when required by Specifications or specifically requested by Architect.

1. Maintain copy of manufacturer installation instructions and recommendations in Contractor's field office for review.

C. Product data shall be submitted as electronic PDF files unless otherwise noted or approved by Architect in advance.

1. Where paper copies are permitted submit number of copies Contractor requires, plus one copy to be retained by Architect.

1.7 SHOP DRAWINGS

A. Shop drawings to illustrate requirements of Contract Documents, accurately show relevant field conditions, dimensions, quantities, kinds of materials, methods of assembly, and data required for fabrication, erection, and installation.

B. Shop drawings shall be submitted as electronic PDF files unless otherwise noted or approved by Architect in advance.

1. Where prints are permitted submit one reproducible print, minimum sheet size 8-1/2” by 11”.

C. Distribution: After review, reproduce and distribute.

1.8 SAMPLES

A. Submit full range of manufacturers' standard colors, textures, and patterns for Architect's selection.

B. Submit samples to illustrate functional characteristics of Product, with integral parts and attachment devices.

C. Coordinate submittal of different categories for interfacing work.

D. Include identification on each sample, giving full information.

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

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

F. Sizes: Provide following sizes unless otherwise specified.

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

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

1.9 MANUFACTURERS' CERTIFICATES

A. Submit certificates as electronic PDF files unless otherwise noted or approved by Architect in advance, and in accordance with requirements of each Specification section.

1.10 EXCESS MATERIALS AND ATTIC STOCK

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

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

1. Owner may require as much as 5% extra materials for maintenance purposes. Exact amount of each material shall be determined by Owner based on following meeting and additional costs determined by Contractor.

a. Contractor shall be prepared to order up to 5% extra materials on items that may not be readily available in future such as custom colors, offshore manufacture, anticipated life span under 5 years, and potential for damage.

1) Do not order extra attic stock until extent is determined and agreed to by Owner including which materials require extra stock and exactly how much those materials will cost including shipping and handling.

b. Excess Materials: Furnish excess materials only for materials that have a shelf-life of more than two years.

2. Meeting: Conduct meeting prior to beginning Work to discuss extent of materials Owner would like to receive at Project Closeout for attic stock for maintenance materials. Where available include personnel from Owner's maintenance crew.

    a. Estimate excess materials to be anticipated to be ordered in addition to materials for handling and storage and how those materials will be invoiced and identified regarding material and location in Project.

    b. Determine area necessary for adequate storage, handling, and identifying excess materials and attic stock and discuss with Owner.

    c. Submit information regarding equipment necessary for handling of excess materials and attic stock due to weight, size, and storage requirements.

    d. Assist Owner in determining where on-site or off-site additional attic stock for maintenance purposes will be delivered and stored.

3. Additional Costs: After meeting submit to Owner detailed listing of additional costs for each material Owner may like to receive for attic stock and assist Owner in modifying listing to determine acceptable final costs.

    a. Include unit prices for desired attic stock where excess materials are not adequate for Owner maintenance stock.

4. Substantial Completion: Submit Construction Bulletin at Substantial Completion indicating changes to Contract Amount for attic stock including unit price totals for materials where excess materials are not adequate.

5. Final Completion: Ensure attic stock has been received, identified, cataloged, and stored at locations agreed upon with Owner based on Change Order indicating amounts finally agreed to by Owner.

1.11 DESIGN/BUILD PROCEDURES

A. Design as Part of Means and Methods of Construction: Select Project components require construction team design as part of means and methods of construction as described in various sections.

    1. Terms commonly used such as Design/Build, Delegated Design, and Design/Assist are applicable to these procedures as determined by law but shall be generally referred to in these documents as Design/Build.

        a. In general Design/Build includes design by licensed professionals with expertise beyond that allowed under standard architectural licensure, and outside of scope of work of other design professionals on the design team.

    2. Contractor may be required to provide design services as part of construction for specific work defined as design or design-build where special expertise is required that is not available in the Project design team.

3. Subcontractors, fabricators, and manufacturers may be required to provide design services as part of their work due to special expertise in design services for their specific components, refer to technical sections for Design/Build.

4. Contractor, subcontractors, fabricators, manufacturers, and suppliers shall be responsible for attachments, anchors, fasteners, adhesives, and connectors suitable to applications unless specific items are listed in Contract Documents.

    a. Where specific items are listed in Contract Documents Contractor, subcontractors, fabricators, manufacturers, and suppliers shall review and submit comments where items listed are not acceptable.

    b. Where no comments are received, listed items shall be considered acceptable.

B. Contractor acknowledges and accepts responsibility for specialty design as part of means and methods of construction, as well as coordination of parties involved to achieve architectural design intent indicated in Contract Documents.

1. Design-build work includes sizing, sequencing, and detailing for construction by professional licensed or registered engineer or design professional with special expertise applicable to portion of Work involved.

2. Design-build work shall be constructed in compliance with building codes and regulations in effect and shall be fit and proper for intended use.

3. Design-build work shall include drawings, specifications, and calculations prepared, stamped, and signed by qualified professional licensed or registered engineer licensed in the Project location as appropriate to design-build work.

    a. Plans, specifications, and calculations shall be acceptable to Owner, Owner’s Representative, and applicable authorities.

C. Where required by Owner Contractor shall submit copies of current insurance policies covering errors and omissions of persons designing design-build work with deductibles and limits per occurrence as mutually agreed by Owner and Contractor.

1. Provide endorsement to insurance providing for 30-day notice to Owner prior to cancellation or material reduction in coverage.

2. Insurance shall be maintained for not less than applicable statute of limitations for claims of latent defects, if such insurance is not written on an occurrence basis during time design-build work is designed and constructed.

D. Review proposed layouts with Design Team and with various trades prior to commencing work related to design-build work.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Description of Project management and coordination including but not necessarily limited to the following:

1. General Project coordination procedures.
2. Staff names.
3. Administrative and supervisory personnel.
4. Project meetings.

B. Related Sections:

1. Section 01 30 00: Administrative requirements.
2. Section 01 79 00: Demonstration and training.

1.2 COORDINATION

A. Coordination: Coordinate construction operations included in various Specifications sections to ensure efficient and orderly installation of each part of Work.

1. Coordinate construction operations that depend on each other for proper installation, connection, and operation.

2. Coordinate work to assure efficient and orderly sequence of installation of construction elements.

3. Make provisions for accommodating items installed by Owner or under separate contracts.

B. Prepare memoranda for distribution to each party involved as needed, outlining special procedures required for coordination.

1. Include required notices, reports, and list of attendees at meetings; include Architect and Owner in distribution.

C. Verify characteristics of interrelated operating equipment are compatible; coordinate work having interdependent responsibilities for installing, connection to, and placing such equipment in service.

D. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.

1. Follow routing shown for pipes, ducts, and conduits as closely as possible; make runs parallel with lines of building.

2. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated; coordinate locations of fixtures and outlets with finish elements.

F. Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other construction activities and activities of other contractors to avoid conflicts and ensure orderly progress of Work.

1.3 SUBMITTALS

A. Staff Names: Immediately after receipt of notice to proceed or immediately after signing of Contract by Owner and Contractor, submit list of principal staff assignments, including superintendent and other personnel in attendance at Project site.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.4 SUPERVISORY AND ADMINISTRATIVE PERSONNEL

A. Provide supervisory personnel, in addition to Project Superintendent, as required for proper and timely performance of Work and coordination of subcontracts.

B. Provide administrative staff as required to allow Project Superintendent and supervisory personnel to allocate maximum time to Project supervision and coordination.

1.5 PROJECT MEETINGS

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

1. Pre-construction meeting.
2. Progress meetings at weekly intervals.
3. Pre-installation conferences.
4. Coordination meetings.
5. Special meetings.

B. Make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Architect, Owner, participants, and those affected.

C. Attendance: Job superintendent, major subcontractors, and suppliers as appropriate to agenda; Architect, Owner, and Owner and Architect’s consultants as appropriate to agenda topics for each meeting.

D. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments, delivery schedules, submittals, requests for information, maintenance of quality standards, pending changes and substitutions, and issues needing resolution.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes general quality control requirements.

1. General quality control.
2. Manufacturers' field services.
3. Mock-ups.

B. Related Requirements:

1. Refer to applicable codes and Specifications sections for test requirements.

1.2 QUALITY CONTROL, GENERAL

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

1.3 MANUFACTURER'S FIELD SERVICES

A. When specified in respective Specification sections, require manufacturer or supplier to have qualified personnel provide on-site observations and recommendations.

1. Observe field conditions, including conditions of surfaces and installation.
2. Observe quality of workmanship.
3. Provide recommendations to assure acceptable installation and workmanship.
4. Where required, start, test, and adjust equipment as applicable.

B. Representative shall submit written report to Architect or Owner listing observations and recommendations.

1.4 MOCK-UPS

A. Erect field samples and field mock-ups at locations on site as approved in advance and in accordance with requirements where included in Specifications section.

1. Test mock-ups requiring special equipment may be erected at location having access to necessary equipment, coordinate with Architect.

B. Field samples and mock-ups not approved and not capable of being acceptably revised shall be removed from site.

C. Approved field samples and mock-ups may be used as part of Project.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes temporary construction facilities and temporary controls.

1. Electricity and lighting.
2. Heat and ventilation.
3. Water and sanitary facilities.
4. Construction aids.
5. Temporary enclosures.
6. Barriers.
7. Cleaning during construction.
8. Project identification.
9. Cellular telephone service.
10. Storage.

B. Related Requirements:

1. Section 01 70 00: Progress cleaning and final cleaning.
2. Section 01 74 10: Waste management.

C. Provide temporary construction facilities and temporary controls as required to conform to applicable authorities and as required to complete Project in accordance with Contract Documents.

1. Authorities: Contact governing authorities to establish extent of temporary facilities and temporary controls required by authorities.

2. Owner’s Campus Representatives: Contact Owner’s Campus Representatives to establish extent of temporary facilities and temporary controls required by each campus.

1.2 ELECTRICITY AND LIGHTING

A. Provide electrical service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.

1. Connection to existing electrical service is permitted.
2. Owner will pay costs of energy used from existing on-site services.

B. Provide lighting for construction operations.

1. Permanent lighting may be used during construction, maintain lighting and make routine repairs.

C. Owner will pay costs of energy used from existing on-site services.

1.3 WATER AND SANITARY FACILITIES

A. Provide water service required for construction operations; extend branch piping with outlets located so water is available by use of hoses.

1. Connection to existing facilities is permitted.

2. Owner will pay for water used from existing on-site services.

B. Provide and maintain required sanitary facilities and enclosures.

1. Existing facilities shall not be used.

1.4 CONSTRUCTION AIDS

A. Noise, Dust and Pollution Control: Provide materials and equipment necessary to comply with local requirements for noise, dust, and pollution control.

B. Fire Protection: Maintain on-site fire protection facilities as required by applicable authorities and insurance requirements.

C. Security: Protect Site and Work; prevent unauthorized entry, vandalism, and theft.

1. Coordinate with Owner’s security program.

D. Dewatering: Provide and operate drainage and pumping equipment; maintain excavations and site free of standing water.

E. Use of Existing Facilities: Verify availability of existing facilities for construction operations with Owner prior to beginning on-site construction.

1.5 ENCLOSURES

A. Temporary Closures: Provide temporary weather-tight closures for exterior openings for protection for materials, to protect interior materials from dampness, and to prevent unauthorized entry.

1. Provide doors with self-closing hardware and locks.

1.6 BARRIERS

A. Barriers: Provide barriers as required to prevent public entry to construction areas and to protect adjacent properties from damage from construction operations.

B. Barricades: Provide barricades as required by governing authorities.

C. Tree Protection: Provide barriers around trees and plants designated to remain; protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

1.7 CLEANING DURING CONSTRUCTION

A. Control accumulation of waste materials and rubbish. Recycle or dispose of off-site.

1.8 PROJECT IDENTIFICATION

A. Project Sign: Provide minimum 32-square foot Project identification sign of wood frame and exterior grade plywood construction, painted, with computer generated graphics by professional sign maker.

1. Design: As furnished by Architect.

2. Submit to Owner and Architect additional names or changes proposed to Project sign for prior written approval.

3. Erect on site at location established by Architect.

B. Other Signs: Subject to approval of Architect and Owner.

1.9 CELLULAR TELEPHONE SERVICE

A. Cellular Telephone Service: Furnish on-site Project Managers with cellular telephone. Ensure Owner and Architect ability to contact site during construction operations.

1. Schedules: Submit schedules of on-site Project Managers with individual cellular telephone numbers to Owner and Architect; maintain schedules and cell phone numbers up to date during Project on-site operations.

1.10 STORAGE

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

1. Maintain adequate space for organized storage and access.

2. Provide lighting for inspection of stored materials.

1.11 REMOVAL

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore existing facilities used during construction to specified or original condition.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes basic product requirements governing material and equipment.

1. General product requirements.
2. Product list.
3. Quality assurance.
4. Delivery, storage, and handling.

B. Related Requirements:

1. Section 01 25 00: Substitution procedures.
2. Section 01 30 00: Submittal of manufacturers' certificates.
3. Section 01 77 00: Operation and maintenance data.

1.2 GENERAL PRODUCTS REQUIREMENTS

A. Products include material, equipment, and systems.

B. Comply with Specifications, referenced standards, and applicable codes and regulations as minimum requirements.

C. Provide new materials except as specifically allowed by Contract Documents.

D. Materials to be supplied in quantity within a Specification section shall be by one manufacturer, shall be the same, and shall be interchangeable.

E. Provide equipment and systems composed of materials from a single manufacturer except where otherwise recommended by equipment or systems manufacturer or where otherwise indicated in Contract Documents.

F. Manufacturers: Manufacturers listed in Specifications, on Drawings, on Schedules, and in Notes shall be considered acceptable to extent their products comply with Contract Documents requirements and are suitable for applications indicated.

1. Manufacturer’s representative shall be responsible for reviewing Contract Documents and verifying their specified products conform to Contract Documents, applicable codes, and regulations, and are suitable for applications indicated.

a. Where specified products are not recommended by manufacturer’s representative, immediately notify Architect.

b. Where a different product by same manufacturer is recommended by manufacturer’s representative as more suitable for applications indicated, immediately notify Architect.

2. Basis of Design: Following shall be considered as Basis of Design.

    a. Specific manufacturers and products identified in Specifications as Basis of Design.

    b. Specific manufacturers and products listed in Schedules.

    c. Specific manufacturers and products listed on Drawings or in Notes.

    d. Where more than one manufacturer or product is listed as Basis of Design immediately notify Architect and request clarification.

        1) Where more than one manufacturer or product is listed as Basis of Design in one location in Contract Documents clearly indicating either is acceptable, no clarification would be necessary.

G. Contractor's Options: Comply with following options; requests for substitutions for named manufacturers and products shall comply with requirements specified in Section 01 25 00 – Substitution Procedures.

1. Products Identified by Reference Standards: Select product meeting referenced standard for products specified only by reference standard.

    a. Requests for Substitutions to be limited to products not complying with referenced standards.

        1) Submit justification for non-compliance with reference standards as part of Request for Substitutions; if product is foreign made submit rationale why foreign standards and basic materials indicates compliance.

2. Named Manufacturers: Where names of manufacturers are specified select any named manufacturer product meeting Specifications for products specified by naming one or more manufacturers.

    a. Submit Request for Substitution for any manufacturer not named.

3. Named Manufacturers and Named Products: Select any named manufacturer named product meeting Specifications for products specified by naming one or more manufacturers and products.

    a. Where only one manufacturer and product are named, together with additional manufacturers without specific products, Requests for Substitutions to be limited to products not comparable to that specified.

        1) Contractors, subcontractors, suppliers, and manufacturers shall take special care to ensure comparable products are being supplied based on design, performance, quality, and longevity.

        2) Substitutions: Submit Request for Substitution for any manufacturer not named and for products not comparable to those specified in design, performance, quality, and longevity.

4. Basis of Design: Where manufacturer or manufacturer and product both are indicated as Basis of Design, submit Request for Substitution for other manufacturers and products.

5. “Or Equal” Clauses: Submit request for substitution for manufacturer or product not specifically named in Specifications where terms "or equal", "or approved equal", or similar references are made.

