

# **Project Manual**

for the

# **Terra Linda High School East Parking Lot Quad**

June 30, 2022

**DSA File Number: 21-H1**

**DSA Application Number: 01-120337**

**PTN Number: 65466-44**

**Owner:**

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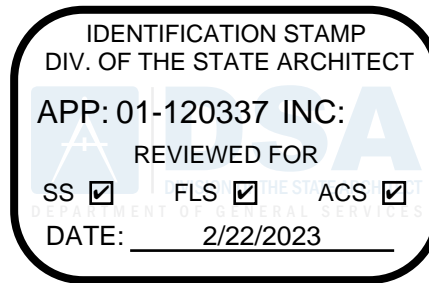
**Architect's Project No.: 2003.00**



DOCUMENT 00 0107

**PROFESSIONAL SEALS AND DSA IDENTIFICATION STAMP**

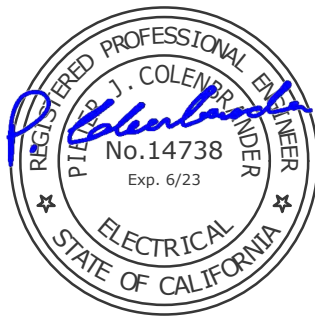
**DIVISION OF THE STATE ARCHITECT IDENTIFICATION STAMP**



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END OF SECTION



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# **[BID]/[PROJECT] MANUAL**

**PROJECT/CONTRACT NUMBER: \_\_\_\_\_**

**[Description of Project]**

**SAN RAFAEL CITY SCHOOLS**

\_\_\_\_\_, 20\_\_\_\_

DOCUMENT 00 01 10

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SCHEDULES

END OF DOCUMENT

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**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the San Rafael City Schools ("District") will receive sealed bids for the following project, Bid No. \_\_\_\_\_, Bid Package \_\_\_\_\_ ("Project" or "Contract"):

Terra Linda HS East Parking Lot Quad

The Project consists of:

\_\_\_\_\_

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

A, B, and/or C-\_\_

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

3. 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.
4. Contract Documents will be available on or after \_\_\_\_\_, 20\_\_, for review at the District Facilities Office, and may be downloaded from the District's website, [www.XXXXX.XXX](http://www.XXXXX.XXX), using the [**"Facilities Projects and Information"**] link. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

A. Builder's Exchange of \_\_\_\_\_ County (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

B. \_\_\_\_\_

5. Contract Documents are also available for purchase for \_\_\_\_\_ dollars (\$\_\_\_\_\_) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.
6. Sealed bids will be received until \_\_\_\_\_ a.m./p.m., \_\_\_\_\_, 20\_\_, at the District Facilities Office, 310 Nova Albion Way, San Rafael, California 94903 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.
7. 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.

**[OR]**

- Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$1 million or more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses who have not been prequalified shall be deemed nonresponsive.
8. 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.
  9. 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 San Rafael City Schools, 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.
  10. A mandatory/voluntary pre-bid conference and site visit will be held on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_m. at \_\_\_\_\_, California. All participants are required to sign in front of the \_\_\_\_\_ Building, \_\_\_\_\_, California. The site visit is expected to take approximately \_\_\_\_\_. Failure to attend or tardiness will render bid ineligible.
  11. 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.
  12. Pursuant to Education Code section 17550, the District is requiring the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.
  13. The District has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The successful Bidder and its subcontractors shall be required to participate in and comply with the OCIP.
  14. 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.
  15. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
  16. 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>>.

17. 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.
18. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, [www.XXXXX.XXX](http://www.XXXXX.XXX), using the [**"Facilities Projects and Information"**] link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
19. The Contractor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol. Contractor shall further comply with the California Department of Public Health's August 11, 2021, Order requiring workers on District sites to be fully vaccinated against COVID-19, or else subject to weekly testing for COVID-19.
20. 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):
  - (1) In order that a field test or experiment may be made to determine the product's suitability for future use: \_\_\_\_\_.
  - (2) In order to match other products in use on a particular public improvement either completed or in the course of completion: \_\_\_\_\_.
  - (3) In order to obtain a necessary item that is only available from one source: \_\_\_\_\_.
  - (4) In order to respond to an emergency declared by a local agency: \_\_\_\_\_.
21. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. This Project is also subject to Buy American requirements.
22. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.

**[OR]**

- B. The base bid amount plus the following alternates:

**[AS EXAMPLES ONLY:** "all alternates;" or "additive alternate no. 1 only.""]

**[OR]**

- C. Up to a total Project fund amount [of \$\_\_\_\_\_ ] **[OR]** [to be stated before bids are opened], **[THIS AMOUNT NEED NOT BE STATED HERE BUT MUST BE STATED PRIOR TO OPENING ANY BIDS]** including the additive alternates or deductive alternates needed, in the stated order, to be equal to or less than that amount:

**[AS EXAMPLES ONLY:** "additive alternate no. 1; and deductive alternate no. 3.""]

**[OR]**

- D. Based on a process that conceals the identity of bidders from the District until the bids have been ranked.
23. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 21 13

**INSTRUCTIONS TO BIDDERS**

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

San Rafael City Schools ("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"):

Terra Linda HS East Parking Lot Quad

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.

**[OR]**

The District has prequalified bidders pursuant to Public Contract Code section 20111.6 for contracts \$1 million or more using or planning to use state bond funds. 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. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses who have not been prequalified shall be deemed nonresponsive.

4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
  - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
  - b. Bids must be submitted to the District Office by date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.

6. Bids will be opened at or after the time indicated for receipt of bids.
7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form, or other security.
  - b. Designated Subcontractors List.
  - c. Site Visit Certification, if a site visit was required.
  - d. Non-Collusion Declaration.
  - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
  - f. Federal Debarment Certification.
  - g. Federal Byrd Anti-Lobbying Certification, if contract value is \$100,000 or more.
  - h. OCIP Insurance forms
11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
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, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into

- the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of 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>.

Since the Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists with a state requirement, the more stringent provision shall control.

18. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, [www.XXXXX.XXX](http://www.XXXXX.XXX), using the [**"Facilities Projects and Information"**] link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
19. Pursuant to Education Code section 17550, the District is requiring the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.
20. The District has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The policy limits, known exclusions, and the length of time the policy is intended to remain in effect provided by the OCIP are described in the OCIP Manual. The District will require all bidders at a minimum to have no serious and willful violations of Labor Code section 6300 et seq., have a workers' compensation experience modification factor of 1.00 or less, and have an injury prevention program instituted pursuant to Labor Code sections 3201.5 or 6401.7 .
21. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid.
22. 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.
23. 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.
24. 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.
  25. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to \_\_\_\_\_. 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 \_\_\_\_\_. 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.
  26. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
  27. 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.
  28. 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.
  29. 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.
30. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
31. 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.
32. 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.
33. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
  - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
  - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - e. Insurance Certificates and Endorsements as required.
  - f. Workers' Compensation Certification.
  - g. Prevailing Wage and Related Labor Requirements Certification.
  - h. Disabled Veteran Business Enterprise Participation Certification.
  - i. Drug-Free Workplace Certification.
  - j. Tobacco-Free Environment Certification.
  - k. Hazardous Materials Certification.
  - l. Lead-Based Materials Certification.
  - m. Imported Materials Certification.
  - n. Criminal Background Investigation/Fingerprinting Certification.

- o. Buy American Certification.
  - p. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
  - q. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
34. 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.
35. 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.
36. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race,

color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

37. 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.
38. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol, and such costs shall be included in the bid as an allowance. Any unused portion of the allowance designated for COVID-19 or other public health emergency/epidemic/pandemic compliance will revert back to the District documented by a deductive change order.

END OF DOCUMENT



DOCUMENT 00 21 13.1

**BIDDER INFORMATION AND FORMS**

**[INTENTIONALLY LEFT BLANK UNLESS PROVIDED IN SPECIAL CONDITIONS  
– SEPARATE PREQUALIFICATION PROCESS RECOMMENDED]**

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

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

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

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

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract

Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

DOCUMENT 00 31 32

**GEOTECHNICAL DATA**

**1. Summary**

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

**2. Geotechnical Reports**

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

**3. Use of Data**

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

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

- a. Reference is made herein for identification of:

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 41 13

**BID FORM AND PROPOSAL**

To: Governing Board of the San Rafael City Schools ("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. \_\_\_\_\_, for the following project known as:

Terra Linda HS East Parking Lot Quad

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

_____ dollars	\$ _____
<b>BASE BID</b>	
<b><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i></b>	

**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.

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**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**

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

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

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for Unforeseen Conditions and complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic.

The above allowance shall only be allocated for unforeseen items or COVID-19 or other public health emergency/epidemic/pandemic compliance relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.

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3. **Purchase Price of Old Material.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that pursuant to Education Code section 17550, that it will purchase and remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The deducted amount must be shown separately below:

**Deducted Purchase Price of Old Material**

_____ dollars      \$ _____
Deductive

4. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

**Excluded Cost of Insurance**

_____ dollars      \$ _____
Deductive

5. 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.
6. 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.
7. 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.

8. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
9. 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.
10. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
  - Iran Contracting Act Certification
  - OCIP Insurance forms
11. Receipt and acceptance of the following Addenda is hereby acknowledged:

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

12. Bidder acknowledges that the license required for performance of the Work is a \_\_\_\_\_ license.
13. 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.
14. 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.
15. 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
16. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
17. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
18. 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.

19. 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.
20. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
21. 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.
22. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

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

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

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

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 San Rafael City Schools ("District") of Marin County,  
State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid  
plus alternates, in the sum of

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 43 36

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

PROJECT: Terra Linda HS East Parking Lot Quad

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 01

**SITE VISIT CERTIFICATION**

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

PROJECT: Terra Linda HS East Parking Lot Quad

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

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

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

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

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

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

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

**ATTACHMENTS:**

- 1.**
- 2.**
- 3.**

END OF DOCUMENT

DOCUMENT 00 45 19

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

The undersigned declares:

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 19.01

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

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City  
Schools ("District") and \_\_\_\_\_  
("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

**CERTIFICATION:**

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

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

END OF DOCUMENT

DOCUMENT 00 45 26

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City  
Schools ("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.: \_\_\_\_\_ between the San Rafael City  
Schools ("District") and \_\_\_\_\_  
("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.02

**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City  
Schools ("District") and \_\_\_\_\_ ("Contractor"  
or "Bidder") ("Contract" or "Project").

**GENERAL INSTRUCTIONS**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.03

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City Schools ("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.: \_\_\_\_\_ between the San Rafael City  
Schools ("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

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between San Rafael City Schools  
("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. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.06

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City Schools ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

**1. Lead as a Health Hazard**

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

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

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

**2. Overview of California Law**

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



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

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

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

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

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

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

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

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

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

**4. Contractor's Liability**

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.07

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City  
Schools ("District") and \_\_\_\_\_  
("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.08

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

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City Schools  
("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 Government 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 Government 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.

[CONTINUED ON NEXT PAGE]

**ATTACHMENT "A"**

**List of Employees/Subcontractors**

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

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**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.09

**BUY AMERICAN CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City  
Schools ("District") and \_\_\_\_\_  
("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

**CERTIFICATION**

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

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

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

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

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

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

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

END OF DOCUMENT



## ROOFING PROJECT CERTIFICATION

[illegible]

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.11

**FEDERAL DEBARMENT CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City Schools ("District")  
and \_\_\_\_\_ ("Contractor" or "Bidder")  
("Contract" or "Project").

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.12

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

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

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Contractor

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Address

---

Certified by: (type or print)

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Title

---

Signature

---

Date

**Disclosure of Lobbying Activities**

Approved by OMB  
0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See following page for public burden disclosure)

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 49

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

PROJECT: Terra Linda HS East Parking Lot Quad

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 90

**POST BID INTERVIEW**

**PART 1 – GENERAL**

**1.01 SUMMARY**

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

**1.02 REQUIRED ATTENDANCE**

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative(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 San Rafael City Schools ("District")

Re: \_\_\_\_\_, Project No. \_\_\_\_\_ ("Project").

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

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

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

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

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

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



- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Buy American Certification.
- p. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
- q. COVID-19 Vaccination/Testing 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.

**SAN RAFAEL CITY SCHOOLS**

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 San Rafael City Schools ("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:

Terra Linda HS East Parking Lot Quad

("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 within \_\_\_\_\_ (\_\_\_\_)

consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) 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, 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 \_\_\_\_\_ 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. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 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).

- 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]**

**SAN RAFAEL CITY SCHOOLS**

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 55 00

**NOTICE TO PROCEED**

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

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

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

PROJECT: \_\_\_\_\_

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the San Rafael City Schools and Contractor ("Contract").

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

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

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

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

**SAN RAFAEL CITY SCHOOLS**

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

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

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

END OF DOCUMENT

DOCUMENT 00 56 00

**ESCROW BID DOCUMENTATION**

**1. Requirement to Escrow Bid Documentation**

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

**2. Ownership of Escrow Bid Documentation**

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



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

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

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

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

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

Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor”.

- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

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

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
  - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
  - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
  - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If

Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.

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

END OF DOCUMENT

DOCUMENT 00 57 00

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

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

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the San Rafael City Schools ("District"), whose address is 310 Nova Albion Way, San Rafael, California 94903, and \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_, and \_\_\_\_\_ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is \_\_\_\_\_.

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

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

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

Securities shall be held in the name of San Rafael City Schools, 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:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

On behalf of District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

END OF DOCUMENT

DOCUMENT 00 61 13.13

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the San Rafael City Schools, ("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:

Terra Linda HS East Parking Lot Quad

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT



TDOCUMENT 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 San Rafael City Schools, ("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:

Terra Linda HS East Parking Lot Quad

("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**

San Rafael City Schools  
310 Nova Albion Way  
San Rafael, CA 94903

**ALLOWANCE  
EXPENDITURE  
DIRECTIVE NO.:**

**ALLOWANCE EXPENDITURE DIRECTIVE**

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

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

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

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

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

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

**Owner Name, Address, Telephone:**

**Contractor Name, Address, Telephone:**

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

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

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

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:**

<b>DISTRICT:</b>  SAN RAFAEL CITY SCHOOLS  Date: _____  By: _____ [Print Name and Title here]	<b>CONTRACTOR:</b>  _____  Date: _____  By: _____ [Print Name and Title here]
<b>ARCHITECT:</b>  _____  Date: _____  By: _____ [Print Name and Title here]	<b>PROJECT INSPECTOR:</b>  _____  Date: _____  By: _____ [Print Name and Title here]

END OF DOCUMENT

DOCUMENT 00 63 47

**DAILY FORCE ACCOUNT REPORT**

**From: Contractor**  
[Name/Address]

**To: Owner**  
[Name/Address]

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

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

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

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

Description	Unit Price	Quantity	Cost

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

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

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

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

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

Type / Model	Hrs. Operated	Rate

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

*Complete based on information reported above.*

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

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

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**

San Rafael City Schools  
310 Nova Albion Way  
San Rafael, CA 94903

**PCO NO.:**

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

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

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

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

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(j)	<b><u>Subtotal</u></b>		
(k)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (j)		
(l)	<b><u>TOTAL</u></b>		
(m)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b>Calendar Days</b>	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b><u>Subtotal</u></b>		
(f)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<b><u>Subtotal</u></b>		
(h)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (g)		
(i)	<b><u>TOTAL</u></b>		
(j)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b><u>Calendar Days</u></b>	

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

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project 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**

San Rafael City Schools  
310 Nova Albion Way  
San Rafael, CA 94903

**CHANGE ORDER NO.:**

**CHANGE ORDER**

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

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

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

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

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

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

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

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

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for

**SAN RAFAEL CITY SCHOOLS**

**CHANGE ORDER FORM  
DOCUMENT 00 63 63-1**

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 SAN RAFAEL CITY SCHOOLS ("District") and \_\_\_\_\_ ("Contractor"), whose place of business is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, District and Contractor entered into PROJECT/CONTRACT NO.: \_\_\_\_\_ ("Contract" or "Project") in the County of Marin, California; and

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

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

**AGREEMENT AND RELEASE**

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:

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

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

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 \* \* \*

SAN RAFAEL CITY SCHOOLS

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 San Rafael City  
Schools ("District") for the following project:

PROJECT: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 72 13 GENERAL CONDITIONS

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

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

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

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

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

**1.1.7 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.

**1.1.8 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.

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

**1.1.10 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.

**1.1.11 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.

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

**1.1.13 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:

- 1.1.13.1** Notice to Bidders
- 1.1.13.2** Instructions to Bidders
- 1.1.13.3** Bid Form and Proposal
- 1.1.13.4** Bid Bond
- 1.1.13.5** Designated Subcontractors List
- 1.1.13.6** Site Visit Certification (if a site visit was required)
- 1.1.13.7** Non-Collusion Declaration
- 1.1.13.8** Notice of Award
- 1.1.13.9** Notice to Proceed
- 1.1.13.10** Agreement
- 1.1.13.11** Escrow of Bid Documentation
- 1.1.13.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.13.13** Performance Bond
- 1.1.13.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.13.15** General Conditions
- 1.1.13.16** Special Conditions (if applicable)
- 1.1.13.17** Project Labor Agreement (if applicable)
- 1.1.13.18** Hazardous Materials Procedures and Requirements
- 1.1.13.19** Workers' Compensation Certification
- 1.1.13.20** Prevailing Wage Certification
- 1.1.13.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.13.22** Drug-Free Workplace Certification (if applicable)
- 1.1.13.23** Tobacco-Free Environment Certification
- 1.1.13.24** Hazardous Materials Certification (if applicable)
- 1.1.13.25** Lead-Based Materials Certification (if applicable)
- 1.1.13.26** Imported Materials Certification (if applicable)
- 1.1.13.27** Criminal Background Investigation/Fingerprinting Certification
- 1.1.13.28** Buy American Certification (if certain federal funds used)
- 1.1.13.29** Roofing Project Certification (if applicable)
- 1.1.13.30** Registered Subcontractors List