1.3 SUBMITTALS

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

1. Tabulate products by Specification number and title.

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

1.4 QUALITY ASSURANCE

A. Comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Install products straight, true-to-line, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp, and potentially hazardous edges.

D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1. Seismic Anchors: Conform to code requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Transport products by methods to avoid product damage, deliver in undamaged condition in manufacturer's unopened containers or packaging.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

C. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

F. Arrange storage to provide access for inspection; periodically inspect to assure products are undamaged and are maintained under required conditions.

G. Provide equipment and personnel to handle products by methods to prevent soiling and prevent damage.

H. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.

I. Immediately remove from Project products damaged, wet, stained, and products with mold and products with mildew.

1. Take special care to prevent absorbent products such as gypsum board and acoustical ceiling units from becoming wet.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes execution requirements.

1. Installer qualifications.
2. Examination.
3. Manufacturer's instructions.
4. Installation.
5. Cleaning.
6. Protection.

B. Related Requirements:

1. Section 01 50 00: Cleaning during construction.
2. Section 01 77 00: Closeout procedures.
3. Section 01 79 00: Demonstration and training.

1.2 INSTALLER QUALIFICATIONS

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

1.3 EXAMINATION

A. Acceptance of Conditions: Beginning installation of a product signifies installer has examined substrates, areas, and conditions for compliance with manufacturer requirements for tolerances and other conditions affecting performance.

B. Field Measurements: Take field measurements as required to fit Work properly; recheck measurements prior to installing each product.

1. Where portions of Work are to fit to other construction verify dimensions of other construction by field measurements before fabrication; allow for cutting and patching to avoid delaying Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

1.4 MANUFACTURERS' INSTRUCTIONS

A. Manufacturer’s Recommendations: When work is specified to comply with manufacturers' recommendations or instructions, distribute copies to persons involved and maintain one set in field office.

1. Conform to requirements specified in Section 01 30 00 for submittal of recommendations or instructions to Architect; submit to Architect only where specified or where specifically requested; otherwise keep in Field Office.

B. Perform work in accordance with details of recommendations and instructions and specified requirements.

1. Consult with Architect should a conflict exist between Specifications and recommendations, or Specifications and instructions.

C. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

1.5 INSTALLATION

A. Pre-Installation Meetings: Installers and suppliers are to attend pre-installation meetings scheduled by Contractor.

B. Comply with manufacturers written recommendations and installation instructions unless more restrictive requirements are specified.

C. Locate Work and components accurately, in correct alignment and elevation.

1. Make vertical work plumb and horizontal work level.

2. Install components to allow space for maintenance and ease of removal for replacement.

D. Install products at time and under conditions to ensure best possible results; maintain conditions required for product performance until Substantial Completion.

E. Conduct operations so no part of Work is subject to damaging operations or excessive loads during normal conditions.

F. Securely anchor permanent construction in place, accurately located and aligned with other portions of Work.

G. Allow for building movement including thermal expansion and contraction.

H. Make joints of uniform width; arrange joints as indicated, for best visual effect where not otherwise indicated; fit exposed connections together to form hairline joints except where otherwise indicated.

1.6 CLEANING

A. Cleaning During Construction: Specified in Section 01 50 00 - Temporary Facilities and Controls.

B. Progress Cleaning: Keep installed areas clean using nontoxic cleaning materials specifically recommended by manufacturers of product being cleaned, where not otherwise recommended use nontoxic materials that will not damage surfaces.

1. Remove debris from concealed spaces before enclosing space.

2. Supervise construction operations to assure no part of construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

C. Final Cleaning: Execute final cleaning at Substantial Completion.

1. Clean surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.

2. Clean equipment and fixtures to a sanitary condition.

3. Clean site; sweep paved areas.

4. Remove waste, surplus materials and rubbish from Project and site; recycle to maximum extent feasible.

1.7 PROTECTION

A. Protect products subject to deterioration with impervious cover. Provide ventilation to avoid condensation and trapping water.

B. Take care to use protective covering and blocking materials that do not soil, stain, or damage materials being protected.

C. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

D. Protect interior materials from water damage; immediately remove wet materials from site to prevent growth of mold and mildew on site.

END OF SECTION

SECTION 01 73 00

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Contractor is responsible for cutting, fitting, and patching to complete Work and to:

1. Make its parts fit together properly.
2. Uncover work to provide for installation of ill-timed work.
3. Remove and replace defective work.
4. Remove and replace work not conforming to Contract Documents.
5. Remove samples of installed work as required for testing.
6. Provide routine penetrations of non-structural surfaces for installation of piping.
7. Provide routine penetrations of non-structural surfaces for installation of conduit.

B. Related Requirements:

1. Section 01 50 00: Temporary facilities and controls.
2. Section 02 41 20: Selective demolition as required for Project.

1.2 SUBMITTALS

A. Submit written request well in advance of cutting or alteration which affects:

1. Work of Owner or separate contractor.
2. Structural value or integrity of any element of Project.
3. Integrity of weather-exposed or moisture-resistant elements.
4. Efficiency, operational life, maintenance, or safety of operational elements.
5. Visual qualities of sight-exposed elements.

B. Request shall include:

1. Identification of Project and description of affected work.
2. Necessity for cutting or alteration.
3. Effect on work of Owner or separate contractor.
4. Effect on structural integrity, or weatherproof integrity of Project.
5. Alternatives to cutting and patching.
6. Cost proposal, when applicable.
7. Written permission of separate contractor whose work will be affected.
8. Description of proposed work including:

a. Scope of cutting, patching, alteration, or excavation.
b. Products proposed to be used.
c. Extent of refinishing to be included.

C. Should conditions of Work or schedule indicate a change of products from original installation, Contractor shall submit request for substitution as specified in Section 01 25 00 – Substitution Procedures.

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with Specifications and standards for each specific product involved.

B. Where Specifications and standards have not been provided, provide materials and fabrication consistent with quality of Project and intended for commercial construction.

C. Provide new materials for cutting and patching unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect conditions affecting installation of products, or performance of work.

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

3.2 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.

1. Provide services of licensed engineer for designing temporary support where required by applicable authorities for temporary supports and for shoring; submit engineering calculations directly to applicable authorities upon request.

B. Protect other portions of Project from damage.

3.3 PERFORMANCE

A. Execute cutting by methods that provide proper surfaces to receive installation of repairs and finishes.

1. Execute excavating and backfilling by methods which will prevent settlement, and which will prevent damage to other work.

B. Employ same installer or fabricator to perform cutting and patching work as employed for new construction for:

1. Weather-exposed or moisture resistant elements.

2. Sight-exposed finished surfaces.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

D. Restore work that has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.

E. Fit work tight to pipes, sleeves, ducts, conduit, and penetrations through surfaces.

F. Refinish entire surfaces as necessary to provide even finish to match adjacent finishes:

1. For continuous surfaces, refinish to nearest intersection.

2. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01 74 10

WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Project requires special Waste Management Program.

1. *CAL*Green Waste Management: As required in Section 01 81 15.
2. Effect optimum control of solid wastes.
3. Prevent environmental pollution and damage.

B. Related Work:

1. Section 01 50 00: Temporary facilities and controls.
2. Section 01 81 15: CALGreen environmental requirements.

1.2 DEFINITIONS

A. Inert Fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively.

B. Class III Landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.

C. Construction and Demolition Waste: Includes solid wastes, such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair, and demolition operations.

1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.

2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.

D. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.

E. Sanitary Wastes:

1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution, or consumption of food.

2. Sewage: Domestic sanitary sewage.

1.3 SUBMITTALS

A. Waste Management Program: Comply with Contract Documents and applicable code requirements for salvaging, recycling, and disposing of nonhazardous waste.

1. Prior to commencement of Work, schedule and conduct meeting with Owner and Architect to discuss proposed Waste Management Program.

2. Develop mutual understanding relative to details of recycling, and rebate programs.

3. Prepare and submit a written and graphic Waste Management Program including, but not limited to, the following:

a. Indicate procedures to be implemented.

b. Estimate total Project waste to be generated, and estimated cost of disposing of Project waste in landfills.

c. Estimate total cubic yards of following waste categories to be diverted from landfill.

1) Clean dimensional wood, palette wood.
2) Plywood, oriented strand board, and medium density fiberboard.
3) Cardboard, paper, packaging.
4) Other items as directed by Owner and Architect.

d. Estimate amounts of following waste categories in appropriate units (weight, feet, square yards, gallons).

1) Metals.
2) Paint.
3) Other items as directed by Owner and Architect.

e. Submit permit or license and location of waste disposal areas.

f. Submit procedures for recycling/re-use program.

g. Submit procedures for rebate programs.

h. Revise and resubmit Waste Management Program as required by Owner and Architect.

1) Review of Contractor's Waste Management Program will not relieve Contractor of responsibility for control of pollutants and other environmental protection measures.

B. Submit summary of solid waste generated by Project with each application for progress payment, on form acceptable to Owner and Architect; include manifests, weight tickets, receipts, and invoices identifying Project and waste delivered to following locations.

1. Recycling Centers.
2. Class III landfills.
3. Inert fills.

C. Prepare rebate information and product documentation as required for Owner to qualify for rebate programs; submit with final closeout submittals.

1. Where feasible submit in electronic format, otherwise in 3-ring binder.

1.4 RECYCLING PROGRAM

A. Recycling: Implement recycling program that includes separate collection of waste materials of following types as applicable to Project requirements; recycling program to be applied by Contractors and subcontractors.

1. Land clearing debris.
2. Asphaltic concrete.
3. Concrete.
4. Masonry materials.
5. Ferrous metal.
6. Non-ferrous metal.
7. Clean dimensional wood and palette wood.
8. Plywood, oriented strand board, and medium density fiberboard.
9. Paper - bond.
10. Paper - newsprint.
11. Cardboard and paper packaging materials.
12. Glass.
13. Plastics.
14. Paint.
15. Beverage containers.
16. Others as appropriate.

B. Handling: Keep materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.

1. Clean materials contaminated prior to placing in collection containers.

2. Arrange for collection by or delivery to appropriate recycling center or transfer station that accepts construction and demolition waste for purpose of recycling.

C. Participate in Re-Use Programs: Rebates, tax credits, and other savings obtained for recycled or re-used materials shall accrue to Contractor.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes Contract closeout procedures.

1. Substantial Completion.
2. Final Completion.
3. Project record documents.
4. Material and finish data.
5. Operation and maintenance manuals.

B. Related Requirements:

1. Section 01 30 00: Administrative requirements including attic stock.
2. Section 01 78 00: Warranties.
3. Section 01 79 00: Demonstration and training.

1.2 SUBSTANTIAL COMPLETION

A. Immediately prior to Substantial Completion, schedule agency reviews as required for “temporary certificate of occupancy” or for “certificate of occupancy”.

B. When Contractor considers Work, or a designated portion thereof is substantially complete, submit written notice, with list of items to be completed or corrected.

1. List (“Punch List”): Format pre-approved by Owner and Architect; tabular form with each space listed required.

C. Within a reasonable time, Owner and Architect will inspect status of completion and may add to “Punch List”.

D. Should Owner and Architect determine Work is not substantially complete, Contractor will be promptly notified in writing, giving reasons.

E. Contractor shall remedy deficiencies and send a second written notice of substantial completion; Architect will reinspect Work.

1. Contractor shall pay for Architect's time and direct expenses where more than one Substantial Completion inspection is required for any one campus.

F. When Work is determined to be substantially complete by Architect, a Certificate of Substantial Completion will be prepared in accordance with General Conditions.

1.3 FINAL COMPLETION

A. When Work is complete, submit written certification indicating:

1. Work has been inspected for compliance with Contract Documents.

2. Work has been completed in accordance with Contract Documents and deficiencies listed (in 'Punch List") with Certificate of Substantial Completion have been corrected.

3. Equipment and systems have been tested in presence of Owner's representative and are operational.

4. Work is complete and ready for final inspection.

B. Special Submittals: In addition to submittals required by Contract, submit following.

1. Provide submittals required by governing authorities to governing authorities with copies included in Project Record Documents.

2. Submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 PROJECT RECORD DOCUMENTS

A. Keep documents current; do not permanently conceal any work until required information has been recorded.

1. Owner will provide Contractor with a separate set of Drawings to maintain for Project Record Documents.

2. Store reproducible Drawings, one set of Project Manual, and one copy of each Change Order separate from documents used for construction, for use as Project Record Documents.

3. Indicate actual work on Drawings; indicate actual products used in Project Manual, including manufacturer, model number and options.

4. Update Project Record Documents daily and allow for Architect inspection at least once a month.

B. At Contract close-out submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

C. Final Completion Submittal: At Project Completion submit both Project Record Documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.5 MATERIAL AND FINISH DATA

A. Provide data for primary materials and finishes.

B. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.

1. Electronic Format: Where available in electronic format, submit USB 3.0 flash drives with information required for material and finish data.

C. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:

1. Trade names, model, or type numbers.
2. Cleaning instructions.
3. Product data.
4. Maintenance recommendations.

1.6 OPERATION AND MAINTENANCE MANUALS

A. Provide manuals for:

1. Electrically operated items.
2. Electrical equipment and controls.
3. Maintenance manuals provided as part of Submittals.
4. Emergency manuals and instructions provided as part of Submittals.

B. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.

C. Provide a separate volume for each system, with a table of contents and index tabs for each volume.

D. Arrange by Specification division and gives names, addresses, and telephone numbers of Subcontractors and suppliers. List:

1. Appropriate design criteria.
2. List of equipment and parts lists.
3. Operating and maintenance instructions.
4. Shop drawings and product data.

E. Electronic Format: Where available in electronic format, submit two USB 3.0 flash drives with information required for operation and maintenance manuals.

END OF SECTION

SECTION 01 78 00

WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Warranties: Compile required, and incidental warranties required by Contract Documents.

1. Manufacturer Warranties: Provide manufacturer's standard warranties where specified including inspections and services included or required as part of manufacturer's standard warranty.

2. Special Warranties: Provide special warranties as required by Specifications sections.

3. These warranties shall be in addition to and not a limitation of other rights Owner may have against Contractor under Contract Documents, and which may be prescribed by law, regardless of wording of warranty.

B. Extended Correction Period: Contractor shall correct failure of materials and systems to perform in a manner consistent with their intended use including but not limited to failure of waterproofing and roofing systems to resist penetration from water.

1. Standard Correction Period: One year after Substantial Completion or Beneficial Occupancy by Owner except where otherwise noted in Contract Documents; coordinate with General Conditions and Supplementary Conditions.

a. Items used by Contractor during construction operations shall not be considered substantially completed.

b. Correction of Work Period begins with Owner occupancy not completion of component.

2. Extended Correction Period: Requirements are same as standard correction period but for an extended period as indicated in Specifications sections.

3. Contractor Responsibilities: Bear cost of correcting failed work and replacing construction damaged by failure of materials and systems to perform in a manner consistent with their intended use during correction period.

a. Requirements for correction period shall apply to Subcontractors, suppliers, installers, and those responsible for failed work.

b. Owner and Design Team shall not be responsible for determining degree of responsibility of those involved.

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

1.2 FORM OF SUBMITTAL

A. Special Warranty and Extended Correction Period Forms: Provide duplicate copies, notarized or on Contractor and Manufacturer's letterhead without conditions or exceptions to requirements specified.

1. Assemble documents executed by subcontractors, installers, suppliers, and manufacturers.

2. Provide table of contents and assemble in binder with durable plastic cover, clearly identified regarding extent of contents.

3. Electronic Format: Submit USB 3.0 flash drives of warranties, in Microsoft Word.

B. Manufacturer Warranty Forms: Use manufacturer’s standard forms unless otherwise directed in Contract Documents; completed form shall not detract from or confuse interpretations of Contract Documents.

1. Manufacturer’s authorized representative shall sign manufacturer warranties.

2. Subcontractor and installer shall countersign warranty where specified.

C. Submit final warranties prior to final application for payment.

1. For equipment put into use with Owner's permission during construction, submit within ten days after first operation.

2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

D. Provide information for Owner's personnel regarding proper procedure in case of failure and instances that might affect validity of manufacturer warranty.

E. Size: 8-1/2" by 11" for three-ring binder; fold larger sheets to fit.

1.3 WARRANTIES AND CORRECTION OF WORK DOCUMENTS

A. Warranties and Correction of Work Documents are intended to protect Owner against failure of work and against deficient, defective, and faulty materials and workmanship, regardless of sources.