- 1.1.13.31** Iran Contracting Act Certification (if applicable)
- 1.1.13.32** COVID-19 Vaccination/Testing Certification
- 1.1.13.33** Federal Debarment Certification (if applicable)
- 1.1.13.34** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.13.35** Post Bid Interview
- 1.1.13.36** All Plans, Technical Specifications, and Drawings
- 1.1.13.37** Any and all addenda to any of the above documents
- 1.1.13.38** Any and all change orders or written modifications to the above documents if approved in writing by the District

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

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

**1.1.16 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.

**1.1.17 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.

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

**1.1.19 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.

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

**1.1.21 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.

**1.1.22 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,

**1.1.22.1** 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

**1.1.22.2** 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.



**1.1.23 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.

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

**1.1.25 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.

**1.1.26 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.

**1.1.27 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.

**1.1.28 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.

**1.1.29 Plans:** See **Drawings**.

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

**1.1.31 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.

**1.1.32 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.

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

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

**1.1.35 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.

**1.1.36 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.

**1.1.37 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.

**1.1.38 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.

**1.1.39 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.

**1.1.40 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**.

**1.1.41 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.

**1.1.42 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.

**1.1.43 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").

**1.1.44 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.

**1.1.45 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.

**1.1.46 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.

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

**1.1.48 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.

**1.1.49 State:** The State of California.

**1.1.50 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.

**1.1.51 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.

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

**1.1.53 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.

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

## **1.2 Laws Concerning the Contract**

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

## **1.3 No Oral Agreements**

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

## **1.4 No Assignment**

Contractor shall not assign this Contract or any part thereof including, without limitation, any 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 is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its agents, and employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

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

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

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

**6.1.5 [RESERVED]**

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

**6.1.7 [RESERVED]**

**6.1.8** If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to

making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

## **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 be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

**6.11.2.3.1** All required visual observations, sampling, analysis, reporting and record keeping, including any Numeric Action Levels ("NALs"), if applicable;

**6.11.2.3.2** Rain Event Action Plan ("REAP") at least forty eight (48) hours prior to any forecasted rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site, if applicable;

**6.11.2.3.3** Active Treatment System ("ATS"), if applicable; and

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

**6.14.17** Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including,

without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

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

**6.14.19** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire 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:

- |                      |  |
|----------------------|--|
| <b>10.1.1.2.1.1</b>  | Overhead and profit;                   |
| <b>10.1.1.2.1.2</b>  | Supervision;                           |
| <b>10.1.1.2.1.3</b>  | General conditions;                    |
| <b>10.1.1.2.1.4</b>  | Layout;                                |
| <b>10.1.1.2.1.5</b>  | Mobilization;                          |
| <b>10.1.1.2.1.6</b>  | Submittals;                            |
| <b>10.1.1.2.1.7</b>  | Bonds and insurance;                   |
| <b>10.1.1.2.1.8</b>  | Close-out/Certification documentation; |
| <b>10.1.1.2.1.9</b>  | Demolition;                            |
| <b>10.1.1.2.1.10</b> | Installation;                          |
| <b>10.1.1.2.1.11</b> | Rough-in;                              |
| <b>10.1.1.2.1.12</b> | Finishes;                              |
| <b>10.1.1.2.1.13</b> | Testing;                               |
| <b>10.1.1.2.1.14</b> | 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%.
- 10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

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

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

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

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

**10.1.5** All 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 visible facilities without prior written notification to the District shall be borne by the Contractor.

#### **11.10 Notification**

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

#### **11.11 Hazardous Materials**

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

#### **11.12 No Signs**

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

### **12. TRENCHES**

#### **12.1 Trenches Greater Than Five Feet**

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

#### **12.2 Excavation Safety**

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety

Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

### **12.3      No Tort Liability of District**

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

### **12.4      No Excavation without Permits**

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

### **12.5      Discovery of Hazardous Waste and/or Unusual Conditions**

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

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

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

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

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

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

### **13. INSURANCE AND BONDS**

#### **13.1 Insurance**

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be 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 that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

**13.1.1.2** Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

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

##### **13.1.2 Excess Liability Insurance**

**13.1.2.1** 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..

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

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

**13.1.3 Subcontractor(s):** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part



the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

#### **13.1.4 Workers' Compensation and Employers' Liability Insurance**

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

**13.1.4.2** Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

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

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

#### **13.1.6 Pollution Liability Insurance**

**13.1.6.1** Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids,

alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Contractor shall procure and maintain these coverages separately.

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

**13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates**

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

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

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

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

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

**13.1.7.2.3** All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

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

**13.1.7.2.6** 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.

**13.1.7.5** 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**.

**13.1.7.6** 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.

**13.1.7.7** 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:

<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
<b>Automobile Liability</b>	Any Auto – Combined Single Limit	\$1,000,000
<b>Workers' Compensation</b>		Statutory limits pursuant to State law
<b>Employers' Liability</b>		\$1,000,000
<b>Builder's Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.
<b>Pollution Liability</b>		\$1,000,000 per claim; \$2,000,000 aggregate

**13.1.8.2** 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, in whole or in part, 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 sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. 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, in whole or in part, 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 sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. 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. 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 acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within

five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

**16.2.2** Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

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

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

**16.2.3.2** Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("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. (A portion of any delay of seven (7) days or more must be provided.)

**16.2.3.3** A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

### **16.3      No Additional Compensation for Delays Within Contractor's Control**

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

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

**16.3.2.1** The District is responsible for the delay;

**16.3.2.2** The delay is unreasonable under the circumstances involved;

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

**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 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:

**16.3.3.1** Actually incurred performing the Work;

**16.3.3.2** Not compensated by the Markup allowed; and

**16.3.3.3** Directly result from the extended Contract Time.

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).

#### **16.4 Float or Slack in the Schedule**

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

### **17. CHANGES IN THE WORK**

#### **17.1 No Changes Without Authorization**

**17.1.1** There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to

the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

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

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

**17.1.4** 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 Payment and Claims and Disputes 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 Change Orders**

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

**17.3.1.1** A description of a change in the Work;

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

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

#### **17.4      Construction Change Directives**

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

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

#### **17.5      Force Account Directives**

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

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

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

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

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

notify the District regarding the commencement of force account work, or exceeding the force account budget.

**17.5.6** The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report 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.

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

## **17.6 Price Request**

### **17.6.1 Definition of Price Request**

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

### **17.6.2 Scope of Price Request**

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

## **17.7 Proposed Change Order**

### **17.7.1 Definition of Proposed Change Order**

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

### **17.7.2 Changes in Contract Price**

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

### **17.7.3 Changes in Time**

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. 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.

### **17.7.4 Unknown and/or Unforeseen Conditions**

If there is an Allowance, then Contractor must submit a Request for Allowance Expenditure Directive, including supporting documentation as described below, to receive authorization for the release of funds from the Allowance. 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 this Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive. If cost of the unforeseen condition(s) exceed the Allowance, Contractor must submit a PCO for amounts in excess of the Allowance requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

### **17.7.5 Time to Submit Proposed Change Order**

Contractor shall submit its PCO 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.

### **17.7.6 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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## 17.8 Format for Proposed Change Order

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

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add Overhead and Profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add General Conditions Cost</u></b> (if Time is Compensable) (attach supporting documentation)		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(j)	<b><u>Subtotal</u></b>		
(k)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (j)		
(l)	<b><u>TOTAL</u></b>		
(m)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b><u>Calendar Days</u></b>	

	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Add General Conditions Cost</u></b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b><u>Subtotal</u></b>		
(f)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<b><u>Subtotal</u></b>		
(h)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (g)		
(i)	<b><u>TOTAL</u></b>		

(j)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	<b>Calendar Days</b>
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**17.8.2 Labor.** Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates 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>.

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

**17.8.4 Equipment.** As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason.

Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

**17.8.5 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.

**17.8.6 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.

## **17.9 Change Order Certification**

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

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

**17.9.1.2** It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project 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.

**17.9.2** 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.

**17.10 Determination of Change Order Cost**

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

**17.10.1.1** District acceptance of a PCO;

**17.10.1.2** By unit prices contained in Contractor's original bid;

**17.10.1.3** By agreement between District and Contractor.

**17.11 Deductive Change Orders**

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

**17.12 Addition or Deletion of Alternate Bid Item(s)**

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

**17.13 Discounts, Rebates, and Refunds**

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the

Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

**17.14 Accounting Records**

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

**17.15 Notice Required**

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

**17.16 Applicability to Subcontractors**

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

**17.17 Alteration to Change Order Language**

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

**17.18 Failure of Contractor to Execute Change Order**

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

**18. REQUEST FOR INFORMATION**

**18.1** Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing

number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

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

## **19. PAYMENTS**

### **19.1 Contract Price**

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

### **19.2 Applications for Progress Payments**

#### **19.2.1 Procedure for Applications for Progress Payments**

##### **19.2.1.1 Application for Progress Payment**

**19.2.1.1.1** Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

**19.2.1.1.1.1** The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

**19.2.1.1.1.2** The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

**19.2.1.1.1.3** The balance that will be due to each of such entities after said payment is made;

**19.2.1.1.1.4** A certification that the As-Built Drawings and annotated Specifications are current;

**19.2.1.1.1.5** Itemized breakdown of work done for the purpose of requesting partial payment;

**19.2.1.1.1.6** An updated and acceptable construction schedule in conformance with the provisions herein;

**19.2.1.1.1.7** The additions to and subtractions from the Contract Price and Contract Time;

**19.2.1.1.1.8** A total of the retentions held;

**19.2.1.1.1.9** Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

**19.2.1.1.1.10** The percentage of completion of the Contractor's Work by line item;

**19.2.1.1.1.11** Schedule of Values updated from the preceding Application for Payment;

**19.2.1.1.1.12** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

**19.2.1.1.1.13** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

**19.2.1.1.1.14** A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

**19.2.1.1.1.15** The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

**19.2.1.1.1.16** All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the

period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

**19.2.1.1.1.16.1** Contractor and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

**19.2.1.1.1.16.2** Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

**19.2.1.1.2** Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

## **19.2.2 Prerequisites for Progress Payments**

**19.2.2.1 First Payment Request:** The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

**19.2.2.1.1** Installation of the Project sign;

**19.2.2.1.2** Installation of field office;

**19.2.2.1.3** Installation of temporary facilities and fencing;

**19.2.2.1.4** Schedule of Values;

**19.2.2.1.5** Contractor's Construction Schedule;

**19.2.2.1.6** Schedule of unit prices, if applicable;

**19.2.2.1.7** Submittal Schedule;

**19.2.2.1.8** Receipt by Architect of all submittals due as of the date of the payment application;

**19.2.2.1.9** Copies of necessary permits;

**19.2.2.1.10** Copies of authorizations and licenses from governing authorities;

**19.2.2.1.11** Initial progress report;

**19.2.2.1.12** Surveyor qualifications;

**19.2.2.1.13** Written acceptance of District's survey of rough grading, if applicable;



**19.2.2.1.14** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

**19.2.2.1.15** All bonds and insurance endorsements; and

**19.2.2.1.16** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

**19.2.2.2 Second Payment Request:** The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

**19.2.2.3 No Waiver of Criteria:** Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

### **19.3 Progress Payments**

#### **19.3.1 District's Approval of Application for Payment**

**19.3.1.1** Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

**19.3.1.1.1** Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

**19.3.1.1.2** Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

**19.3.1.1.3** An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

**19.3.1.2** The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

**19.3.1.2.1** Observation of the Work for general conformance with the Contract Documents,

**19.3.1.2.2** Results of subsequent tests and inspections,

**19.3.1.2.3** Minor deviations from the Contract Documents correctable prior to completion, and

**19.3.1.2.4** Specific qualifications expressed by the Architect.

**19.3.1.3** District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

### **19.3.2 Payments to Contractor**

**19.3.2.1** Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

**19.3.2.2** The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

**19.3.2.3** If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

### **19.3.3 No Waiver**

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

## **19.4 Decisions to Withhold Payment**

### **19.4.1 Reasons to Withhold Payment**

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in

whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

**19.4.1.1** Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

**19.4.1.2** Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

**19.4.1.3** Written notice to withhold payment from Contractor by payment and/or performance bond surety(ies).

**19.4.1.4** Liquidated damages assessed against the Contractor.

**19.4.1.5** The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

**19.4.1.6** Damage to the District or other contractor(s).

**19.4.1.7** Unsatisfactory prosecution of the Work by the Contractor.

**19.4.1.8** Failure to store and properly secure materials.

**19.4.1.9** Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

**19.4.1.10** Failure of the Contractor to maintain As-Built Drawings.

**19.4.1.11** Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

**19.4.1.12** Unauthorized deviations from the Contract Documents.

**19.4.1.13** Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

**19.4.1.14** Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

**19.4.1.15** Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

**19.4.1.16** Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

**19.4.1.17** Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

**19.4.1.18** Failure to properly maintain or clean up the Site.

**19.4.1.19** Failure to timely indemnify, defend, or hold harmless the District.

**19.4.1.20** Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

**19.4.1.21** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

**19.4.1.22** Failure to pay any royalty, license or similar fees.

**19.4.1.23** Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

**19.4.1.24** Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

#### **19.4.2     Reallocation of Withheld Amounts**

**19.4.2.1** District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

**19.4.2.2** If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent

(150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

#### **19.4.3 Payment After Cure**

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

### **19.5 Subcontractor Payments**

#### **19.5.1 Payments to Subcontractors**

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

#### **19.5.2 No Obligation of District for Subcontractor Payment**

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

#### **19.5.3 Joint Checks**

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

## **20. COMPLETION OF THE WORK**

### **20.1 Completion**

**20.1.1** District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

**20.1.2** The Work may only be accepted as complete by action of the governing board of the District.

**20.1.3** District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished

from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

**20.1.4** At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

## **20.2 Close-Out/Certification Procedures**

### **20.2.1 Punch List**

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

### **20.2.2 Close-Out/Certification Requirements**

#### **20.2.2.1 Utility Connections**

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

#### **20.2.2.2 Record Drawings and Record Specifications**

**20.2.2.2.1** Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

**20.2.2.2.2** Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

**20.2.2.2.3** Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

#### **20.2.2.3 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 Maintenance Manuals:** Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

**20.2.2.5 Source Programming:** Contractor shall provide all source programming for all items in the Project.

**20.2.2.6 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** Painting and special finishes complete.

**20.3.3.1.6** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

**20.3.3.1.7** Tops and bottoms of doors sealed.

**20.3.3.1.8** Floors waxed and polished as specified.

**20.3.3.1.9** Broken glass replaced and glass cleaned.

**20.3.3.1.10** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

**20.3.3.1.11** Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

**20.3.3.1.12** Finished and decorative work shall have marks, dirt, and superfluous labels removed.

**20.3.3.1.13** Final cleanup, as provided herein.

#### **20.4      Costs of Multiple Inspections**

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

#### **20.5      Partial Occupancy or Use Prior to Completion**

##### **20.5.1      District's Rights to Occupancy**

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

##### **20.5.2      Inspection Prior to Occupancy or Use**

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.



### **20.5.3     No Waiver**

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

## **21.     FINAL PAYMENT AND RETENTION**

### **21.1     Final Payment**

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

### **21.2     Prerequisites for Final Payment**

The following conditions must be fulfilled prior to Final Payment:

**21.2.1**     A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

**21.2.2**     A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

**21.2.3**     A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

**21.2.4**     A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

**21.2.5**     The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

**21.2.6**     Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

**21.2.7**     Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

**21.2.8** Architect shall have issued its written approval that final payment can be made.

**21.2.9** The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

**21.2.10** The Contractor shall have completed final clean-up as provided herein.

### **21.3 Retention**

**21.3.1** The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

**21.3.1.1** After approval by the Architect of the Application and Certificate of Payment,

**21.3.1.2** After the satisfaction of the conditions set forth herein, and

**21.3.1.3** After forty-five (45) days after the recording of the Notice of Completion by District.

**21.3.2** No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

### **21.4 Substitution of Securities**

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

## **22. UNCOVERING OF WORK**

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

## **23. NONCONFORMING WORK AND CORRECTION OF WORK**

### **23.1 Nonconforming Work**

**23.1.1** Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

**23.1.2** If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

## **23.2 Correction of Work**

### **23.2.1 Correction of Rejected Work**

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

### **23.2.2 One-Year Warranty Corrections**

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

## **23.3 District's Right to Perform Work**

**23.3.1** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**23.3.2** If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

**23.3.2.1** That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

**23.3.2.2** That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

**23.3.2.3** That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

## **24. TERMINATION AND SUSPENSION**

### **24.1 District's Request for Assurances**

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

### **24.2 District's Right to Terminate Contractor for Cause**

**24.2.1 Grounds for Termination:** The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

**24.2.1.1** Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

**24.2.1.2** Contractor fails to complete said Work within the time specified or any extension thereof, or

**24.2.1.3** Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

**24.2.1.4** Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

**24.2.1.5** Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

**24.2.1.6** Contractor persistently disregards laws, or ordinances, or instructions of District; or

**24.2.1.7** Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**24.2.1.8** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

**24.2.2 Notification of Termination**

**24.2.2.1** Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

**24.2.2.2** Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

**24.2.2.2.1** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

**24.2.2.2.2** Commences performance of this Contract within three (3) days from date of serving of its notice to District.