B. Limitations: Warranties and correction of work requirements are not intended to cover failures that result from:

1. Unusual or abnormal phenomena of the elements.

2. Owner's misuse, maltreatment, or improper maintenance of work.

3. Vandalism after substantial completion.

4. Insurrection or acts of aggression including war.

C. Related Damages and Losses: Remove and replace work which is damaged as result of failure, or which must be removed and replaced to provide access for correction of work.

D. Reinstatement: After correction of work reinstate warranty or extended correction period for corrected work to date of original expiration, but not less than half original period.

1. Correction of Work Period: The general correction of work period specified shall not be extended by corrective work except to extent required to correct failure and repair or replace materials damaged by failure.

E. Replacement Cost: Replace or restore failing items without regard to anticipated useful service lives where part of correction of work period, extended correction of work period, and special warranty period unless otherwise noted.

F. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse interpretations of Contract Documents.

END OF SECTION

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide equipment and systems demonstration and instruction in accordance with Contract Documents.

B. Related Sections:

1. Section 01 31 00: Project management and coordination.
2. Section 01 77 00: Contract closeout procedures.
3. Refer to Facility Services Subgroups for mechanical and electrical requirements.

1.2 DESCRIPTION

A. Seminar Agenda and Outline:

1. Prepare a seminar agenda and outline in consultation and cooperation with Owner. Include following:

a. Equipment and systems that will be included in seminars.
b. Name of companies and representatives presenting at seminars.
c. Outline of each seminar's content.
d. Time and date allocated to each system and item of equipment.

2. Submit preliminary seminar agenda and outline for review and comment by Owner.

a. Revise and resubmit agenda and outline until all seminar requirements have been satisfied and seminar dates and presenters have been finalized.

3. Submit final seminar agenda and outline no later than eight weeks before date of Acceptance of Work.

B. Seminar Organization:

1. Contractor’s presentation leaders shall chair seminars.

a. Coordinate qualification of training personnel, seminar contents, and presentations with Owner.

2. Coordinate individual presentations and ensure manufacturer’s representatives scheduled to be at training seminars are present.

3. Arrange for presentation leaders familiar with design operation, maintenance and troubleshooting of equipment and systems.

a. Where one person is not familiar with all aspects of equipment or system; arrange for specialists familiar with each aspect.

4. Coordinate seminar dates with Owner and select mutually agreeable dates.

C. Seminar Content:

1. Architect's Consultants will explain design philosophy of primary systems.

2. Include following information in presentations dealing with specific systems.

   a. An overview of how system is intended to operate.
   b. Describe design parameters, constrains and operational requirements.
   c. Describe system operation strategies.
   d. Provide information to help in identifying and troubleshooting problems.

3. Include following information in presentations dealing with equipment.

   a. Explanation of how equipment operates.
   b. Recommended preventative and routine maintenance.

D. System Demonstration:

1. Demonstrate operation of equipment and systems when specified in individual technical sections. Include following in demonstration.

   a. Start-up and shut down.
   c. Operation.
   d. Scheduled and preventative maintenance.
   e. Troubleshooting.

2. Demonstration may be conducted at time of original starting with Owner's prior approval.

E. Seminar and Demonstration Questions:

1. Be prepared to answer questions raised by Owner's personnel at demonstrations and seminars.

2. If unable to satisfactorily answer questions immediately, provide written response within three days.

F. Use manufacturer's operation and maintenance data as basis of instruction.

END OF SECTION

SECTION 01 81 15

*CAL*GREEN ENVIRONMENTAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Comply with *CAL*Green environmental requirements related to energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality as adopted by applicable authorities.

1. Nonresidential Projects: Comply with specific *CAL*Green requirements for nonresidential projects including:

a. State-owned buildings, public elementary and secondary schools and community colleges, qualified historical buildings, hospitals, care facilities, and clinics.

1.2 ENVIRONMENTAL REQUIREMENTS

A. Mandatory Measures: Comply with *CAL*Green Mandatory Measures applicable to Project.

1. Design team and construction team are each required to participate to maximum degree possible to achieve *CAL*Green environmental requirements.

2. Contract Documents are not intended to limit alternative means of achieving environmental requirements.

a. Suggestions from Contractor, subcontractors, suppliers, and manufacturers for achieving environmental requirements are encouraged; team approach is also encouraged.

3. Voluntary Tiers: Construction team is encouraged to work with Owner and Design Team to achieve enhanced Voluntary Tier levels by incorporating additional measures as defined in *CAL*Green Appendixes.

a. Contact Owner and Architect regarding extent of intent of Project to reach Voluntary Tiers, additional work necessary to achieve enhanced Voluntary Tiers, and potential costs involved in achieving each Voluntary Tier.

b. Construction team is required to achieve Mandatory Measures and to achieve as much as possible without unacceptable cost impact or schedule impact as considered by Owner.

B. Requirements: Construction team is required to review *CAL*Green requirements relative to Nonresidential Project related to following.

1. Energy Efficiency: Comply with California Energy Commission requirements.

2. Water Efficiency and Conservation: Comply with requirements for both indoor and outdoor water use.

3. Material Conservation and Resource Efficiency:

    a. Construction Waste: Provide construction waste management plan as defined by *CAL*Green and complying with *CAL*Green requirements for construction waste diverted from landfill by recycling or salvage for reuse.

4. Nonresidential Projects Environmental Quality:

    a. Equipment Pollution Control: Cover duct and related air distribution component openings to prevent dust and debris accumulation.

    b. Finish Material Pollution Control: Comply with *CAL*Green requirements for volatile organic compound (VOC) emissions including but not necessarily limited to following (as applicable):

        1) Paints and coatings.

    c. Filters: Comply with requirements for mechanically ventilated buildings to have air filtration media for outside and return air prior to occupancy.

    d. Environmental Tobacco Smoke (ETS) Control: Comply with *CAL*Green requirements for ETS.

    e. Interior Moisture Control: Comply with California Building Code requirements and *CAL*Green requirements for vapor retarder at concrete slab foundations and capillary break (aggregate base).

    f. Building Material Moisture Content: Do not use water damaged building materials, remove and place wet and high moisture content insulation, and do not enclose wall or floor framing when moisture content exceeds 19%.

    g. Indoor Air Quality: Comply with *CAL*Green requirements for outside air delivery and carbon dioxide monitoring.

    h. Environmental Comfort: Comply with *CAL*Green requirements for whole acoustical control and interior sound control.

    i. Outdoor Air Quality: Comply with *CAL*Green requirements for reduction of greenhouse gases and ozone depletion.

C. Planning and Design: Construction team shall coordinate with Design Team regarding Project Planning and Design methods related to *CAL*Green requirements related to Project design and shall comply with requirements related to construction.

1.3 QUALITY ASSURANCE

A. Project Management and Coordination: Contractor to identify one person on Contractor's staff to be responsible for *CAL*Green issues compliance and coordination.

1. Experience: Environmental project manager to have experience relating to *CAL*Green building construction.

2. Responsibilities: Carefully review Contract Documents for *CAL*Green issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.

    a. Submittals: Collect, compile, verify, and maintain sufficient information for submittals indicating compliance with applicable *CAL*Green requirements.

3. Meetings: Discuss *CAL*Green Goals at following meetings.

    a. Pre-construction meeting.
    b. Pre-installation meetings.
    c. Regularly scheduled job-site meetings.

B. *CAL*Green Issues Criteria: Comply with requirements listed in *CAL*Green and various Specification sections.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions Environmental Issues: Requests for substitutions shall comply with requirements specified in Section 01 25 00 – Substitution Procedures, with following additional information required where environmental issues are involved.

1. Indicate each proposed substitution complies with *CAL*Green requirements.

2. Owner and Architect reserve right to reject proposed substitutions where *CAL*Green information is not provided and where substitution may impact mandatory requirements or Project voluntary tier requirements.

END OF SECTION

SECTION 02 41 20

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Selectively remove materials, systems, components, fixtures, and equipment as designated and as required for completion of Project as indicated.

1. Cap and identify active utilities.

B. Related Sections:

1. Section 01 50 00: Temporary facilities including barriers and waste management.
2. Section 01 73 00: Cutting and patching.
3. Section 01 74 10: Waste management.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Do not interfere with use of adjacent campus spaces not in Project; maintain free and safe passage to and from.

2. Prevent movement of structural components, provide and place bracing and be responsible for safety and support of structural components. Assume liability for movement, settlement, damage, or injury.

3. Cease operations and notify Architect immediately if safety of structural components appears to be endangered; take precautions to properly support structures. Do not resume operations until safety is restored.

4. Prevent dust from selective demolition from contaminating adjacent areas, and clean construction dust from adjacent area immediately upon notification by Architect, Owner, or authorities having jurisdiction.

B. Design/Build: Provide special engineering to ensure compliance with applicable codes and Contract Documents for support systems.

C. Scheduling: Do not close or obstruct roadways without permits. Conduct operations with minimum interference to adjacent traffic.

1.3 SUBMITTALS

A. Action Submittals: Submit selective demolition operational sequence to ensure Project sequencing is consistent with Owner needs.

B. Informational Submittals: Submit permits for transport and disposal of debris.

1.4 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Debris: Maintain possession of materials being demolished except where noted as a material for reinstallation or a material to be retained by Owner. Immediately remove debris from site.

1. Immediately remove from site wet materials and materials with water stains, with mold, and with mildew.

B. Materials for Reinstallation: Carefully remove, store, and protect materials indicated to be reinstalled. Contact Owner and Architect prior to beginning demolition to determine extent of other materials that might be suitable for reinstallation.

1. Inventory and record condition of items to be reinstalled.

2. Repair damage to materials to be reinstalled as required for proper installation and operation. Clean and repair finishes.

C. Owner Retained Materials: Contact Owner prior to beginning demolition to determine extent of materials to be retained. Carefully remove materials indicated to be retained by Owner; deliver and store where directed.

1. Inventory and record condition of items to be retained by Owner.

PART 3 - EXECUTION

3.1 EXISTING SERVICES

A. Disconnect or remove utility services as required for completion of Project; disconnect, stub off, and cap utility service lines not required for new construction.

1. Do not remove utilities discovered during demolition but not indicated without first determining purpose for utility, coordinate with Architect and Engineers.

B. Do not disrupt services to adjacent building areas not in Project.

C. Place markers to indicate location of disconnected services; identify service lines and capping locations on Project Record Documents.

3.2 DEMOLITION

A. Demolish indicated appurtenances as indicated and as required for Project completion in an orderly and careful manner.

1. Use methods that do not damage materials indicated to remain.

2. Cut concrete using masonry saws and hand tools; provide sharp clean cuts requiring minimal patching for new construction.

3. Use impact tools only where specifically approved in advance.

B. Perform demolition in accordance with authorities having jurisdiction.

C. Remove demolished materials from site, unless otherwise directed.

1. Remove from site, contaminated, vermin infested, and dangerous materials encountered and dispose of by safe means so as not to endanger health of workers or public.

D. Remove tools and equipment upon completion of work; leave area in condition acceptable to Owner and Architect.

3.3 REPAIR

A. Repair damage to adjacent construction caused as result of this work.

B. Repair demolition beyond that required.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide cast-in-place concrete slabs as indicated, with formwork, reinforcement, and accessories as required for complete installation.

1.2 REFERENCES

A. American Concrete Institute (ACI):

1. ACI 301 - Structural Concrete for Buildings.
2. ACI 304 - Measuring, Mixing and Placing Concrete.
3. ACI 305 - Hot Weather Concreting.
4. ACI 306 - Cold Weather Concreting.
5. ACI 308 - Curing Concrete.
6. ACI 315 - Details and Detailing of Concrete Reinforcement.
7. ACI 318 - Building Code Requirements for Reinforced Concrete.
8. ACI 347 - Concrete Formwork.

B. Concrete Reinforcing Steel Institute (CRSI):

1. CRSI 59 - Placing Reinforcing Bars.
2. CRSI 63 - Placing Bar Supports.

C. American Welding Society (AWS): AWS D1.4 - Reinforcing Steel Structural Welding Code.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate concrete work with inserts being placed by others and where templates and direction for placement are to be provided by others.

1. Verify structural tolerances allowed by referenced standards and applicable codes allow space for code required access, egress, and other requirements where allowable tolerances could result in insufficient space.

a. Take special care where allowable tolerances could result in insufficient space for access, egress, and other requirements to ensure variations in locations favor spaces requiring maximum space available.

1.4 SUBMITTALS

A. Product Data: Submit literature for manufactured products.

B. Shop Drawings: Submit detailed shop drawings of reinforcing steel for approval prior to fabrication.

1. Show details and location of construction joints in concrete.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Handle concrete from mixer to place of final deposit as rapidly as practicable by methods that prevent separation or loss of ingredients.

B. Deposit concrete as nearly as practical in its final position to minimize additional handling and to minimize flowing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide cast-in-place concrete slabs, with formwork, reinforcement, and accessories.

B. Regulatory Requirements, General: Comply with applicable code requirements for concrete construction.

C. Regulatory Requirements, Slip-Resistance: Hard surface finishes to comply with requirements of authorities having jurisdiction for slip-resistant hard surfaces, including general code requirements and for access for persons with disabilities.

D. Design Requirements: Comply with ACI 301, ACI 304, ACI 305, ACI 308, ACI 315, ACI 318, ACI 347, CRSI 59, CRSI 63, and AWS D1.4, unless modified by building code, and as specified otherwise.

E. Forms: Unless otherwise indicated provide wood boards or American Plywood Association (APA) Class 1, EXT, minimum 5/8" thick panels in accordance with U.S. Product Standard PS 1.

F. Form Release Agent: Non-staining type that does not adversely affect concrete surface or materials fixed to concrete.

G. Reinforcing:

1. Bars: ASTM A615, Grade 60 for No. 5 and larger bars, Grade 40 for No. 4 and smaller, unless otherwise indicated.

2. Welded Wire Fabric: ASTM A185.

3. Tie Wire: #16 AWG or heavier, black annealed.

4. Supports for Reinforcing Bars: Types as approved by Architect, which do not stain or affect exposed concrete.

H. Cement: Portland cement, ASTM C150, Type I, unless otherwise indicated; use one brand of cement throughout Project.

I. Aggregates: ASTM C33, hard, durable material from established sources with proven record of successful use in producing concrete with minimum shrinkage.

J. Admixtures:

1. Water Reducing Admix: ASTM C494, Type A or D.

2. Air Entrainment: ASTM C260, as required to produce air content of approximately 4%.

K. Water: Potable, clean and free from deleterious material.

L. Curing Compounds: ASTM C309, Type I, and which will not discolor concrete or affect bonding of other finishes applied to concrete.

1. Type which restricts loss of water to not more than 0.500 grams per sq. cm. of surface when tested per ASTM C156.

M. Surface Hardener: Clear liquid hardener suitable for traffic.

1. Systems Manufacturers:

a. Sonneborn Division Rexnard Chemical Products, Inc./Lapidolith.
b. Substitutions: Refer to Section 01 25 00.

N. Expansion Joints: Formed by premolded bituminous joint material, non-extruding, conforming to ASTM D1751.

1. Systems Manufacturers:

a. W.R. Meadows, Inc.
b. Substitutions: Refer to Section 01 25 00.

O. Slab Curing Paper: Reinforced waterproof building paper conforming to ASTM C171, Type I, non-staining.

P. Nonshrink Grout: Non-shrink, non-metallic, pre-mixed, factory-packaged, non-staining, non-corrosive, non-gaseous.

1. Systems Manufacturers:

a. Master Builders/Masterflow 713.
b. U.S. Grout Corp./Five Star Grout.
c. Bostik Construction Products/Upcon Grout.
d. Protex Industries, Inc./Propak.
e. Substitutions: Refer to Section 01 25 00.

2.2 FABRICATION

A. Formwork: Design, erect, support, brace and maintain formwork to support vertical and lateral loads, until such loads are supported by structure.

1. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained full strength.

2. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position.

3. Support form facing materials by support members spaced sufficiently close to prevent deflection.

a. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities.

b. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads.

4. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

5. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement; solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

B. Reinforcing Steel Bars:

1. Accurately bent or formed to shapes detailed or scheduled by experienced shops by methods that will not injure materials.

a. Fabrication tolerance shall be in conformance with ACI 301.