**24.2.2.3** Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

**24.2.2.4** If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

### **24.3 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** Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

### **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 termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

**24.4.4** 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.

**24.4.5** 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.

**24.4.6** The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

**24.4.7** 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 Disputed Work**

**25.1.1**      Should Contractor otherwise seek extra time or compensation for any reason whatsoever ("Disputed Work"), 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 Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

### **25.2      Duty to Perform during Claim Process**

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute,



claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

### **25.3      Definition of Claim**

**25.3.1** Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

**25.3.1.1** A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

**25.3.1.2** Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

**25.3.1.3** An amount of payment disputed by the District.

### **25.4      Claims Presentation**

#### **25.4.1      Form and Contents of Claim**

**25.4.1.1** If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

**25.4.1.2** Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

**25.4.1.2.1** The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

**25.4.1.2.2** Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

**25.4.1.2.3** The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

**25.4.1.2.4** The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

**25.4.1.2.5** The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

**25.4.1.3** The Claim shall include the following certification by the Contractor:

**25.4.1.3.1** The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

**25.4.1.3.2** Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**25.4.2** Contractor shall bear all costs incurred in the preparation and submission of a Claim.

**25.4.3** Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

## **25.5 Claim Resolution pursuant to Public Contract Code section 9204**

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps:

### **25.5.1 STEP 1:**

**25.5.1.1** Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or

extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

**25.5.1.1.1** Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

**25.5.1.2** 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 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

**25.5.2.1.1.1** Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

## **25.5.3 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 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 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 pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

**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 Section 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. Contractor shall obtain and post a copy of these wage rates at the job site.

**26.2.2** Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

**26.2.3** Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

**26.2.4** If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

**26.2.5** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

**26.2.6** Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

**26.2.7** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

**26.2.8** Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

### **26.3      Hours of Work**

**26.3.1** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's



work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

**26.3.2** Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

**26.3.3** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

**26.3.4** Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

## **26.4 Payroll Records**

**26.4.1** Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

**26.4.1.1** The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

**26.4.1.1.1** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

**26.4.1.1.2** Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

**26.4.2** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

**26.4.2.1** A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

**26.4.2.2** CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

**26.4.2.3** CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

**26.4.3** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

**26.4.4** Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

**26.4.5** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

**26.4.6** **[RESERVED]**

**26.5** **[RESERVED]**

## **26.6 Apprentices**

**26.6.1** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

**26.6.2** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

**26.6.3** Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

**26.6.4** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

**26.6.5** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

**26.6.6** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**26.6.7** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

**26.6.7.1** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

**26.6.7.2** Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

**26.6.8** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**26.6.9** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to

sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

## **26.7      Non-Discrimination**

**26.7.1** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

**26.7.2** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

## **26.8      Labor First Aid**

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

## **27.      [RESERVED]**

## **28.      MISCELLANEOUS**

### **28.1      Assignment of Antitrust Actions**

**28.1.1** Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**28.1.2** Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing

body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**28.1.3** Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**28.1.4** Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**28.1.5** Under this Article, "public purchasing body" is District and "bidder" is Contractor.

**28.2** **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

**28.3** **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

**28.4** **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

**28.5** **Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of

which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

DOCUMENT 00 7313

**SPECIAL CONDITIONS**

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
6. Insurance Policy Limits
7. Permits, Certificates, Licenses, Fees, Approval
8. As-Builts and Record Drawings
9. Construction Manager
10. Program Manager
11. Preliminary Schedule of Values
12. COVID-19 Safety Requirements
13. COVID-19 Vaccination/Testing Requirements

DOCUMENT 00 7313

**SPECIAL CONDITIONS**

**1. Mitigation Measures**

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

**2. Modernization Projects**

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

**2.2 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.

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

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

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

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

**2.7 No Work during Student Testing.** Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without



limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

**3. Badge Policy for Contractors**

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.

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

**3.1.1** Name of Contractor

**3.1.2** Name of Employee

**3.1.3** Contractor's address and phone number

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

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

**4. 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.

**1.7.2.2** Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

**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.

**5. Weather Days**

*Replace Section 15.2.1.5 in the General Conditions with the following:*

**15.2.1.5** The number of days of Adverse Weather exceeds the following parameters:

January	<u>15</u>	July	<u>3</u>
February	<u>15</u>	August	<u>3</u>
March	<u>10</u>	September	<u>10</u>
April	<u>10</u>	October	<u>10</u>
May	<u>3</u>	November	<u>15</u>
June	<u>3</u>	December	<u>15</u>

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**6. Insurance Policy Limits**

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A++. The limits of insurance shall not be less than:

<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	
		\$5,000,000 per occurrence; \$10,000,000 aggregate]
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	Personal vehicles: \$500,000 Commercial vehicles: \$1,000,000
<b>Workers' Compensation</b>		Statutory limits pursuant to State law
<b>Employer's Liability</b>		\$1,000,000
<b>Builder's Risk (Course of Construction)</b>		\$1,000,000
<b>Pollution Liability</b>		\$1,000,000

**7. Permits, Certificates, Licenses, Fees, Approvals**

8. 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 Project Labor Agreement/Payroll Records except those required by DSA.

**9. As-Builts and Record Drawings**

9.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format (.PDF & .CAD), plus one full size set of As-Built Drawings.

9.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format (.PDF & .CAD), plus one printed set of full size Record Drawings.

**10. Construction Manager**

The District will use a Construction Manager on the Project that is the subject of this Contract. Greystone West is the Construction Manager for this Project.

**SAN RAFAEL CITY SCHOOLS**

**SPECIAL CONDITIONS  
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**11. Program Manager**

Greystone West is the Program Manager designated for the Project that is the subject of this Contract.

**15. COVID-19 Safety Requirements**

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic. Further, except to the extent the Order provides otherwise, Contractor and Contractor's personnel, subcontractors and suppliers shall continue to comply with all applicable terms in the California Department of Public Health's State Public Health Officer Orders.

**16. COVID-19 Vaccination/Testing Requirements**

*Vaccination Requirements*

Contractor shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto as **Attachment "A."**

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Contractor shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- (b) a photo of a Vaccination Record Card as a separate document;
- (c) a photo of a Vaccination Record Card stored on a phone or electronic device;
- (d) documentation of COVID-19 vaccination from a health care provider;
- (e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Contractor may accept the documentation presented in (a) through (f) above as valid.

Contractor shall have a plan in place for tracking verified Contractor personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Contractor personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

*Weekly Testing Requirements*

Contractor shall ensure that Contractor personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

(a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Contractor shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

[ATTACHMENT "A" ON NEXT PAGE]

**ATTACHMENT "A"**  
**COVID-19 VACCINATION/TESTING CERTIFICATION**

**Contractor:** \_\_\_\_\_

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Contractor certifies that the following entity:

\_\_\_\_\_ has verified that the Contractor personnel providing services at District's Project site(s):

- ☐ Have all been fully vaccinated in accordance with the CDPH Order.
- ☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.
- ☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

Contractor understands that the District's Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

**CERTIFICATION**

I, \_\_\_\_\_, certify that I am Contractor's \_\_\_\_\_ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 73 56

**HAZARDOUS MATERIALS  
PROCEDURES & REQUIREMENTS**

**1. Summary**

This document includes information applicable to hazardous materials and hazardous waste abatement.

**2. Notice of Hazardous Waste or Materials**

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
  - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.



- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

### **3. Additional Warranties and Representations**

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

### **4. Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these

activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

## **5. Compliance with Laws**

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
  - (1) The protection of the public health, welfare and environment;
  - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
  - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
  - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## **7. Permits**

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
  - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
  - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

**8. Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

**9. Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

**SECTION 01 1100**

**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Work covered by Contract Documents.
- B. Work under separate contracts.
- C. Execution, correlation and intent.
- D. Acceptance of site.
- E. Related documents.
- F. Contractor's use of premises.
- G. Access.
- H. Existing conditions.

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project name is:

**TERRA LINDA HIGH SCHOOL  
EAST PARKING LOT QUAD**

as shown on the Contract Documents prepared by Quattrocchi-Kwok Architects and briefly described as:

The project scope is to provide ADA access throughout the area, provide new planting areas, and provide new illumination in the Quad area. The scope will include the modification of the faculty parking lot to accommodate the revised student quad area, slurry sealing, and re-striping of the asphalt.

- B. The Work shall be constructed under a Lease-Lease Back Contract.
- C. The Work of the Contract includes but is not necessarily limited to:
  - 1. All other work as shown in the Contract Documents.
  - 2. The Work shall include all labor, materials, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to:
    - a. Home office overhead,

- b. Off-Site supervision,
  - c. Project Administration including preparation, research and distribution of project correspondence and submittals,
  - d. Schedule preparation and maintenance,
  - e. Guarantys and warrantys,
  - f. On-Site supervision,
  - g. Temporary protection,
  - h. Temporary utilities and facilities, including mobilization and demobilization,
  - i. Material handling and storage,
  - j. Safety equipment,
  - k. Travel time to and from the Site to the Contractor's home office.
- D. Sequence the Work subject to the Owner's use of the site, the requirements of the Construction Phasing, Technical Specifications and the Contract provisions for Liquidated Damages found elsewhere in these documents.
- E. Perform work indicated or required to produce finished results shown.
- F. Contractor shall coordinate all work and shall be responsible for division of work among the various subcontractors.
- 1. Coordinate the work of this Contract with the activities of the Owner, and with PG&E and other serving utilities.
  - 2. Coordinate the work of this Contract with the activities of the Owner's separate contractors, including those for removal or abatement of Hazardous Materials.
- G. Laws and Regulations: Intent of the Contract Documents is to construct the Work shown therein, in accordance with applicable codes and regulations.

### **1.03 WORK UNDER SEPARATE CONTRACTS**

- A. Serving Utilities may be performing certain utility work concurrent with this Contract.
- B. Owner may be performing maintenance work concurrent with this Contract.

### **1.04 EXECUTION, CORRELATION, AND INTENT**

- A. Correlation and Intent
  - 1. Documents Complementary and Inclusive:
    - a. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work.
    - b. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.
  - 2. Coverage of the Drawings and Specifications:
    - a. The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work.

- b. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown.
  - c. All materials or labor for Work, which is shown on either by the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in either the Drawings and/or the Specifications.
  - d. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.
3. Conflicts. In the event there is a discrepancy between the various Contract Documents, the Owner/Contractor Agreement shall control. Without limiting Contractor's obligation to identify conflicts for resolution by the Architect identified elsewhere in this Article it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.
4. Conformance With Laws:
- a. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.
  - b. Before commencing any portion of the Work, Contractor shall check and review the Contract Documents for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents.
  - c. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall immediately notify Architect in writing of same and shall cause to be corrected any such violation or inconsistency in the manner provided hereunder.
5. Ambiguity:
- a. Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements.
  - b. Contractor shall immediately notify Owner and Architect of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein.
  - c. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance.

- d. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance.
  - e. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.
- B. Addenda
- 1. Addenda. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the DSA.
- C. Specification Interpretation and Application:
- 1. Titles. The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.
  - 2. As Shown, Etc. Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.
  - 3. Provide. "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.
  - 4. General Conditions. The General Conditions and supplementary general conditions are a part of each and every section of the Specifications.
  - 5. Abbreviations.
    - a. In the interest of brevity, the Specifications are generally written in an abbreviated form in the imperative tense and may not include complete sentences.
    - b. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory and directed to the Contractor.
    - c. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.
  - 6. Plural. Words in the singular shall include the plural whenever applicable or the context so indicates.
  - 7. Metric. The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."
  - 8. Standard Specifications. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of the Contractor's proposal.



- a. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect, perform such Work in accordance with the revised specifications.
  - b. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.
  - c. Procurement of reference standards and standard specifications is the sole responsibility of the Contractor.
9. Absence of Modifiers. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another shall not affect the interpretation of either statement.

**D. Rules of Document Interpretation**

1. In the event of conflict **or ambiguity** within the drawings, the following rules shall apply:
  - a. General Notes, when identified as such, shall be incorporated into other portions of Drawings.
  - b. Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
  - c. Larger scale drawings shall take precedence over smaller scale drawings.
  - d. General or Typical Details and Symbols apply at all locations where specifically noted; at all locations conforming to the title of the Detail; at all locations of similar or identical graphic indication; at all locations where similar conditions are not fully or specifically shown or identified and complement similar details of specific conditions.
  - e. Details and Notes apply at all locations of similar or identical graphic indications and at all locations where similar conditions are not fully or specifically shown or identified.
  - f. Limitation of Indication does not affect Extent of Application: Indications of notes, details, and symbols may be limited to promote clarity. No limitation of application is intended nor shall be construed unless specifically noted.
  - g. Figured, derived, or numerical dimensions shall govern. At no time shall the Contractor base construction on scaled drawings.
2. Specifications shall govern as to materials, workmanship, and installation procedures.
3. In the case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

**1.05 ACCEPTANCE OF SITE**

- A. Contractor shall accept the site in the condition in which it exists at the time it is given Notice to Proceed.

**1.06 RELATED DOCUMENTS**

- A. The Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specifications apply to the Work of this Section.

**1.07 CONTRACTOR'S USE OF PREMISES**

- A. Confine operations on the site to areas indicated in the Contract Documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the Work while engaged in project construction.
- B. Contractor shall limit its use of the premises for work and storage to allow for work by other contractors.
- C. Maintain existing driveways and entrances serving the premises clear and available to the Owner and its employees at all times. Do not use these areas for parking or storage of materials.
- D. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to area approved by the Architect. If additional storage is necessary, Contractor shall obtain and pay for such storage off site without additional expense to the Owner.
- E. Do not overload structures with weight that will endanger them.
- F. Assume full responsibility for protection and safekeeping of materials and tools stored at the site. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- G. Move any stored products, temporary facilities, controls or fencing, under Contractor's control, which interfere with operations of the Owner or separate contractors, on or off the site, without cost to the Owner.
- H. Contractor shall cooperate with Owner and governing authorities to minimize disturbance. Observe all local ordinances for timing of work.
- I. In entrance and exit of all workmen and in bringing in, storing and removal of equipment, Contractor shall avoid unnecessary dust, mud or accumulated debris, or undue interference with the convenience, sanitation or routine of Owner's activities.
- J. In connecting new utilities to existing, and similar operations, Contractor shall time and coordinate such operations so that there will be no interference with Owner's activities.
- K. Protect improvements on adjoining properties as well as those on the Owner's property.
- L. Restore any improvements damaged by this work to their original condition as acceptable to the Owner.
- M. Do not interfere with use of adjacent buildings. Maintain free and safe passage to and from.

- N. Contractor shall be responsible for safety and support of structure. Cease operations and notify Architect immediately if safety of structure appears to be endangered. Take precautions to properly support structure. Do not resume operations until safety is restored. Contractor shall assume liability for such movement, settlement, damage or injury.
- O. Provide, erect and maintain barricades and guard rails as required by governing regulatory agencies to protect occupants of building and workers.
- P. Where demolition, removal or rework occurs, take all necessary precautions to protect existing finished work remaining in place from damage. Finished work damaged by operations under this contract shall be repaired or replaced to the satisfaction of Owner and Architect at no extra cost to the Owner.

#### 1.08 OWNER'S USE OF THE SITE

- A. Owner will remain in continuous occupancy of the site. Regular Fall, Winter and Spring School sessions, Summer School, community use of athletic fields, after-hours use and other site programs will be concurrent with this Contract. Owner reserves the right to limit hours of construction access and deliveries to avoid traffic conflicts during peak periods.

#### 1.09 ACCESS

- A. During the life of the Contract, maintain access to the site, and within the site to the building, for fire-fighting equipment, ambulance and police vehicles in accord with local fire marshal regulations.
  - 1. The Work of this Contract shall be performed, and such temporary facilities and phasing of activities provided, so as not to interfere with access to adjacent facilities or new work areas, so as to cause the least possible interference with activities of other contractors, the Owner's personnel or the public, and so as to protect persons and property from harm. Required accessways, and other accessways not required but so designated by the Owner or the Contract Documents, shall not be blocked.
  - 2. No utility service, such as water, gas, sewers, electricity, communication or fire protection system serving the project, or any part of it, shall be interrupted without prior written approval of the Owner.
- B. The DISTRICT has considered the totality of the circumstances concerning the Project and the CONTRACTOR and CONTRACTOR's employees (which includes Subcontractor employees) subjection to the FINGERPRINTING REQUIREMENTS of Education Code Section 45125.2. **Contractor shall comply with the determination regarding fingerprint certification as defined in the general conditions.**
- C. Contractor acknowledges that access to the project following occupancy by the Owner shall be subject to the requirements of Education Code Section 45125.2 as set forth in the General Conditions of the Contract and further acknowledges that all sums necessary to implement such compliance are included in the Bid Proposal.

- D. Contractor is notified that the Site is congested, with limited access. It shall be the Contractor's responsibility to coordinate Contractor's Work with the Work of other Prime Contractors performing work on the site. Areas designated by the Owner shall remain off-limits to construction personnel and equipment during construction.
- E. Contractor is hereby notified that the project site borders a residential neighborhood. Contractor acknowledges that the Work shall be performed during regular business hours. Contractor shall make provisions for the safety of residents and the general public adjacent to the site while working in proximity to the these areas or while working off-site.

#### **1.10 EXISTING CONDITIONS**

- A. Intent of the Drawings is to show existing conditions with information developed from field surveys and Owner's records, and to generally show the extent and type of work required to prepare the existing areas for new work. The information shown on the Drawings is not a guarantee of existing conditions.

#### **1.11 LIQUIDATED DAMAGES AND CONTRACT COMPLETION**

- A. Liquidated Damages will be assessed beginning on the Date contractually required for Completion and shall continue to accrue until each of the listed conditions are fulfilled.
- B. Date of Completion and Beneficial Occupancy is defined as the Date of Completion of all punch list items, including, but not limited to the following:
  - 1. Confirmation of mechanical and electrical systems testing and balancing, control sequences and operations.
  - 2. Completion of final cleaning, paint touch-up and adjusting.
  - 3. Adjustment and Contractor's certification of the finish hardware operation.
  - 4. Removal of Contractor's temporary facilities and materials.
  - 3. Owner's acceptance of the Work.
- C. Owner's occupancy prior to completion of any or all of the above items, or other such missing or incomplete work as may occur, shall not be construed as acceptance of the Work or as Completion when defined for the purposes of assessing Liquidated Damages.