2. Do not bend or straighten reinforcement in a manner that will injure material. Heating reinforcement for bending is not permitted.

2.3 MIXES

A. Proportions of concrete mixes to produce concrete of required strengths, slumps, aggregate sizes, and to have low shrinkage.

1. Minimum Concrete Strength: 2500 psi.

B. Provide consistency for thorough compaction of concrete into corners and around reinforcing without excessive puddling, spading or vibration.

C. Do not permit materials to segregate, or free water to collect on surface.

D. Design maximum size and grading of aggregates to produce dense and uniform concrete free from rock pockets, honeycomb, and other irregularities.

E. Include water contained in aggregates in determination of amount of water in batch.

F. Review and approve proposed concrete mix designs for compatibility with placing requirements to insure concrete as designed can be placed in accordance with Contract Documents.

PART 3 - EXECUTION

3.1 FORMWORK

A. General: Construct forms complying with ACI 347, to sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work finished structures.

B. Provide openings, offsets, sinkages, keyways, recesses, chamfers, anchorages and inserts and other features required.

1. Before placement check lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.

C. Leakage: Erect forms tight to prevent leakage of mortar; after erection, seal cracks, holes, slits, gaps, and apertures in concrete forms so they will withstand pressure and will remain tight.

D. Removal: Design and assemble forms for easy removal without hammering or prying against concrete surfaces.

1. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.

2. Kerf wood inserts for forming keyways, reglets, recesses, and to prevent swelling and assure ease of removal.

E. Corners: Form intersecting planes to provide true, clean-cut corners, with edge grain of plywood not exposed to form for concrete.

F. Apply coating of approved release agent prior to formwork in accordance with release agent manufacturer's instructions.

G. Obtain information from others in time to schedule and coordinate installation of items furnished by others to be embedded in concrete, so provisions for their work can be made without delaying Project.

1. Take precautions to maintain alignment and prevent damage of such items during placement of concrete.

2. Install items furnished by others in accordance with templates provided to assure proper location of finished items.

H. Formwork shall be observed continuously while concrete is being placed; permit no changes of elevation, plumbness, or camber. If weaknesses develop and forms show settlement or distortion, strengthen formwork.

I. Do not subject concrete to superimposed loads until it has attained its full design strength.

J. Removing Forms: Prying against face of concrete is not allowed; use wooden wedges.

1. Remove forms in manner to ensure complete safety of members; do not disturb supporting forms until concrete has hardened sufficiently to permit removal without damage to concrete surface.

3.2 REINFORCING

A. Secure reinforcing steel in place and inspect accuracy before doubling up or closing in forms.

B. Securely tie at intersections and supports with wire, and in such a manner as to preclude displacement during pouring of concrete.

1. Placing tolerances shall be in conformance with ACI 301.

C. Before placing, clean bars free from scale, dirt, grease, and foreign substances which are detrimental to the bond. After placing, maintain bars in a clean condition until completely embedded in concrete.

D. Where construction such as pipe sleeves prevents intended placement of reinforcing, provide additional reinforcing around obstruction.

E. Splices: Provide sufficient lap to transfer the stress between bars by bond and shear.

1. Stagger splices of adjacent bars where possible.

2. Do not make splices of reinforcement at point of maximum stress.

3.3 CONCRETE INSTALLATION

A. Construction Joints: Location of construction joints shall be as approved by Architect. Locate joints so as not to impair strength of structure.

1. Clean and roughen horizontal and vertical construction joints, exposing clean aggregate solidly embedded in mortar matrix.

2. Extend reinforcing continuously through construction joints.

B. Concrete: Ready-mixed concrete mixed and transported in accordance with ASTM C94 Specifications for Ready-Mixed Concrete.

1. Ingredients: Proportioned by weight.

2. Mixed Concrete: Homogeneous in distribution of material and uniform in consistency and color. Placed in forms within 90 minutes from time of introduction of cement and water into mixer.

3. Do not add water after transit mixer leaves batching plant.

C. Concrete Workmanship: Conform to applicable code requirements for reinforced concrete, and ACI 318 for construction practices and workmanship.

1. Slump of concrete at time of placing shall not be one-half inch greater than required slump.

2. Place concrete in manner to prevent staining or splattering of completed work.

D. Hot Weather Placement: Conform with ACI 305 to reduce concrete temperature and water evaporation by proper attention to ingredients, production methods, handling, placing, protection, and curing.

E. Cold Weather Placement: Conform to ACI 306 to protect concrete work from physical damage or reduced strength which could be caused by frost, freezing, and low temperatures.

F. Preparation:

1. Sleeve pipes and conduits passing through structural concrete.

2. Verify locations and invert elevations of sleeves prior to pouring concrete.

3. Before depositing concrete, clean equipment for mixing and transporting concrete, completely remove debris from interior of forms, and thoroughly wet forms.

4. Secure reinforcement and other work to be embedded in concrete in position before casting.

5. Remove freestanding water and divert ground water from forms and excavations.

6. Accurately set anchor bolts to line and grade and securely hold in position so they are not displaced while concrete is being poured.

G. Concrete Installation: Carry on concrete, once started, as a continuous operation until section of acceptable size and shape is completed.

1. Deposit concrete to maintain a plastic surface approximately horizontal, until completion of each unit; do not deposit concrete that has started to set or stiffen.

a. Remixing concrete which has begun to set is not permitted.

2. Take care not to displace reinforcing, inserts, anchor bolts, welding plates, or any other item to be embedded in concrete.

3. Thoroughly clean conveyors, trucks, and buggies after each pour.

4. Completely remove concrete spilled on forms or reinforcing steel, in portion of structure not immediately concreted, before concrete sets.

5. Thoroughly compact concrete by puddling with suitable tools during placing, and thoroughly worked around reinforcement, around embedded fixtures and into corners of forms.

    a. Vibrate concrete to maintain maximum density without segregation of aggregates; do not use vibrator to spread concrete.

H. Placing Concrete: Deposit and vibrate concrete to ensure proper consolidation, elimination of unintentional cold joints, and to minimize entrapped air on exposed surfaces.

1. Place concrete, screed, and float surfaces to a uniform finish.

    a. Slip-Resistant Steel Trowel Finish: Use power driven trowels, continue final trowel operation to produce finished surface free of trowel marks, uniform in texture and appearance, slip-resistant.

        1) Tolerance: Minimum F/F of 25 and F/L of 20, ASTM E1155.

I. Curing Concrete: Apply curing and hardening compound on surfaces immediately after placement; apply in accordance with manufacturer's recommendations.

1. Cure topping to prevent rapid drying; cure for minimum 7 days with concrete kept continuously moist and above 50 degrees F unless otherwise recommended by cure and hardener manufacturer.

J. Monolithic Slab Finishes: Comply with ACI 301, but not less than the following.

1. Steel Trowel Finish: Apply steel trowel finish to monolithic slab surfaces that are exposed to view.

3.4 REPAIR OF SURFACES

A. Repair exposed-to-view formed concrete surfaces, where possible, that contain defects which adversely affect appearance of finish or structural capabilities of concrete.

1. Match adjacent concrete in form, texture and color and strength.

B. Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect.

C. Surface Defects: Color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets and holes left by tie rod and bolts, fins, and other discolorations that cannot be removed by cleaning.

3.5 CURING AND PROTECTION

A. Protect concrete during and after curing from damage during subsequent building construction operations.

B. Cover traffic areas for as long as necessary to protect concrete from damage.

C. Seal surface of slabs against moisture loss immediately upon completion of finishing operation by application of a waterproof curing paper with edges lapped and sealed with tape, and paper weighted down.

1. Repair tears and rips in curing paper immediately.
2. Maintain curing for minimum 7 days.
3. Do not use calcium chloride in concrete.

END OF SECTION

SECTION 07 26 00

BELOW-GRADE VAPOR RETARDER

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide vapor retarder system for below grade and slab-on-grade concrete, including sealing joints and protrusions through vapor retarder.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's literature.

1.3 SITE CONDITIONS

A. Do not apply vapor retarder during inclement weather or when air temperature is below 40 degrees F.

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

A. Fortifiber Corp./Ultra 15.

B. Raven Industries, Inc./Vapor Block # VB 15 (15 mil Blue).

C. Stego Industries, Inc./Stego Wrap (15 mil).

D. W.R. Meadows/Perminator (15 mils).

E. Substitutions: Refer to Section 01 25 00.

2.2 MATERIALS

A. System Description Includes: Provide vapor retarder system for below grade and slab-on-grade concrete, including sealing joints and protrusions through vapor retarder.

B. Vapor Retarder: ASTM E1745, Class A vapor retarder consisting of 15 mil polyolefin film.

1. Permeance: Maximum 0.025 perms, ASTM F1249 and E154 tests.

2. Resistance to Puncture: Minimum 2200 grams, ASTM D1709, Method B.

3. Tear Resistance: Minimum 8.74 lbs., ASTM D1004.

4. Tensile Strength: Minimum 35 lbs/in., ASTM E154, Section 9, Method D-882, in both directions.

C. Joint Sealer: Pressure sensitive tape as recommended by vapor retarder manufacturer and providing comparable permeance to vapor retarder.

PART 3 - EXECUTION

3.1 PREPARATION

A. Ensure sleeves, curbs and projections that penetrate vapor retarder are properly and rigidly installed.

B. Ensure substrate is free of projections and irregularities that may be detrimental to proper installation of vapor retarder.

3.2 INSTALLATION

A. Apply vapor retarder in accordance with manufacturer's recommendations and installation instructions and in accordance with ASTM E1643; comply with most restrictive where conflicts occur.

1. Seal perimeters and items projecting through vapor retarder with pressure sensitive tape.

B. Seams: Minimum 12" overlap, sealed with pressure sensitive tape for vapor tight seal.

C. Lay vapor retarder membrane smooth with no fish-mouths or bunches of material.

D. Inspect and repair vapor retarder prior to application of concrete slab; tape tears and repair damage.

END OF SECTION

SECTION 07 90 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide joint sealants not specified elsewhere, with backing rods and accessories as required for complete installation.

1. Joint sealants include joint sealers and calking as indicated.

B. Related Sections:

1. Section 13 21 20: Sealants integral with cold storage rooms.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination: System requires coordination of sealants with multiple substrates, some required to accept bond, some required to prevent bond.

1. It shall be responsibility of this Section to ensure substrates are suitable for providing bond or preventing bond as required for proper sealant installation and longevity.

2. Where substrates are not suitable provide materials as required to ensure bond such as primers and to prevent bond such as bond-breakers.

3. Coordinate with Architect where change of detail or sealant type is required to ensure proper sealant installation.

B. Pre-Installation Meeting: Convene not less than one week prior to commencing work of this Section. Require attendance of those directly affecting work of this Section.

1. Review installation procedures and coordination required with related work.

1.3 SUBMITTALS

A. Product Data: Furnish manufacturer's descriptive literature.

B. Samples: Furnish samples of each type of exposed joint sealer in required colors.

C. Certifications:

1. Furnish manufacturer's certification joint sealers comply with Contract Documents and are suitable for Project applications.

2. Furnish certification indicating installers are trained in proper use of specified products, qualified, and familiar with proper installation techniques.

1.4 QUALITY ASSURANCE

A. Sustainability Requirements: Comply with *CAL*Green requirements including those relative to finish material pollution control for adhesives, sealants, and caulks.

1. Provide joint sealants as required by applicable codes and regulations to fill joints and openings in building envelope separating conditioned space from unconditioned space.

B. Installer Qualifications: Firm with minimum five years' successful experience on projects of similar type and size, using specified products.

1. Installers shall be familiar with proper application procedures to ensure maximum joint sealer expansion and contraction capabilities.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, cure time, and mixing instructions.

1.6 SITE CONDITIONS

A. Do not proceed with installation of joint sealers under unfavorable weather conditions.

B. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer.

1.7 WARRANTY

A. Extended Correction Period: Extend correction period to two years.

1. Repair or replace joint sealers which fail to perform as intended, because of leaking, crumbling, hardening, shrinkage, bleeding, sagging, staining, loss of adhesion, and loss of cohesion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide joint sealants with backing rods and accessories.

B. Performance Requirements:

1. Select materials for compatibility with joint surfaces and indicated exposures.

2. Where not indicated, select modulus of elasticity and hardness or grade recommended by manufacturer for each application indicated.

3. Comply with applicable limitations on volatile organic compound (VOC) emissions.

C. Regulatory Requirements: Comply with applicable regulatory requirements regarding limitations on volatile organic compound (VOC) emissions limitations.

D. Elastomeric Sealants:

1. Single Component Low Modulus Silicone Sealant: ASTM C920 Type S, Class 25, Grade NS; minimum 50% expansion and compaction capability.

   a. Provide at locations not exposed to traffic.

   b. Manufacturers:

      1) GE (Momentive Performance Materials)/Silpruf or Silglaz.
      2) Dow/Dowsil 790, 791, or Dowsil 795.
      3) Pecora Corp./864 Architectural Silicone.
      4) Tremco/Spectrem 3.
      5) Substitutions: Refer to Section 01 25 00.

2. Multi-Component Polyurethane Sealant: ASTM C920, Type M, Grade P, Class 25, self-leveling; minimum 25% expansion and compaction capability.

   a. Provide at traffic bearing locations.

   b. Manufacturers:

      1) Pecora Corp./Urexpan NR-200, or Dynatrol II-SG.
      2) Tremco/THC 900-901, or Vulkem 445 SSL.
      3) BASF/MasterSeal SL 2
      4) Substitutions: Refer to Section 01 25 00.

E. Miscellaneous Materials:

1. Primers/Sealers: Non-staining types recommended by joint sealer manufacturer for joint surfaces to be primed or sealed.

2. Joint Cleaners: Non-corrosive types recommended by joint sealer manufacturer; compatible with joint forming materials.

3. Bond Breaker Tape: Polyethylene tape as recommended by joint sealer manufacturer where bond to substrate or joint filler must be avoided for proper performance of joint sealer.

4. Sealant Backer Rod: Closed cell compressible polyethylene foam rod or other flexible, permanent, durable non-absorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer.

   a. Oversize backer rod minimum 30% to 50% of joint opening.

F. Colors: As indicated, as selected by Architect from manufacturer's full range of colors where not indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare joint surfaces in accordance with ASTM C1193 and as recommended by joint sealer manufacturer.

B. Clean joint surfaces immediately before installation of joint sealer; remove dirt, insecure materials, moisture, and other substances which could interfere with bond of joint sealer.

C. Prime or seal joint surfaces when recommended by joint sealer manufacturer; do not allow primer/sealer to spill or migrate onto adjoining surfaces.

D. Ensure protective coatings on surfaces in contact with joint sealers have been completely stripped.

3.2 INSTALLATION

A. Comply with manufacturer's printed instructions and ASTM C1193, except where more stringent requirements are shown or specified.

B. Pest Control: Install stainless steel wool prior to application of backer rods and bond breakers at air seal and as required to ensure complete pest blockage at joints where pest intrusion is a potential.

C. Set sealant backer rods at proper depth or position in joint to coordinate with other work, including installation of bond breakers and sealant; do not leave voids or gaps between ends of backer rods.

1. Do not stretch, twist, puncture, or tear backer rods.

D. Install bond breaker tape as required to avoid three-sided bond of sealant to substrate and where required by manufacturer's recommendations to ensure joint sealers will perform properly.

E. Size materials to achieve required width/depth ratios.

F. Employ installation techniques that will ensure joint sealers are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of bond surfaces equally on opposite sides.

G. Joint Configuration: Fill sealant joint to a slightly concave surface, slightly below adjoining surfaces, unless otherwise indicated.

H. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture or dirt.

I. Install joint sealers to depths recommended by joint sealer manufacturer but within the following general limitations, measured at center (thin) section of bead.

1. Horizontal Joints: 75% width with minimum depth of 3/8".
2. Elastomeric Joints: 50% width with minimum depth of 1/4".

J. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces.

1. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

K. Cure joint sealers in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength, and surface durability.

L. Maintain finished joints free of embedded matter, ridges, and sags.

END OF SECTION

SECTION 08 71 10

GATE LOCKSET AND PANIC HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide lockset and panic hardware for exterior decorative metal fence gates.