#### **PART 2 - PRODUCTS**

Not Used.

#### **PART 3 - EXECUTION**

Not Used.

**END OF SECTION**

## **SECTION 01 2200**

### **MEASUREMENT AND PAYMENT**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

##### **1.02 AUTHORITY**

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section.
- B. Architect/Engineer Responsibilities:
  - 1. Take all measurements and compute quantities accordingly.
  - 2. Consult with Contractor for consideration concerning demolition and replacement-in-kind.
  - 3. Review force account receipts and submittals.
- C. Contractor Responsibilities:
  - 1. Prepare documentation and offer recommendations to Architect.
  - 2. Arrange for and process unit price submittals. Arrange for delivery or removal of materials.
  - 3. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Owner/Inspector of Record Responsibilities:
  - 1. Verify quantities and types of materials.
  - 2. Verify delivery tickets and cost verification back-up submittals.
  - 3. Verify labor quantities and rates.
- E. Changes in unit price quantities will be adjusted by change order procedures.

##### **1.03 UNIT QUANTITIES SPECIFIED**

- A. Quantities and measurements supplied or placed in the Work and verified by the Architect/Engineer determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

##### **1.05 PAYMENT**

- A. Payment Includes: Full compensation for all required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Architect/Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

#### **1.06 DEFECT ASSESSMENT**

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Owner will direct one of the following remedies:
  - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.
  - 2. The defective Work will be partially repaired to the instructions of the Architect/Engineer and the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of the Architect/Engineer to assess the defect and identify payment adjustment is final.

#### **1.07 NON-PAYMENT FOR REJECTED PRODUCTS**

- A. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected Products.

#### **1.08 SCHEDULE OF UNIT PRICES**

- A. Item: To be determined.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**SECTION 01 2300**

**ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Alternative submission procedures.
- B. Documentation of changes to Contract Sum and Contract Time.

**1.02 RELATED SECTIONS**

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for alternatives.
- B. Document 00 5200 - Contract: Incorporating monetary value of accepted alternatives.

**1.03 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted alternatives will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternative.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## **SECTION 01 2600**

### **MODIFICATION PROCEDURES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Submittals.
- B. Documentation of change in Contract Sum and Contract Time.
- C. Change procedures.
- D. Execution of change orders.
- E. Correlation of Contractor submittals.

##### **1.02 RELATED SECTIONS**

- A. Document - Agreement: Monetary values of established Unit Prices.
- B. Document - General Conditions and Supplementary General Conditions: Governing requirements for changes in the Work, in Contract Sum and Contract Time and percentage allowances for Contractor's overhead and profit.
- C. Section 01 2900 - Applications for Payment: Payment applications and Schedule of Values.
- D. Section 01 3200 - Construction Progress Schedules: Work schedule.
- E. Section 01 6000 - Material and Equipment: Product options and substitutions.
- F. Section 01 7000 - Contract Closeout: Project record documents.

##### **1.03 SUBMITTALS**

- A. Submit name of the individual in Contractor's firm authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The following submittals shall be made on forms prepared by the Architect:
  - 1. Request For Information Forms.
  - 2. Architect's Supplemental Instructions Forms.
  - 3. Request For Proposal Forms.
  - 4. Change Order Forms.

##### **1.04 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME**



- A. Maintain detailed records of work done. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. Provide additional data to support computations:
  - 1. Quantities of products, labor, and equipment.
  - 2. Taxes, insurance, and bonds.
  - 3. Overhead and profit.
  - 4. Justification for any change in Contract Time.
  - 5. Credit for deletions from Contract, similarly documented.

#### **1.05 REQUEST FOR INFORMATION ("RFI")**

- A. An RFI is a written request prepared by the Contractor asking the Architect to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address questions which have arisen under field conditions.
  - 1. RFI's shall be submitted by the Contractor to the Architect on the form which is included in the project. Submittals not conforming to this requirement will be returned.
- B. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.
- C. The Architect must respond to a RFI within fourteen (14) calendar days after receiving such request. If the Architect cannot respond to the RFI within fourteen (14) calendar days, the Architect shall notify the Contractor, with a copy to the Inspector and the Owner, of the amount of time that will be required to respond.
- D. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be deducted from the next progress payment, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

#### **1.06 ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS ("ASI")**

- A. An ASI is a written supplemental instruction issued and signed by the Architect for minor changes to the Work, without change in Contract Sum or Contract Time.
- B. Architect Authority;
  - 1. The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents.
  - 2. Such changes shall be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

**1.07 REQUEST FOR PROPOSAL ("RFP")**

- A. An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Price and the Contract Time.
- B. An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns.
- C. Owner or Architect may initiate changes by submitting a proposal request to Contractor. Request will include:
  - 1. Detailed description of the change, products and location of the change in the project.
  - 2. Supplementary or revised drawings and specifications.
  - 3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.
  - 4. A specific period of time during which the requested price will be considered valid.
  - 5. Such request is for information only and is not an instruction to execute the changes nor to stop work in progress.
- D. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

**1.08 CHANGE ORDER REQUEST ("COR")**

- A. Definition: A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a claim into a Change Order.
- B. Changes in Price: Include breakdowns as required in the Article for FORMAT FOR CHANGE ORDER REQUEST to validate any change in Contract Price due to proposed change or claim.
- C. Changes in Time: A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in the General Conditions and Division 1 of the Specifications.
- D. Scope of Costs: Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, provide to the Owner and the Architect in writing an estimate of the effect of the proposed Change upon the Contract Price and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing the following required for the change: actual quantities and unit prices of materials, labor hours, wage rates, the effect upon the Contract Time of such Change.
- E. Determination of Cost: The amount of the increase or decrease in the Contract Price resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:
  - 1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
  3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  4. By cost of material and labor and percentage of overhead and profit.
- F. Determination of Costs by Material and labor and Percentage of overhead and profit: If the value is determined by this method the following requirements shall apply:
1. Daily Reports by Contractor.
    - a. General: At the close of each working day, the Contractor shall submit a daily report to the Inspector, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the Work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.
    - b. Labor: Show names of workers, classifications, and hours worked.
    - c. Materials: Describe and list quantities of materials used.
    - d. Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.
    - e. Other Services and Expenditures: Describe in such detail as the Owner may require.
- G. Basis for Establishing Costs for Change Orders:
1. Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.
  2. Labor Unit Productivity for a given task or trade shall not be calculated at a lesser productivity than that published by industry references as follows:
    - a. Mechanical Trades: SMACNA productivity rates increased by 30 percent (30percent greater productivity for a given task than specified by the reference).
    - b. Electrical and Division 26 Trades: NECA productivity rates increased by 30 percent (30 percent greater productivity for a given task than specified by the reference).
    - c. All Other Trades: Lee Saylor Estimating Guide productivity using the "Open Shop Rate" for both labor and materials.
  3. Only costs for direct labor related to the Changed or Added Work shall be included. Supervision, Project Manager, Project Engineer, Assistant Superintendent, research and preparation of Change Order Requests and other similar classifications shall be included in the calculation for overhead and not listed separately as line items.
  4. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs.
  5. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
  6. Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

7. The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.
8. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less.
9. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.
10. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
11. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.
12. Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
13. Invoices. Vendors' invoices for material, equipment rental and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
14. Overhead. Overhead, including direct and indirect costs shall be included in the line item amount shown in the Article FORMAT FOR PROPOSED COST CHANGE, shall be submitted with the COR and shall include all of the following:
  - a. Home office overhead,
  - b. Off-Site supervision,
  - c. Change Order and Change Order Request preparation/negotiation/research,
  - d. Schedule delays,
  - e. Project interference and disruption,
  - f. Additional guaranty and warranty durations,
  - g. On-Site supervision, additional temporary protection,
  - h. Additional temporary utilities,
  - i. Additional material handling costs,
  - j. Additional safety equipment costs.

H. Contractor's Certification:

1. All proposed change order requests, including those originated by the Contractor or those filed as claims, must include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval 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, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

2. All proposed change orders requests shall be submitted on forms included in this project manual. Change Order Requests submitted on the Contractor's forms, altered, modified, or incomplete forms will be deemed waived.

- I. Format for Change Order Request: The following format shall be prepared by the Contractor to communicate proposed additions and deductions to the Contract.