1. Owner Furnished Contractor Installed (OFCI): Cylinders for gate hardware.

2. Hardware Schedule: Contractor hired Architectural Hardware Consultant (AHC) to develop Hardware Schedule based on requirements in Contract Documents and applicable codes and regulations.

B. Related Sections:

1. Section 32 31 20: Gate hardware except locksets and panic devices.
2. Review other sections for doors fabricated with hardware.

1.2 REFERENCES

A. ANSI A115 Series: Door and Frame Preparation Standards.

B. ANSI A156 Series: Standards for various hardware items.

C. California Building Code: California Code of Regulations, Title 24, Part 2.

D. Americans with Disabilities Act (ADA) Standards.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Hardware Schedule: Contractor to develop Hardware Schedule based on requirements in Contract Documents with Architectural Hardware Consultant (AHC) with not less than five years successful experience in scheduling hardware.

1. AHC may be independent or may be employed by manufacturer or supplier.

B. Coordination: Coordinate gate hardware installation.

1. Coordinate locksets and panic device hardware with installation with decorative metal fence gates installation in Section 31 31 20.

C. Pre-Installation Meeting: Convene pre-installation meeting prior to commencing work of this section. Include persons involved with installation of doors, frames, and hardware.

1.4 SUBMITTALS

A. Product Data: Submit catalog cuts for each type of hardware clearly marked to indicate hardware type to be provided, style, finish, and options.

1. Supply templates to door and frame manufacturers for proper and accurate sizing and locations of cut-outs for hardware.

B. Shop Drawings: Indicate locations and mounting heights of hardware.

C. Samples: Indicate required style and finish of exposed door hardware.

D. Keying Schedule: Coordinate directly with Owner's Representative.

E. AHC Certification: Submit certification by AHC indicating hardware complies with applicable codes and Contract Documents.

F. Closeout Submittal: Record actual locations of installed cylinders and master key codes on Project Record Documents.

G. Maintenance Materials: Submit manufacturer's parts list and maintenance instructions for each type of hardware supplied and necessary wrenches and tools required for proper maintenance of hardware.

1.5 QUALITY ASSURANCE

A. Supplier Qualifications: Recognized builder’s hardware supplier with minimum five years’ successful experience in scheduling and furnishing hardware.

1. Provide services of architectural hardware consultant to supervise hardware supply.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver hardware in manufacturer's original packages, marked for intended opening and use.

B. Pack with necessary screws, bolts, keys, instructions, and installation template, if necessary, for spotting mortising tools.

C. Upon delivery, furnish complete list of hardware for checking, clearly marked to correspond with marking on each package.

1. Review list for completeness and accuracy.

1.7 WARRANTY

A. Extended Correction Period: Provide for correcting failure of hardware to perform properly, including maintaining accessibility requirements. Repair hardware or replace damaged materials and surfaces.

1. Period: Two years.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide gate lockset and panic hardware and accessories as required for complete operational installation.

1. Review Drawings for gate locations and types; comply with following general requirements; inform Architect where conflicts occur.

2. Provide hardware items with accessories complete to function as intended, as specified, and as required by applicable codes and regulations.

3. Provide heavy duty commercial grade units of each type of hardware from single manufacturer.

B. Regulatory Requirements:

1. Access for Persons with Disabilities: Comply with California Building Code and Americans with Disabilities Act (ADA) Standards.

C. Design Requirements:

1. Security: Coordinate security requirements such as locking, electrically controlled hardware, and electric monitoring devices directly with Owner and Owner's security consultant.

D. Locking Devices: Provide devices of metal matching specified finish; interior parts of steel and zinc-dichromate plating, to resist rusting and corrosion; do not supply plastic, die-cast or aluminum mechanisms.

1. Manufacturers:

a. Sargent Manufacturing Co., Division of ASSA ABLOY Group.
b. Yale Security, Inc. Division of ASSA ABLOY Group.
c. Schlage Lock Co. Div. Allegion.
d. Best Access Systems a Stanley Company.
e. Von Duprin, Inc. Div. Allegion.
f. Substitutions: Refer to Section 01 25 00.

2. Type: Provide locksets with not less than 6 pin tumbler cylinders unless higher level of security is required by Owner. Types suitable for exterior applications.

a. Mortise Locksets and Latchsets: ANSI A156.13, Series 1000, Grade 1, Mortise Type.

b. Panic/Emergency Exit Devices: ANSI A156.3, Grade 1.

1) Type: Mortise type.
2) Style: Modern type push plate.

3. Lockset and Latchset Design: Match existing campus hardware design as approved Architect unless not in compliance with applicable codes and regulations.

4. Backset: 2-3/4".

5. Strikes: Furnish standard strikes with extended lips where required to protect trim from being marred by latch bolt; verify type of cutouts provided in metal frames.

E. Cylinders, Keys, and Keying: Owner will furnish (OFCI) cylinders for Project.

2.2 ACCESSORIES

A. General: Provide complete hardware with accessories as required for doors and applications indicated.

B. Templates: Furnish templates or physical hardware items to manufacturers concerned sufficiently in advance to avoid delay in Work.

C. Fasteners: Furnish as recommended by manufacturer and as required to install secure hardware.

1. Finish: Match hardware.

2. Furnish screws for items applied on gypsum board sufficiently long to provide solid connection to framing or backing.

D. Electrical and Mechanical: Make provisions and coordinate requirements for mechanical and electrical devices in connection with hardware.

2.3 FINISHES

A. General: Exterior quality hardware to match hardware in comparable locations.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install gate hardware specified under this section, coordinate with manufacturer and installation of doors and frames.

B. Install hardware in accordance with manufacturer's instructions.

C. No extra cost will be allowed because of changes or corrections necessary to facilitate installation of hardware.

3.2 MOUNTING POSITIONS

A. General: Heights given are center line heights from finished floor; comply with following unless otherwise required by applicable codes or regulations.

1. Locks and Latches: 38" to center of lever.
2. Panic Device: 39-13/16” from bottom of door to center of pad.

3.3 ADJUSTING

A. Qualified hardware supplier's or manufacturer's representatives shall inspect installation and adjust hardware for proper operation.

1. Deliver instructions for maintenance and future adjustments to Owner's Representative.

3.4 HARDWARE SCHEDULE

A. The Hardware Schedule or Hardware Groups shall be prepared by an Architectural Hardware Consultant hired by Contractor.

1. AHC to Examine Drawings and Specifications and furnish proper hardware for door openings.

END OF SECTION

SECTION 09 90 00

PAINTING AND COATING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items.

1. Specified surface preparation, priming and coats of paint are in addition to shop-priming and surface treatment specified under other sections of work.

2. Field paint exposed bare and covered pipes, ducts, and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work.

B. Surfaces Not to be Painted:

1. Finished items including finished metal surfaces.
2. Labels: Keep equipment identification and fire rating labels free of paint.
3. Weather-stripping at doors.

C. Related Sections: Shop priming of ferrous metal items is included under various Specification sections.

1. Section 32 31 20: Decorative metal fences and gates shop finish.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's technical information, including paint label analysis and application instructions for each material.

B. Samples: Submit samples for review of color and texture; provide list of material and application for each coat of each finish sample.

1. Brush-Outs: Submit samples of each color and material with texture to simulate actual conditions, on hardboard.

C. Manufacturer Certificates: Furnish certificates from each manufacturer stating materials are top quality lines and suitable for intended use on this Project.

1.3 QUALITY ASSURANCE

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

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer's name and label, with:

1. Name of material, color, and sheen.
2. Manufacturer's name, stock number and date of manufacture.
3. Contents by volume, for major pigment and vehicle constituents.
4. Thinning and application instructions.

1.5 SITE CONDITIONS

A. Apply water-base paints when temperature of surfaces and surrounding air are between 50 and 90-degrees F.

B. Do not apply paint in rain, fog, or mist; or when relative humidity exceeds 85 percent;

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

A. Benjamin Moore & Co.

B. Sherwin-Williams Co.

C. PPG Industries.

D. Vista Paint Co.

E. Substitutions: Refer to Section 01 25 00.

2.2 MATERIALS

A. System Description: Provide painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items.

1. Definition: "Painting" and “coating” as used herein means systems including primers, emulsions, enamels, stains, sealers, and fillers, whether used as prime, intermediate or finish coats.

B. Regulatory Requirements:

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

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

1. Primers: Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified.

2. Undercoats and Barrier Coats: Provide undercoat paints produced by same manufacturer as finish coats; use only thinners approved by paint manufacturer and use only within recommended limits.

3. Finish Coats: Provide finish coats capable of being washed with mild detergent without loss of color, sheen, or pigments.

a. Color pigments: Pure, non-fading, applicable types to suit substrates and service indicated; no lead content permitted.

4. Finish Coat Coordination: Provide finish coats which are compatible with prime paints, undercoats, and barrier coats used.

    a. Review other Specification sections in which prime paints are provided; ensure compatibility of total coatings systems.

    b. Upon request from other trades furnish information on characteristics of finish materials proposed for use.

    c. Provide barrier coats over incompatible primers or remove and prime as required.

    d. Notify Architect in writing of any anticipated problems in use of specified coating systems with substrates primed by others.

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

1. Use of proprietary names in color selection is not intended to imply exclusion of equivalent products of other manufacturers.

2. Final acceptance of colors will be from samples applied on site.

3. Colors: As indicated on Finish Schedules, as directed by Architect where not otherwise indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Inspection: Examine areas and conditions under which painting work is to be applied.

1. Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any area.

2. Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas.

3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film.

B. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition.

1. Existing Painted Finishes:

    a. Clean existing painted surfaces and remove oil, grease, dust, stains, scale, efflorescence, mildew, mold, algae, blisters, and non-adhering paint.

    b. Measure adhesion of existing paints using ASTM D3359 tape test; remove existing coatings where poor adhesion is indicated.

c. Feather edges of severely deteriorated paint where several coats are removed as part of cleaning, to provide smooth transition for new paint.

d. Fill holes, cracks, and defects and fill and sand smooth, ready for new paint finish.

C. Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting; after painting reinstall removed items.

D. Clean surfaces before applying paint; remove oil and grease prior to mechanical cleaning; program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces.

E. Ferrous Metals: Touch up shop-applied prime coats wherever damaged using same type of primer as applied in shop or barrier coat compatible with finish paint.

1. Bare Surfaces: Clean surfaces that are not galvanized or shop-coated, of oil, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

2. Galvanized Surfaces: Clean free of oil and surface contaminants, using non-petroleum-based solvent; primer and touch-up primer to be zinc-rich primer.

F. Mix painting materials in accordance with manufacturer's directions.

G. Store materials in tightly covered containers; maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

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

3.2 APPLICATION

A. Apply paint in accordance with manufacturer's directions; use applicators and techniques best suited for substrate and type of material being applied.

1. Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color, and appearance.

2. Provide extra attention during application to assure dry film thickness at corners and crevices is equivalent to that of flat surfaces.

3. Finish doors on tops, bottoms, and side edges same as faces.

4. Sand lightly between coats when recommended by system manufacturer.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or prepared for painting as soon as practicable after preparation.

1. Allow time between successive coatings to permit proper drying.

2. Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure.

C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer.

D. Prime Coats: Apply to items not previously primed; recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat.

E. Finish Coats: Provide even texture; leave no laps, irregularity in texture, skid marks, or other surface imperfections.

1. Opaque Finishes: Provide opaque, uniform finish, color, and coverage; cloudiness, spotting, holidays, brush marks, runs, sags, ropiness, and other surface imperfections are not acceptable.

F. Completed Work: Match approved samples for color, texture, and coverage; remove, refinish, or repaint work not accepted.

3.3 PAINTING SCHEDULE

A. Provide following paint systems and sheens unless otherwise indicated.

1. Metal: Semigloss sheen.

a. 1st Coat: Touch-up primer, prime if none.
b. 2nd and 3rd Coat: Exterior 100% acrylic enamel.

3.4 CLEAN-UP, PROTECTION, AND REPAIR

A. Clean-Up: During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each workday.

1. Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.

B. Protection: Protect work of other trades, whether to be painted or not; correct damage by cleaning, repairing, or replacing, and repainting, as acceptable to Architect.

1. Provide "Wet Paint" signs to protect newly painted finishes.

2. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

C. Repair: At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces.

END OF SECTION

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SECTION 13 21 20

COLD STORAGE ROOMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide manufactured walk-in cold storage rooms complete with doors, frames, hardware, cooling units, compressors, lighting control and metering equipment as required for complete operational installation.

1. Provide with integral flooring where temperatures of cold storage rooms would otherwise damage concrete slab.

2. Provide ramp where required to access cold storage rooms based on designs indicated.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Provide special engineering to ensure cold storage rooms comply with applicable codes and Contract Documents.

B. Coordination: Coordinate connection with power supply, condensing water, and condensate drainage with Plumbing and Electrical Drawings.

C. Pre-Installation Meetings: Convene one week prior to commencing installation of cold storage rooms; require attendance of parties directly affecting work.

1. Review procedures and coordination required with related work.

1.3 SUBMITTALS

A. Product Data: Submit technical data, operating, and maintenance instructions for equipment with each item clearly identified; include wiring and piping diagrams.

B. Shop Drawings: Clearly indicate room dimensions, materials, components, fasteners, doors, hardware, equipment, finishes, supplementary support and bracing, controls, and services roughing-in.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver materials or assemblies to site until installation spaces are ready to receive installation.

B. Wrap and crate finished components and assemblies at factory to prevent damage or marring of assemblies or surfaces during shipping and handling.

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1.5 SITE CONDITIONS

A. Before installation, ensure wall, ceiling and paint finishes are completed, space is permanently enclosed, and heating and lighting are in operation.

B. Maintain temperature minimum 65 degrees F for 72 hours before equipment installation begins and continuously after installation.

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

A. Basis of Design: ThermalRite, by Everidge, per Part 4, Itemized Product Specifications. Provide basis of design product, or a complete product by one of the following:

1. ThermalRite by Everidge, Plymouth, MN 55446, Tel. 763-541-1410, Fax: 763-541-1563, www.everidge.com
2. Bally Refrigerated Boxes, Inc. (800.242.2559).
3. Imperial Brown Inc. (800.238.4093).
4. Substitutions: Refer to Section 01 25 00.

2.2 MATERIALS

A. System Description: Provide manufactured walk-in cold storage rooms complete with doors, frames, hardware, cooling units, compressors, lighting control and metering equipment and accessories as indicated.

B. Accessibility Regulatory Requirements: Provide for assuring access for persons with disabilities in accordance with state and federal regulations.

1. California Regulations: Comply with California Building Standards Code.
2. Federal Regulations: Comply with Americans with Disabilities Act (ADA) Standards.

C. General Design Requirements:

1. NSF Standards: Comply with applicable National Sanitation Foundation (NSF) standards and recommended criteria.

2. UL Labels: Where available, provide UL labels on prime electrical components of foodservice equipment.

   a. Provide UL "recognized marking" on other items with electrical components, signifying listing by UL, where available.

3. NFPA Codes: Install foodservice equipment in accordance with following National Fire Protection (NFPA) Codes:

   a. NFPA 70: National Electrical Code.
4. USDA: Comply with requirements to ensure USDA Food Grade quality standards.

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5. California Division of the State Architect (DSA): Comply with DSA requ
including but not limited to DSA “IR A-14” Walk-In Freezers and Cold Storage Boxes.

6. Health Code: Install foodservice equipment in accordance with local health department applicable regulations.

D. Performance Criteria:

1. Floor Panels: Design to withstand 500-psf without physical damage or indentation of panel or insulation.

E. Design Criteria:

1. Wall and Ceiling Panels: Design to withstand anticipated loads without damage or indentation of panels or insulation.

2. Cooling Units: Located as indicated, as approved by Architect where not otherwise indicated.

3. Control Panels: Provide control panels with recording dial thermometers, alarms, and controls at door of each room with alarms wired to center remote location.

4. Electrical: Refer to Electrical Drawings for power supply.

5. Refrigerant: Manufacturer's standard liquid or gas system complying with applicable codes and regulations.

F. Sheet Steel: ASTM A653; zinc coated to minimum 1.25 oz/ft^2.

G. Stainless Steel: ASTM A264, Type 304, No. 4 finish.

H. Insulation: Polyisocyanurate or polyurethane foamed-in-place, density 2.2 lbs/cu.ft, "K" value of 0.12, self-extinguishing.

I. Insulating Glass: Manufacturer's standard hermetically sealed insulating glass units with ASTM E774, Class A performance classification.

1. System to include dual seal, spacer, desiccant, and standard corner construction.

2. Insulating Glass Type: Multiple sections of glass and air space consisting of not less than nominal 1/4" select glazing quality float glass, ASTM C1036, designed to prevent condensation on surface of glass for storage room types indicated.

J. Plywood: PS 1, preservative treated.

K. Sealants: Silicone base.

L. Exposed Steel Finishes: Shop applied thermosetting finish; manufacturer's standard color as selected.

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M. Accessories: Provide as indicated and suitable for anticipated applications, as recommended by manufacturer for applications indicated, and as required for complete commercial operational installation including but not limited to following.

1. Ramps, thresholds, gaskets, closure plates, hanger rods, tie-down plates, bolts, screws, and washers; non-corrosive treated.

2.3 EQUIPMENT

A. System: Direct expansion refrigerant, water-cooled compressor for each room, complete and self-contained with valves, controls, switches, timers, refrigerant piping, insulated suction lines, and wiring.

1. Size and Capacity: As indicated; design to maintain environment specified.

a. Electrically heat trace condensate drain.

2. Vapor Tightness: Sufficient to eliminate frost accumulation.

B. Controls: Provide as required for system indicated including temperature control, defrost timer, and adjustable high and low temperature alarm, and as required to comply with applicable codes and regulations.

1. Provide indicating lights for defrost, cooling, high and low temperatures.

2. Thermometer: Direct reading type.

2.4 FABRICATION

A. Wall Panels: Minimum 22 gage stainless steel bonded to foamed-in-place insulation panels with tongue and groove edges and integral cam action locking clamps spaced not over 4" on center.

1. Maximum Panel Width: 48".

2. Panel Height: One piece floor to ceiling panel.

3. Thickness: Provide minimum insulation thickness 3" for temperatures down to -13 degrees F, 4" for temperatures below -13 degrees F.

B. Ceiling Panels: Same construction as walls except exterior sheets minimum 24-gage stainless steel.

C. Floor Panels: Minimum 16 gage interior, 24 gage exterior stainless steel bonded to insulation; reinforce floor with 5/8" plywood laminated between interior steel and insulation.

D. Doors: Overlap type for 36" by 80" opening, construction as for walls but with edges closed in, 2-1/2" insulation for temperatures down to -13 degrees F, 3" for temperatures below -13 degrees F.

1. Gaskets: Provide gasket at all four edges; gasket heated and door with two-way air relief valve for temperatures below -13 degrees F.

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E. Hardware: BHMA 626 (US26D) satin chrome finish; nylon bearing self-closi chrome plated roller catch latch and keeper with cylinder lock and inside release mechanism.

F. View Windows: Hermetically sealed insulating glass units in doors and walls; quadruple glass at freezers, double glass at others.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roughing-in locations and capacity of utility service connections.

B. Beginning installation signifies acceptance of conditions.

3.2 INSTALLATION

A. Install, assemble, and complete cold storage rooms in accordance with manufacturer's instructions and recommendations.

B. Set floor panels in place, aligning to indicated areas; ensure floor drains are accurately located to drain rough-in; seal joints continuously and lock panels tightly together.

C. Set floor mounting screed in place and anchor securely; align over insulated break of recessed insulated floor slab.

D. Assemble wall panels, setting in calked groove of floor panels and locking in place with cam locks; brace securely until ceiling panels are installed.

E. Install ceiling panels locking into wall panels.

1. Provide and install supplementary ceiling hanger supports to building structure above.

F. Install sill plate at door opening and heated thresholds and ramps where indicated.

G. Hang insulated doors and adjust to operate correctly.

H. Locate motor and condenser unit for each room easily reached for service and make connections as required; wire-in alarm unit and door and threshold heaters.

I. Connect to valved condensate water piping and run condensate line to nearest drain.

J. Cut holes, install anchors, and seal room panels at plumbing, power and lighting penetrations.

K. Install ceiling trim and ceiling fascia, cover plates between top of box and finished ceiling, and end closure plates between box and adjacent wall.

L. Seal joints and services through walls to provide moisture and vapor seal.

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3.3 FIELD QUALITY CONTROL

A. Site Tests: Test and adjust equipment and apparatus installed to ensure proper performance.

1. Operate each room and test full range of functions over a continuous 48-hour period, recording physical data on operating equipment and continuous readings of temperature and humidity.

2. Adjust and retest rooms not meeting requirements.

3. Provide three copies of a written quality control test report on each room to Architect.

3.4 DEMONSTRATION

A. At completion of Work, provide a qualified and trained manufacturer's representative to instruct Owner's personnel in operating procedure and maintenance.

B. Demonstrate operation, function and maintenance of each room and associated equipment to Owner's Representative.

1. Manufacturer's representative demonstrating system shall be fully knowledgeable of operating and service aspect of systems.

3.5 CLEANING

A. Remove masking protection from stainless steel and other finished surfaces.

B. Thoroughly wash and clean floor, walls, and ceiling inside room and exposed surfaces on outside, clean glass, fixtures, and fittings.

3.6 PROTECTION

A. Shut off equipment and controls and lock doors to prevent operation or access by unauthorized persons.

PART 4 – ITEMIZED PRODUCT SPECIFICATIONS

ITEM # 1 EXTERIOR WALK IN COOLER
Quantity: One (1)
Manufacturer: ThermalRite
Model: EXT WIC

1. One (1) Model EXT WIC Furnish and Install per plans, details and specifications Walk-in cooler with size and OD height per plan. UL-listed, NSF No. 7 approved prefabricated modular construction to hold +35°F. Panel insulation: 4” DURATHANE, high density all-urethane foamed-in-place (Class 1). Provide necessary labor, equipment, and tools for complete installation to conform with drawings and written specifications including:

2. Metal Finishes:
Walls: Sanisteel White 24GA Anti-Microbial interior. Acrylume/Embossed 26GA

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Exterior. Floors: 5000lb cart uniformed reinforced floor, SaniSteel Gray 16GA slip resistance Ceilings: Acrylume Embossed White Interior. Acrylume / Embossed 26GA Exterior

3. Door (1) 36” x 80” High 20 Ga. S/S flush mounted entrance door with hardware. Doors provided with: (3) Kason 1346 Performer adjustable hinges, K-1236C lever locking handle with ¼ turn inside safety release and positive action hydraulic door closer, Kason # 1806 LED light fixture w/ bulbs, 14” x 24” peep window with heated frame, 48” High AFF 14 Ga. Stainless Steel interior & exterior kickplates. Vinyl strip curtains provided at doors, 6"W x .080" thick of overlapping strips, heavy-duty transparent PVC material.

4. 48” LED light fixtures with LED strips included to be provided as per quantities shown on plans, wire thru door monitor/switch by EC.

5. Seismic support package to be provided as detailed on provided plans.

6. OUTDOOR MEMBRANE INSTALLATION: To be installed by a Certified Duro-Last Contractor for weatherproof/outdoor application.

    A. The walk-in shall be provided with a single-ply vinyl Duro Last 40ML White Membrane weathercap. Membrane to be mechanically fastened using Duro Last fasteners and other Duro Last accessories as required. See plans for size.

    B. Insulated tapered and flat EPS Foam panels to be applied on top of ceiling panels. The sloped foam roof is necessary to provide proper drainage from the top of the walk-in. Sloped foam roof shall slop at ¼” every 11-1/2”. Use Duro-Last Fasteners to apply foam to insulated walk in panels. Apply Duro-Last Duro-Blue on top of foam panels prior to applying membrane

    C. Duro-Last Fascia termination bar #1568 with white fascia cover #1569 to be used for termination purposes.

    D. Weathercap shall overlap walk-in panels or turn up at building wall 6” on all sides.

    E. The membrane manufacturer’s representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

    F. Connection to building using a Duro-Last termination bar #1568 with white facia cover #1569 to be used for termination purposes.

    G. Protect installed roofing products from construction operations until completion of project.

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Duro Last WARRANTY

1. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.

2. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane, or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:

   Warranty Period: 15 years from the date issued by the manufacturer.
   Must provide adequate or sufficient drainage.

7. Exterior 6” 16GA CANT to be applied as indicated on plans

8. Exposed Front of the exterior to be provided with 48” high AFF 14 Ga. stainless steel wainscot. Wainscot shall be mounted with adhesive and sealed with silicone. No external fasteners such as screws or pop rivets shall be applied as fastening for the wainscot.

9. SmartRite Monitoring System with a 5” color water-resistant touchscreen interface and Cloud monitoring for one or two compartments: Flush mounted multi-function temperature and humidity monitoring, temperature and humidity alarm, door ajar alarm, automatic light control, AC failure alarm & panic alarm (Model: SMARTRITE) All systems are pre-wired, and factory tested per UL. Provide 1 monitor for 2 rooms where this applies, with motion sensors, temperature and humidity sensors, door contact sensors, Interior light switches and panic alarms in each room. 2 years of free Cloud Monitoring.

10. NOTE: Verify field dimensions and site conditions prior to fabrication.

11. The walk-ins shall be supplied with a complete set of installation, operational and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule. It is the responsibility of the installation contractor to follow the complete instructions to ensure proper installation of the walk-in panels.

ITEM # 2 EXTERIOR WALK-IN Freezer
Quantity: One (1)
Manufacturer: ThermalRite
Model: EXT WIC

1. One (1) Model EXT WIC Furnish and Install per plans, details and specifications Walk-in freezer with size and OD height per plan. UL-listed, NSF No. 7 approved prefabricated modular construction to hold +35°F. Panel insulation: 4” DURATHANE, high density all-urethane foamed-in-place (Class 1). Provide necessary labor, equipment, and tools for complete installation to conform with drawings and written specifications including:

2. Metal Finishes:
   Walls: Sanisteel White 24GA Anti-Microbial interior. Acrylume/Embossed 26GA

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Exterior. Floors: 5000lb cart uniformed reinforced floor, SaniSteel Gray 16GA Slip resistance Ceilings: Acrylume Embossed White Interior. Acrylume / Embossed 26GA Exterior

3. Door (1) 36” x 80” High 20 Ga. S/S flush mounted entrance door with hardware. Doors provided with: (3) Kason 1346 Performer adjustable hinges, K-1236C lever locking handle with ¼ turn inside safety release and positive action hydraulic door closer, Kason # 1806 LED light fixture w/ bulbs, 14” x 24” peep window with heated frame, 48” High AFF 14 Ga. Stainless Steel interior & exterior kickplates. Vinyl strip curtains provided at doors, 6"W x .080" thick of overlapping strips, heavy-duty transparent PVC material.

4. 48” LED light fixtures with LED strips included to be provided as per quantities shown on plans, wire thru door monitor/switch by EC.

5. Seismic support package to be provided as detailed on provided plans.

6. OUTDOOR MEMBRANE INSTALLATION: To be installed by a Certified Duro-Last Contractor for weatherproof/outdoor application.

    H. The walk-in shall be provided with a single-ply vinyl Duro Last 40ML White Membrane weathercap. Membrane to be mechanically fastened using Duro Last fasteners and other Duro Last accessories as required. See plans for size.

    I. Insulated tapered and flat EPS Foam panels to be applied on top of ceiling panels. The sloped foam roof is necessary to provide proper drainage from the top of the walk-in. Sloped foam roof shall slop at ¼” every 11-1/2”. Use Duro-Last Fasteners to apply foam to insulated walk in panels. Apply Duro-Last Duro-Blue on top of foam panels prior to applying membrane

    J. Duro-Last Fascia termination bar #1568 with white fascia cover #1569 to be used for termination purposes.

    K. Weathercap shall overlap walk-in panels or turn up at building wall 6” on all sides.

    L. The membrane manufacturer’s representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

    M. Connection to building using a Duro-Last termination bar #1568 with white facia cover #1569 to be used for termination purposes.

    N. Protect installed roofing products from construction operations until completion of project.

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Duro Last WARRANTY

3. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.

4. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane, or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:

   Warranty Period: 15 years from the date issued by the manufacturer.
   Must provide adequate or sufficient drainage.

7. Exterior 6” 16GA CANT to be applied as indicated on plans

8. Exposed Front of the exterior to be provided with 48” high AFF 14 Ga. stainless steel wainscot. Wainscot shall be mounted with adhesive and sealed with silicone. No external fasteners such as screws or pop rivets shall be applied as fastening for the wainscot.

9. SmartRite Monitoring System with a 5” color water-resistant touchscreen interface and Cloud monitoring for one or two compartments: Flush mounted multi-function temperature and humidity monitoring, temperature and humidity alarm, door ajar alarm, automatic light control, AC failure alarm & panic alarm (Model: SMARTRITE) All systems are pre-wired, and factory tested per UL. Provide 1 monitor for 2 rooms where this applies, with motion sensors, temperature and humidity sensors, door contact sensors, Interior light switches and panic alarms in each room. 2 years of free Cloud Monitoring.

10. NOTE: Verify field dimensions and site conditions prior to fabrication.

11. The walk-ins shall be supplied with a complete set of installation, operational and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule. It is the responsibility of the installation contractor to follow the complete instructions to ensure proper installation of the walk-in panels.

12. 1-year parts and labor on box and accessories.

ITEM #3 CONDENSING UNIT for Cooler
Quantity: One (1)
Manufacturer: Heatcraft
Model: LCH0015MCACZA0000

- Manufacturer HeatCraft DOE
- Description: Med Temp Air Cooled Scroll Condensing Unit with microchannel condenser, Liquid Line Filter/Drier and Sight Glass.
- Model: LCH0015MCACZA0000
- Horsepower: 1.5 HP
  Extras: None
- Electrical: 208-230/1/60, RLA 6.41026, MOPD 15, MCA 15

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APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

- Conditions: BTUH: 11806.5 Room Temp: 35°F Ambient: 110°F
- Warranty: Compressor-motor warranty extended to 5-years, 1-year labor warranty

1. Furnish and install 1 x Evaporator (Unit cooler), refrigeration line per plan. FSEC to verify size of suction and liquid line required.
2. Follow general notes below for refrigeration.
3. Provide 1-year parts and labor refrigeration warranty.

ITEM # 4 EVAPORATOR COIL For Cooler
Quantity: One (1)
Manufacturer: Heatcraft
Model: LEL0095AS6AMAAB0200

- Manufacturer: HeatCraft DOE
- Description: Air defrost Low Profile coil (unit cooler) with EC fan motors, Electric Expansion Valve and iNtelliGen Controller coil.
- Model: LEL0095AS6AMAAB0200
- Extras: None
- Electrical: 115/1/60, Fan amps 1.8, Defrost amps N/A

1. Furnish and install 1 x Evaporator (Unit cooler), refrigeration line per plan. FSEC to verify size of suction and liquid line required.

ITEM # 5 CONDENSING UNIT for Freezer
Quantity: One (1)
Manufacturer: Heatcraft
Model: LCH0030MCACZA0000

- Manufacturer: HeatCraft DOE
- Description: Med Temp Air Cooled Scroll Condensing Unit with microchannel condenser, Liquid Line Filter/Drier and Sight Glass.
- Model: LCH0030MCACZA0000
- Horsepower: 3 HP
  Extras:
- Electrical: 208-230/1/60, RLA 9.9359, MOPD 30, MCA 28.8
- Conditions: BTUH: 11806.5 Room Temp: -10°F Ambient: 110°F
- Warranty: Compressor-motor warranty extended to 5-years, 1-year labor warranty

1. Furnish and install 1 x Evaporator (Unit cooler), refrigeration line per plan. FSEC to verify size of suction and liquid line required.
2. Follow general notes below for refrigeration.
3. Provide 1-year parts and labor refrigeration warranty.

ITEM # 6 EVAPORATOR COIL for Freezer
Quantity: One (1)
Manufacturer: Heatcraft
Model: LEL008080BS6EEAB0200

- Manufacturer: HeatCraft DOE
- Description: Air defrost Low Profile coil (unit cooler) with EC fan motors, Electric Expansion Valve and iNtelliGen Controller coil.
- Model: LEL008080BS6EEAB0200
- Extras: None

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APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 03/17/2025

- Electrical: 208-230/1/60, Fan amps 1, Defrost amps 9.1

1. Furnish and install 1 x Evaporator (Unit cooler), refrigeration line per plan. FSEC To verify size of suction and liquid line required.

GENERAL NOTES

A. GENERAL CONTRACTOR

1. Contractors shall verify all dimensions and coordinate with other trades.

2. General contractor shall prepare the platform, curbed openings and weatherproofing the same after installation.

B. REFRIGERATION CONTRACTOR

1. The complete system shall be evacuated with vacuum pump.

2. Charge, test and adjust each unit to assure proper operation.

3. All copper tubing to be refrigerant grade ACR. or type "l".

4. Silver solder and/or sil-fos shall be used for all refrigerant piping. Soft solder is not acceptable.

5. All piping to be pressure tested with nitrogen at 300 psi. After the condensing unit and coil have been connected, the balance of the system shall be leak tested with all valves open.

6. Refrigeration contractor to provide and install drain line heater in freezer to be connected by electrical contractor.

7. All piping to run through walls, no roof penetrations allowed.

C. ELECTRICAL CONTRACTOR

1. Electrical contractor to connect drain line heater in cooler or freezer.

2. Electrical contractor to provide power for refrigeration package and evaporator coils.

3. All electrical wiring and installation shall be in accordance with the wiring diagram and local codes.

D. PLUMBING CONTRACTOR

1. Plumbing contractor to provide ACR or type "l" copper drain lines for walk-in refrigeration and freezer, pitched 1/2" per foot of run. In the freezer, the unheated drain line must be outside of the insulation to prevent freezing. Trap drain line outside of refrigerated space to avoid entrance of warm and moist air.

2. The plumbing contractor is to provide individual drain lines for each evaporator unless otherwise called for.

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3. All plumbing installation shall be in accordance with local codes.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide earthwork for Project including clear site where appropriate, excavate for new construction, backfill, and remove excess subsoil and materials from site.

1. Shore and brace excavations.

2. Cap and seal discontinued utility services and remove portions of lines within excavated areas.

3. Place and compact fills to rough grade elevations.

B. Related Work:

1. Section 01 40 00: Quality Requirements.
2. Section 01 50 00: Temporary Facilities and Controls
3. Section 01 73 00: Cutting and Patching

1.2 ADMINISTRATIVE REQUIREMENTS

A. Visit sites and review existing conditions.

1. Make subsurface investigations if necessary to fully determine site and subsurface conditions.

1.3 SITE CONDITIONS

A. Protect bench marks, existing structures, roads, sidewalks, paving and curbs against damage from equipment and vehicular or foot traffic.

B. Protect excavations by shoring, bracing, sheet piling or underpinning to protect adjacent roads, structures and utilities and to prevent cave-ins or loose dirt from falling into excavations.

C. Underpin adjacent structures which may be damaged by excavation work, including service lines and pipe chases.

D. Notify Architect of unexpected sub-surface conditions and discontinue work in area until Architect provides notification to resume work.

E. Prevent surface water run-off into excavated areas.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide earthwork for Project including clear site, excavate for new construction, backfill, and remove excess subsoil and materials from site.

B. Fill: Non-expansive material free of clay, debris, waste, frozen material, vegetable matter, rock or gravel larger than 2" in any dimension, and other deleterious matter.

1. Acceptable Fill: ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.

2. Unacceptable Fill: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

C. Gravel: Angular, crushed natural stone; free from shale, clay, friable materials and debris.

D. Sand: Clean natural sand; free from silt, clay, loam, friable or soluble materials, and organic matter.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Establish extent of excavation by area and elevation; designate and identify datum elevation.

B. Set required lines and levels.

C. Maintain benchmarks and other reference points.

3.2 PREPARATION

A. Establish location and extent of underground utilities occurring in work area before starting excavation.

B. Maintain, reroute, or extend as required for construction and construction operations, existing utility lines to remain which pass through work area.

1. Where required by local jurisdiction, notify utility companies to remove and relocate obstructing lines.

2. Pay costs, except those covered by utility companies.

C. Protect utility services uncovered by excavation.

D. Remove abandoned utility service lines from areas of excavation; cap, plug or seal abandoned lines and identify at grade.

E. Accurately locate and record abandoned, and active utility lines rerouted or extended, on Project Record Documents.

F. Clear site of landscaping and hardscaping not previously removed, as required for new construction.

3.3 EXCAVATION

A. Excavate sub-soil in accordance with lines and levels required for Work, including space for forms.

B. Do additional excavation only by written authorization of Architect.

C. Hand trim excavations and leave free from loose or organic material.

D. When complete, verify soil bearing capacities, depths, and dimensions.

E. Correct unauthorized excavation as directed.

F. Compact filled over-excavated areas to minimum 95% dry density unless otherwise indicated in geotechnical survey.

G. Remove excess or unsuitable excavated material from site.

H. Removal of boulders or buried rock in excess of 1/2 cy and which requires equipment not on site may be authorized as an extra; other work is deemed to be within scope of this Section.

1. Concrete obstructions are not considered as authorized extras.

I. Coordinate with other trades for special requirements and arrangements regarding excavation to rough out elevations.

3.4 BACKFILLING

A. Ensure areas to be backfilled are free from debris and water, and ground surfaces are not in a frozen condition.

B. Do not backfill over existing subgrade surfaces which are porous, wet, or spongy.

1. Compact existing subgrade surfaces if densities are not equal to that required for backfill materials.

2. Cut out soft areas of existing subgrade; backfill with sand or subsoil and compact to required density; concrete may be used.

C. Backfill systematically and as early as possible to allow maximum time for natural settlement and compaction.

D. Place and compact fill materials in continuous layers not exceeding 8" loose depth, use method that does not disturb waterproofing.

E. Maintain optimum moisture content of backfill materials to attain required compaction density.

3.5 FILL TYPES AND COMPACTION

A. Provide subsoil unless otherwise indicated.

1. Compact to minimum 90% dry density.

B. Compaction: Use approved mechanical methods.

C. Tolerances: When tested with a 16'-0" straight-edge, fill shall not show deviation in excess of 1/2" or be more than 0.05 foot from true grade as established by grade hubs or pins.

1. Deviation in excess of these amounts shall be corrected by loosening, adding or removing materials, reshaping, and compacting to required tolerances.

D. Remove surplus backfill and excess materials from site.

3.6 FIELD QUALITY CONTROL

A. Contractor Field Density Test: Provide sand cone method, ASTM D1556, and nuclear method, ASTM D2922, field density tests verifying compliance with specified requirements.

1. Contractor shall provide services of approved independent testing laboratory to perform field density tests.

2. Provide for subgrade and for each compacted fill layer.

END OF SECTION

SECTION 32 12 00

PATCHING ASPHALTIC PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Patch existing asphalt paving including aggregate base course and paving materials as required for complete finished paving system.

B. Related Sections:

1. Section 31 00 00: Earthwork, including rough grading.
2. Section 32 16 00: Aggregate base for concrete.

1.2 REFERENCES

A. Standard Specifications: The Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation.

B. The Asphalt Institute: Asphalt Paving Manual, Manual Series No. 8 (MS-8).

1.3 SITE CONDITIONS

A. Do not install asphaltic concrete paving during inclement weather nor when air temperature is below that recommended by Standard Specifications or The Asphalt Institute (AI) MS-8.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide asphalt paving including aggregate base course and paving materials as required for patching.

B. General: Conform to applicable requirements of Standard Specifications for type of asphaltic paving indicated, and requirements of AI MS-8; where conflicts occur, follow Standard Specifications.

C. Aggregate Base: Class 2, 3/4" maximum size; sound, angular crushed stone, crushed gravel or crushed slag, sand, stone, or slag screenings.

D. Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag, and sharp-edged natural sand.

E. Mineral Filler: Rock or slag dust, hydraulic cement, or inert material complying with Standard Specifications and AASHTO M17/ASTM D242.

F. Asphalt Cement: Comply with Standard Specifications for type of paving indicated, but no less than AR 4000, Type B aggregate, and AASHTO M226/ASTM D3381; minimum Viscosity Grade AC-20, AR-80.

G. Primer: AASHTO M82/ASTM D2027 MC 70; homogeneous medium curing liquid asphalt; of type recommended for asphaltic paving; of grade to suit job conditions.

H. Tack Coat: Standard Specifications or AASHTO M140/ASTM D977 SS1h type asphalt emulsion diluted with water.

I. Herbicide Treatments: Commercial chemical for weed control, registered by Environmental Protection Agency; granular, liquid or wettable powder form.

1. Manufacturers: Use only products registered by EPA.

a. Allied Chemical Corp.
b. Dow Chemical Co.
c. U.S. Borax and Chemical Corp.
d. Substitutions: Refer to Section 01 25 00.

2.2 MIXES

A. Provide asphalt-aggregate mixture as recommended by applicable authorities to suit Project conditions; maintain thorough and uniform mixture.

B. Bring asphalt cement and mineral constituents to required temperatures before mixing; ensure aggregates are sufficiently dry so as not to cause foaming in mixture.

PART 3 - EXECUTION

3.1 PATCHING

A. Remove and replace defective paving areas and paving areas mixed with foreign materials.

B. Cut out areas and fill with fresh, hot asphaltic concrete; compact by rolling to maximum surface density and smoothness.

3.2 EXAMINATION

A. Ensure buried work in paved areas has been completed, inspected, tested and approved prior to starting work.

B. Ensure grading of sub-grade is to required elevations.

3.3 PREPARATION

A. Where not previously excavated, thoroughly scarify pavement sub-grade to a minimum depth of 6" and compact to 95% dry density.

1. Prepare sub-grade to provide optimum moisture content.

a. Water and thoroughly mix sub-grade when deficiency exists.
b. When excess moisture exists, rework and aerate sub-grade.

B. Before final rolling, shape entire section, add additional sub-soil as required and compact sub-grade to provide grades, elevation and cross-section indicated.

1. Points of finished sub-grade surface shall be within 1" of elevations indicated.

C. Herbicide Treatment: Apply chemical weed control agent in strict accordance with manufacturer's recommended dosages and instructions.

3.4 INSTALLATION

A. Aggregate Base Course:

1. Bring aggregate base course to required depths and profiles to match existing.

a. Place in layers not exceeding 5" in depth.
b. Compact each layer to 95% dry density.

2. Properly compact areas adjacent to curbs and areas not accessible to rollers with mechanical or hand tamping devices.

3. Ensure aggregate base course materials are not contaminated with deleterious materials.

4. Spread base course materials over prepared sub-base.

a. Depth: Match existing.
b. Compaction: 95% dry density.

5. Ensure top surface of base course is true to lines and grades indicated, within 1/2" of elevations indicated.

6. Add water during compaction to bring aggregate base course materials to optimum moisture content.

7. When excess moisture exists, rework aggregate base course materials until optimum moisture content is obtained.

B. Priming Prepared Aggregate Base Course: Ensure aggregate base course is dry and free of loose or foreign material before priming.

1. Apply primer over prepared aggregate base course at rate recommended by Standard Specifications and manufacturer’s recommendations; ensure primer is at temperature recommended by manufacturer.

a. Use clean natural sand to blot excess primer.

2. Prime surfaces of curbs in contact with asphalt pavement.

3. Prevent asphalt adhesion to adjacent materials.

C. Tack Coat: Apply liquid asphalt tack coat to vertical surfaces asphaltic concrete will be placed against; comply with Standard Specifications and manufacturer recommendations.

D. Bituminous Concrete Pavement: Place asphalt pavement within 24 hours of priming aggregate base course.

1. Depth: Match existing.

2. Compaction: Compact asphalt paving with approved rolling equipment; start compaction as soon as pavement will bear equipment without checking or undue displacement.

a. Carry out compaction in three operations in pass sequence; ensure each pass of roller overlaps previous passes to ensure smooth surface free of roller marks.

b. Prevent pick-up of material on roller wheels.

c. Density: Minimum 95% density.

3. Perform hand tamping in areas not accessible to rolling equipment.

4. Ensure joints made during paving operations are straight, clean, vertical and free of broken or loose material; prime vertical surfaces of joints to ensure tight bond.

5. Ensure surface of completed asphalt pavement is true to lines, to profiles, and to elevations indicated, and is free from depressions exceeding 1/4" when measured with a 10'-0" straight-edge.

3.5 PROTECTION

A. Do not allow vehicular traffic on newly paved areas until surface has cooled to atmospheric temperature, minimum 24 hours after completing asphaltic concrete work.

END OF SECTION

SECTION 32 16 00

AGGREGATE BASE FOR CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide aggregate base for concrete including preparation of subgrade and placing and compacting base course.

B. Related Work:

1. Section 31 00 00: Earthwork including rough grading.

1.2 SUBMITTALS

A. Shop Drawings: Indicate location of expansion and dummy joints.

B. Samples: Submit samples of integrally colored concrete.

1.3 SITE CONDITIONS

A. Traffic Control: Maintain access for pedestrian and vehicular traffic during placement.

PART 2 - PRODUCTS

2.1 MATERIALS

A. System Description: Provide aggregate base for concrete.

B. Fill Materials:

1. Gravel Base: Angular pit-run or crushed natural stone; free from shale, clay and friable materials and debris.

2. Sand Cushion: Clean, natural, river or bank sand; free from silt, clay loam, friable or soluble materials, and organic matter.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Ensure rough grading has brought subgrade to required elevations.

B. Fill soft spots and hollows with additional fill.

C. Level and compact subgrade to receive granular base to 95% dry density.

D. Place and level gravel fill over prepared subgrade, true to lines and levels and compacted to 95% dry density.

1. Depth: Minimum 6" where not otherwise indicated.

E. Place sand cushion over gravel base to a depth of 2", lightly consolidate and level; prevent displacement.

F. During concrete placement, keep cushion sufficiently moist to prevent excessive absorption of water from freshly placed concrete.

3.2 PROTECTION

A. Immediately after placement, and until concrete is set, protect work from vandalism; replace vandalized work.

END OF SECTION

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

General

Application Number: 01-121662	**School Name:** Kennedy Middle School	**School District:** CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:54:01

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
Continuous – Indicates that a continuous special inspection is required **Periodic –** Indicates that a periodic special inspection is required **Test –** Indicates that a test is required	**GE (Geotechnical Engineer) –** Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative. **LOR (Laboratory of Record) –** Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335. **PI (Project Inspector) –** Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA. **SI (Special Inspection) –** Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number:	**School Name:**	**School District:**
01-121662	Kennedy Middle School	CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:54:01

Geotechnical Reports: Project does NOT have and does NOT require a geotechnical report

	S1. GENERAL:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Verify that: • Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. • Foundation excavations are extended to proper depth and have reached proper material. • Materials below footings must not contain loose material, mud, organic silt, organic clays, or peat.	**See Notes**	**PI**	Refer to specific items identified in the Appendix listing exemptions for limitations. Placement of controlled fill exceeding 12" depth under foundations and/or within the building envelope is not permitted without a geotechnical report.

	S2. SOIL COMPACTION AND FILL:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Perform classification and testing of fill materials.	**Test**	**LOR***	* Under the supervision of the geotechnical engineer.
☐	**b.** Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill.	**Continuous**	**LOR***	* Under the supervision of a geotechnical engineer or LOR's engineering manager. Refer to specific items identified in the Appendix listing exemptions for limitations.
☐	**c.** Compaction testing.	**Test**	**LOR***	* Under the supervision of a geotechnical engineer or LOR's engineering manager. Refer to specific items identified in the Appendix listing exemptions for limitations.

	S3. DRIVEN DEEP FOUNDATIONS (PILES):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Verify pile materials, sizes and lengths comply with the requirements.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 01-121662
School Name: Kennedy Middle School
School District: CUSD
DSA File Number: 43-13
Increment Number:
Date Created: 2024-07-15 09:54:01

	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	**b.** Determine capacities of test piles and conduct additional load tests as required.	**Test**	**LOR***	* Under the supervision of the geotechnical engineer.
☐	**c.** Inspect driving operations and maintain complete and accurate records for each pile.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.
☐	**d.** Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.
☐	**e.** Steel piles.	Provide tests and inspections per STEEL section below.		
☐	**f.** Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
☐	**g.** For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.

	S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Note**
☑	**a.** Inspect drilling operations and maintain complete and accurate records for each pier.	**Continuous**	**PI**	Continuous inspection to be provided by project inspector. Refer to specific items identified in the Appendix listing exemptions for limitations.
☑	**b.** Verify pier locations, diameters, plumbness and lengths.Record concrete or grout volumes.	**Continuous**	**PI**	Continuous inspection to be provided by project inspector. Refer to specific items identified in the Appendix listing exemptions for limitations.
☑	**c.** Concrete piers.	Provide tests and inspections per CONCRETE section below.		

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 01-121662	**School Name:** Kennedy Middle School	**School District:** CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:54:01

	Test or Special Inspection	Type	Performed By	Code References and Notes
	S5. RETAINING WALLS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Placement, compaction and inspection of backfill.	**Continuous**	**GE***	**1705A.6.1.** * By geotechnical engineer or his or her qualified representative. (See section S2 above).
☐	**b.** Placement of soil reinforcement and/or drainage devices.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.
☐	**c.** Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative. See DSA IR 18-2.
☐	**d.** Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
☐	**e.** Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

	S6. OTHER SOILS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Soil Improvements	**Test**	**GE***	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS (California Geological Survey) for final acceptance. * By geotechnical engineer or his or her qualified representative.
☐	**b.** Inspection of Soil Improvements	**Continuous**	**GE***	* By geotechnical engineer or his or her qualified representative.
☐	**c.**			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

Application Number: 01-121662	**School Name:** Kennedy Middle School	**School District:** CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:54:01

	C1. CAST-IN-PLACE CONCRETE			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Verify use of required design mix.	**Continuous**	**SI**	**Table 1705A.3 Item 5, 1910A.1.**
☑	**b.** Identifiy, sample, and test reinforcing steel.	**Test**	**LOR**	**1910A.2;** ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.)
☑	**c.** During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	**Test**	**LOR**	**Table 1705A.3 Item 6**; ACI 318-19 Sections 26.5 & 26.12.
☑	**d.** Test concrete (f'_c).	**Test**	**LOR**	**1905A.1.17;** ACI 318-19 Section 26.12.
☑	**e.** Batch plant inspection: **Periodic**	**See Notes**	**SI**	Default of **'Continuous'** per **1705A.3.3**. If approved by DSA, batch plant inspection may be reduced to **'Periodic'** subject to requirements in Section **1705A.3.3.1,** or not required per **1705A.3.3.2.** See IR 17-13. (See Appendix (end of this form) for exemptions.)
☐	**f.** Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

	C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Sample and test prestressing tendons and anchorages.	**Test**	**LOR**	**1705A.3.4, 1910A.3**
☐	**b.** Inspect placement of prestressing tendons.	**Periodic**	**SI**	**1705A.3.4, Table 1705A.3 Items 1 & 9.**

	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	**c.** Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	**Periodic**	**SI**	**Table 1705A.3 Item 13.** Special inspector to verify specified concrete strength test prior to stressing.
☐	**d.** Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	**Continuous**	**SI**	**1705A.3.4, Table 1705A.3 Item 9;** ACI 318-19 Section 26.13

	C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Inspect fabrication of precast concrete members.	**Continuous**	**SI**	ACI 318-19 Section 26.13, and PCI MNL-128 and -130.
☐	**b.** Inspect erection of precast concrete members.	**Periodic**	**SI***	**Table 1705A.3 Item 10.** * May be performed by PI when specifically approved by DSA.
☐	**c.** For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field.	**Continuous**	**SI**	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5
☐	**d.** Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5.	**Periodic**	**SI**	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5

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Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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	C4. SHOTCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Inspect shotcrete placement for proper application techniques.	**Continuous**	**SI**	**1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3.** See ACI 506.2-13 Section 3.4, ACI 506R-16.
☐	**b.** Sample and test shotcrete (f'_c).	**Test**	**LOR**	**1908A.2, 1705A.3.9**

	C5. POST-INSTALLED ANCHORS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Inspect installation of post-installed anchors	**See Notes**	**SI***	**1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8** (See Appendix (end of this form) for exemptions). ACI 318-19 Section 26.13. * May be performed by the project inspector when specifically approved by DSA.
☑	**b.** Test post-installed anchors.	**Test**	**LOR**	**1910A.5.** (See Appendix (end of this form) for exemptions.)

	C6. OTHER CONCRETE:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.**			

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. •Material sizes, types and grades comply with requirements.	**Periodic**	*	**Table 1705A.2.1 Item 3a–3c.** 2202A.1**;** AISI S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
☑	**b.** Test unidentified materials	**Test**	**LOR**	**2202A.1.**
☑	**c.** Examine seam welds of HSS shapes	**Periodic**	**SI**	DSA IR 17-3.
☑	**d.** Verify and document steel fabrication per DSA-approved construction documents.	**Periodic**	**SI**	Not applicable to cold-formed steel light-frame construction, except for trusses (**1705A.2.4**).
☐	**e.** Buckling restrained braces.	**Test**	**LOR**	Testing and special inspections in accordance with IR 22-4.

	S/A2. HIGH-STRENGTH BOLTS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	**Periodic**	**SI**	**Table 1705A.2.1 Items 1a & 1b, 2202A.1;** AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
☐	**b.** Test high-strength bolts, nuts and washers.	**Test**	**LOR**	**Table 1705A.2.1 Item 1c, 2213A.1**; RCSC 2014 Section 7.2; DSA IR 17-8.
☐	**c.** Bearing-type ("snug tight") connections.	**Periodic**	**SI**	**Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2**; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
☐	**d.** Pretensioned and slip-critical connections.	*	**SI**	**Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2;** AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. *"Continuous" or "Periodic" depends on the tightening method used.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	S/A3. WELDING:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	**Periodic**	**SI**	**1705A.2.5, Table 1705A.2.1 Items 4 & 5**; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
☑	b. Verify weld filler material manufacturer's certificate of compliance.	**Periodic**	**SI**	DSA IR 17-3.
☑	**c.** Verify WPS, welder qualifications and equipment.	**Periodic**	**SI**	DSA IR 17-3.

	S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☑	**a.** Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	**Continuous**	**SI**	**Table 1705A.2.1 Items 5a.1–4;** AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
☑	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	**Periodic**	**SI**	**1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6;** AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
☐	**c.** Inspect welding of stairs and railing systems.	**Periodic**	**SI**	**1705A.2.1**; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
☐	**d.** Verification of reinforcing steel weldability other than ASTM A706.	**Periodic**	**SI**	**1705A.3.1**; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
☐	**e.** Inspect welding of reinforcing steel.	**Continuous**	**SI**	**Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8;** AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3):			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	**Continuous**	**SI**	**Table 1705A.2.1 Items 5a.1–4;** AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
☐	b. Inspect single-pass fillet welds ≤ 5/16".	**Periodic**	**SI**	**Table 1705A.2.1 Item 5a.5;** AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
☐	**c.** Inspect end-welded studs (ASTM A-108) installation (including bend test).	**Periodic**	**SI**	**2213A.2**; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
☐	**d.** Inspect floor and roof deck welds.	**Periodic**	**SI**	**1705A.2.2, Table 1705A.2.1 Item 5a.6;** AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
☐	**e.** Inspect welding of structural cold-formed steel.	**Periodic**	**SI***	**1705A.2.5; AWS D1.3; DSA IR 17-3.** The quality control provisions of AISI S240-20 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
☐	**f.** Inspect welding of stairs and railing systems.	**Periodic**	**SI***	**1705A.2.1;** AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
☐	**g.** Verification of reinforcing steel weldability.	**Periodic**	**SI**	**1705A.3.1**; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
☐	**h.** Inspect welding of reinforcing steel.	**Continuous**	**SI**	**Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8;** AWS D1.4; DSA IR 17-3.

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A6. NONDESTRUCTIVE TESTING:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Ultrasonic	**Test**	**LOR**	**1705A.2.1, 1705A.2.5;** AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
☐	**b.** Magnetic Particle	**Test**	**LOR**	**1705A.2.1, 1705A.2.5;** AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
☐	**c.**	**Test**	**LOR**	

	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A7. STEEL JOISTS AND TRUSSES:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	**Continuous**	**SI**	**1705A.2.3, Table 1705A.2.3;** AWS D1.1; DSA IR 22-3 for steel joists only. **1705A.2.4;** AWS D1.3 for cold-formed steel trusses.

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A8. SPRAYED FIRE-RESISTANT MATERIALS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	**Periodic**	**SI**	**1705A.15, 1705A.15.1, 1705A.15.2, 1705A.15.3, 1705A.15.4, 1705A.15.5, 1705A.15.6.**
☐	**b.** Test density.	**Test**	**LOR**	**1705A.15.1, 1705A.15.5, ASTM E605**
☐	**c.** Bond strength adhesion/cohesion.	**Test**	**LOR**	**1705A.15.1, 1705A.15.6, ASTM E736**

	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Anchor Bolts and Anchor Rods	**Test**	**LOR**	Identify, sample and test anchor bolts and anchor rods **not** meeting exemptions identified in Section 1 of IR 17-11.
☐	**b.** Threaded rod not used for foundation anchorage.	**Test**	**LOR**	Identify, sample and test threaded rods **not** meeting exemptions identified in Section 1 of IR 17-11.

	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A10. STORAGE RACK SYSTEMS:			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.** Materials used, to verify compliance with one or more of the material test reports in accordance with the approved construction documents.	**Periodic**	**SI**	Table 1705A.13.7
☐	**b.** Fabricated storage rack elements.	**Periodic**	**SI**	1704A.2.5; Table 1705A.13.7

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	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	**c.** Storage rack anchorage installation.	**Periodic**	**SI**	ANSI/MH16.1 Section 7.3.2; Table 1705A.13.7
☐	**d.** Completed storage rack system to indicate compliance with the approved construction documents.	**Periodic**	**SI***	Table 1705A.13.7; * May be preformed by the project inspector when specifically approved by DSA.

	S/A11. Other Steel			
	Test or Special Inspection	**Type**	**Performed By**	**Code References and Notes**
☐	**a.**			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 01-121662	**School Name:** Kennedy Middle School	**School District:** CUSD
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Exempt items given in DSA IR A-22 or the 2022 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests **/** special inspections noted. **Items marked as exempt shall be identified on the approved construction documents**. The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
☐	1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
☐	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill with depth not exceeding 12".

	CONCRETE/MASONRY:
☐	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below
☐	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
☐	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition shown in Appendix A of IR 21-1.
☐	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number:	**School Name:**	**School District:**
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		2024-07-15 09:54:01

	CONCRETE/MASONRY:
☐	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	WELDING:
☐	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
☐	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
☐	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
☐	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
☐	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
☐	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above).

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

	WELDING:
☐	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

Application Number:
01-121662
DSA File Number: 43-13

School Name:
Kennedy Middle School
Increment Number:

School District:
CUSD
Date Created:
2024-07-15 09:54:01

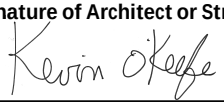
Name of Architect or Engineer in general responsible charge:

Eugene Sim

Name of Structural Engineer (When structural design has been delegated):

Kevin O'Keefe

Signature of Architect or Structural Engineer:



Date:

07/15/24

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.

DSA STAMP

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121662 INC:
REVIEWED FOR
SS ☑ FLS ☐ ACS ☐
DATE: 12/18/2024

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

Application Number:	**School Name:**	**School District:**
01-121662	Kennedy Middle School	CUSD
DSA File Number: 43-13	**Increment Number:**	**Date Created:** 2024-07-15 09:54:01

1. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291
2. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291
3. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
4. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

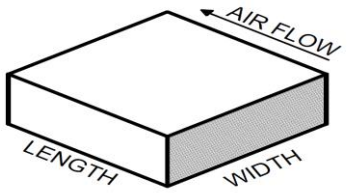
Refrigeration Specification

Quote #: E067098
Date: 11/04/2023

Outdoor Cooler/Freezer Combo - Holding freezer

Room Temperature -10°F

Refrigeration system is designed to maintain -10°F at 95°F ambient temperature around box and 95°F outdoor ambient temperature assuming products enter at -10°F with moderate traffic.



28.25" 39.125"

Condensing Unit: LCH0025LBACZC2463

8290 BTUH

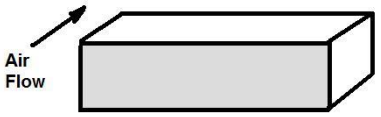
Ambient temp 95°F

Low Temp Air Cooled Scroll Condensing Unit with microchannel condenser, Liquid Line Filter/Drier and Sight Glass.

Compressor Type	Refrigerant	HP	Electrical	RLA	LRA	MCA	MOPD
Scroll	**R448/R449**	**2.5**	**208-230/1/60**	**14.7436**	**73**	**37.5**	**40**

Receiver Capacity	Liquid	Suction		Length	Width	Height	Weight
14	**0.5**	**0.875**		**28.25**	**39.125**	**19.75**	**230**

Notice:Air cooled condensing units require a minimum of 1000 cfm of fresh air per horsepower



Length 45.5" Width 13.25"

Unit Cooler: LEL0080BS6EEAB0200

QTY 1

8400 BTUH

Low profile coil (unit cooler) with EC fan motors, Electric Expansion Valve and iNtelliGen Controller.	**Heaters**		**Fans**	**Qty**	**2**
	Voltage	**208-230/1/60**	**Voltage**	**208-230/1/60**	
	Amps	**9.1**	**Amps Total**	**1**	

Drain Connection	Inlet	Suction	Equalizer	Length	Width	Height	Weight
3/4 MPT	**1/2 OD**	**5/8 OD**	**1/4 OD**	**45.5**	**13.25**	**16.44**	**54**

Standard Features:

Expansion Valve
Solenoid Valve
Defrost Timer
Liquid Line Filter/Drier
Sight Glass
Temperature Control
Condensing Unit
Unit Cooler
Pressure Control

Outdoor Systems Include:

Head Pressure Control
Weather Proof Housing
Crankcase Heater

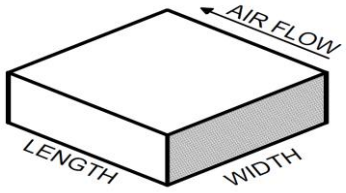
Refrigeration Specification

Quote #: E067098
Date: 11/04/2023

Outdoor Cooler/Freezer Combo - Holding cooler

Room Temperature 35°F

Refrigeration system is designed to maintain 35°F at 95°F ambient temperature around box and 95°F outdoor ambient temperature assuming products enter at 35°F with moderate traffic.



28.25" 39.875"

Condensing Unit: RFO150E4SDANT

12140 BTUH

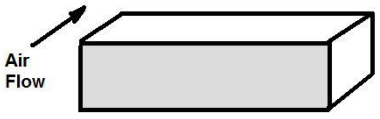
Ambient temp 95°F

NEXT-GEN MINI-CON CONDENSING UNIT: EXTENDED MEDIUM TEMPERATURE: SCROLL COMPRESSOR: 208-230/1/60: FLOODED: NO DEFROST PROVISIONS: ADJUSTABLE LOW PRESSURE CONTROL

Compressor Type	Refrigerant	HP	Electrical	RLA	LRA	MCA	MOPD
Scroll	**R448/R449**	**1.25**	**208-230/1/60**	**11.3**	**55**	**16.1**	**25**

Receiver Capacity	Liquid	Suction		Length	Width	Height	Weight
11	**1/2**	**7/8 OD**		**28.25**	**39.875**	**18.75**	**205**

Notice:Air cooled condensing units require a minimum of 1000 cfm of fresh air per horsepower



Length Width

43.625" 15.5"

Unit Cooler: RL6A094ADARE

QTY 1

10900 BTUH

LOW-PROFILE WITH DUAL SPEED EC MOTOR :	**Heaters**		**Fans**	**Qty**	**2**
	Voltage	**N/A**	**Voltage**	**115/1/60**	
	Amps	**0**	**Amps Total**	**1.6**	

Drain Connection	Inlet	Suction	Equalizer	Length	Width	Height	Weight
3/4 - 14 NPT	**3/8 OD**	**5/8 OD**	**1/4 OD**	**43.625**	**15.5**	**18.125**	**55**

Standard Features:

Expansion Valve
Solenoid Valve
Defrost Timer
Liquid Line Filter/Drier
Sight Glass
Temperature Control
Condensing Unit
Unit Cooler
Pressure Control

Outdoor Systems Include:

Head Pressure Control
Weather Proof Housing
Crankcase Heater