CHANGE ORDER REQUEST NO. \_\_\_\_\_

	ADDED	CREDIT
GENERAL CONTRACTOR'S WORK		
1. Material (attach itemized quantity and unit cost excluding sales tax)	_____	_____
2. Labor (attach itemized hours and rates)	_____	_____
3. Equipment (attach invoices)	_____	_____
4. Subtotal	_____	_____
5. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of line 4.	_____	_____
6. Subtotal	_____	_____
7. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-three percent (33%) of line 2.	_____	_____
8. Subtotal General Contractor Work (sum of lines 6 and 7.)	_____	_____
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)		
9. Material (attach itemized quantity and unit cost excluding sales tax)	_____	_____
10. Labor (attach itemized hours and rates)	_____	_____
11. Equipment (attach invoices)	_____	_____
12. Subtotal	_____	_____
13. Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	_____	_____
14. Subtotal	_____	_____
15. General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	_____	_____
16. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-three percent (33%) of line 10.	_____	_____
17. Total of Subcontract Work (sum of lines 14, 15 and 16)	_____	_____
18. Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	_____	_____
19. Applicable Taxes (itemized by levy and by contract)	_____	_____
20. Subtotal (sum of lines 18 and 19)	_____	_____
21. Bond not to exceed one and one half percent (1 1/2%) of line 20.	_____	_____
22. TOTAL (sum of lines 20 and 21.)	_____	_____

- J. The value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs or expenses not included in the COR are deemed waived.
- K. Changes may be made by Owner by an appropriate written Change Order, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written directive.
- L. Notice required for Contractor-Initiated Change Order Requests: To request an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall give the Owner and the Architect written notice thereof within ten (10) days after the occurrence of the event giving rise to the request, together with detailed estimates of the impact on the Contract Price and/or the Contract Time.
  - 1. This notice shall be given by the Contractor before proceeding to execute the Work.
  - 2. No request shall be considered unless made in accordance with this Article; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such request, or of the extension of the Contract Time, and/or the increase in the Contract Price.
  - 3. Contractor shall proceed to execute the Work even though the adjustment has been rejected or not agreed upon.
  - 4. Failure to provide the required notice within the stated time constitutes an express waiver of request.
  - 5. Any change in the Contract Price or extension of the Contract Time resulting from such request shall be authorized by a Change Order.

#### **1.09 CHANGE ORDERS ("CO")**

- A. No Changes Without Authorization;
  - 1. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order or an order by the Architect for a minor change in the Work as herein provided.
  - 2. Owner 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 same shall have been authorized by and the cost thereof approved in writing by Change Order.
  - 3. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.
  - 4. 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.
  - 5. Notwithstanding anything to the contrary in this Article, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the Owner, the Architect, the Contractor, and associated Construction Change Document (CCD) approved by DSA.
- B. Owner will designate in writing the person who is authorized to execute change orders.
- C. Contractor may initiate changes by submitting a written notice to Architect containing:
  - 1. Description of the proposed changes.

2. Statement of the reason for making the changes.
  3. Statement of the effect on the contract sum and the contract time.
  4. Statement of the effect on the work of separate contractors.
  5. Documentation supporting any change in contract sum or contract time as appropriate.
- D. A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Contractor, and the Architect stating their agreement upon all of the following:
1. a change in the Work;
  2. the amount of the adjustment in the Contract Sum, if any; and
  3. the extent of the adjustment in the Contract Time, if any.
- E. The following paragraph shall be a part of each Change Order:
1. The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.
- F. For a "close out" Change Order (i.e., the final Change Order on the project), add the following paragraph.
1. By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:  
  
"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

#### **1.10 EXECUTION OF CHANGE ORDERS**

- A. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- B. Transmittal and Distribution:
1. Architect will prepare and execute the Change Order and forward to Contractor.



2. Contractor shall execute the Change Order and forward to Architect. Architect will forward Change Order to Owner.
3. Owner will execute the Change Order and forward to the Architect.

#### **1.11 CORRELATION OF CONTRACTOR SUBMITTALS**

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

##### **3.01 ELECTRONIC PROCESSING PROCEDURES**

- A. Modification requests shall be transmitted to the Architect using the project's cloud-based file sharing and storage service ("project's website") with electronic, editable (PDF) format attachments, as required. The cloud-based file sharing and storage service will be selected by the Architect.
- B. Contractor's cost related to use of the project's website services shall be included in the Contractor's bid.
- C. Provide hardcopy submittals if requested by Architect.
- D. The Architect's review comments and/or direction will be made available on the project's website for downloading.
- E. Contractor will distribute a hardcopy of all reviewed request and direction to the Inspector of Record, Owner, and Construction Manager.

#### **END OF SECTION**

(MODIFICATION PROCEDURE FORMS FOLLOW)

REQUEST FOR INFORMATION  
ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS  
REQUEST FOR PROPOSAL  
POTENTIAL CHANGE ORDER

CHANGE ORDER



-O-1.4

## Request for Information

Detailed, RFIs without Routing Information Grouped by RFI Number

			Project Number:
			DSA Application:
			DSA File:
			Date Created:
<b>Answer Company</b>	<b>Answered By</b>	<b>Author Company</b>	<b>Authored By</b>
Quattrocchi Kwok Architects			
636 5th Street			
Santa Rosa, CA 95404			
<b>Co-Respondent</b>		<b>Author RFI Number</b>	
<b>Subject</b>	<b>Discipline</b>	<b>Category</b>	
<b>Cost Impact</b>	<b>Amount</b>	<b>Schedule Impact</b>	<b>Days</b>
		0	
<b>Drawing Impact</b>			
<b>Cost Impact Comments</b>	<b>Schedule Impact Comments</b>	<b>Drawing Impact Comments</b>	
<b>Drawing/Specification Section Reference:</b>			
<b>Question</b>			<b>Date Required:</b>
<b>Suggestion</b>			
<b>Answer</b>			<b>Date Answered:</b>



-O-1.5

## Architect's Supplemental Instruction

Detailed, Grouped by Each Number

Project Number:	
DSA Application:	
DSA File:	
<b>Number:</b>	<b>Date:</b>
<b>To:</b>	<b>From:</b> Quattrocchi Kwok Architects
	636 5th Street Santa Rosa, CA 95404
<b>Subject</b>	
<b>Reference Drawing/Detail</b>	<b>Attachments</b>
<b>Description</b>	



-O-1.6

## Request for Proposal

---

Project Number:  
DSA Application:  
DSA File:

---

### RFP \_\_

Please submit an itemized proposal for changes in the Contract Sum or Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten (10) days or notify the Architect in writing of the date on which you anticipate submitting your proposal. Proposal shall include all impacts related to this change and contractor is due no further completion than represented by proposal for change or any impacts related to change.

THIS IS NOT A CHANGE ORDER OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Please provide itemized pricing for the following description of work:

### Attachments:



## Potential Change Orders

Detailed, Grouped by Each Number

Project Number:  
DSA Application:  
DSA File:

PCO Number:	Title:	Status:
Date Created	Reference	

### Full Description

### Schedule Adjustment

Requested Days	Approved Days
----------------	---------------

### Price Adjustment

Proposed Amount	Approved Amount	Applied Amount
-----------------	-----------------	----------------

PROJECT:

Project No.:

c.

DSA App, No.:

Purge  
of

Line TITLE:

ADDED

CREDIT

ALL LINES SHOULD BE FILLED IN. (zero values acceptable).

**GENERAL CONTRACTOR'S WORK**

1 Material (attach itemized quantity and unit cost excluding sales tax)

2 Labor (attach itemized hours and rates)

3 Equipment (attach invoices)

4 Subtotal

5 General Contractor's Overhead and Profit,  
not to exceed fifteen percent (15%) of line 4,

6 Subtotal

7 Liability and Property Damage Insurance, Worker's  
Compensation Insurance, Social Security, and  
Unemployment Taxes, not to exceed thirty-three percent  
(33%) of line 2.

8 Subtotal General Contractor Work (sum of lines 6 and 7.)

**SUBCONTRACT WORK** (Provide separate breakdown for each subcontract)\*

9 Material (attach itemized quantity and unit cost excluding sales tax)

10 Labor (attach itemized hours and rates)

11 Equipment (attach invoices)

12 Subtotal

13 Subcontractor's Overhead and Profit on work performed  
by Sub-contractor, not to exceed fifteen percent (15%) of line 12.

14 Subtotal

15 General Contractor's overhead and Profit on subcontract work,  
not to exceed ten percent (10%) of line 14.

16 Liability and Property Damage Insurance, Worker's  
Compensation Insurance, Social Security, and Unemployment Taxes, not  
to exceed thirty-three percent (33%) of line 10.

17 **Total of Subcontract Work** (sum of lines 14, 15 and 16)

18 Subtotal General Contractor and Subcontractor Work  
(sum of lines 8 and 17.)

19 Applicable Taxes (itemized by levy and by Contract)

20 Subtotal (sum of lines 18 and 19)

21 Bond not to exceed one and one half (3 1/2%) of line 20.

22 **TOTAL** (sum of lines 20 and 21.) Copy to cover page.

\* Attach additional copies of this page as required to summarize additional subcontracts.

CHANGE  
ORDER

Distribution to		ffREF!!
<input checked="" type="checkbox"/>	OWNER	CO 00
<input checked="" type="checkbox"/>	ARCHITECT	
<input checked="" type="checkbox"/>	CCTMTŁACTDR	
<input checked="" type="checkbox"/>	IOR	
<input checked="" type="checkbox"/>	DSA	
<input type="checkbox"/>		

000

PROJECT Change Order No. Zero (00)

CONTRACTOR

DSA File No.  
OBA Ay. No.  
OPSC App. too.

You are directed to make the following changes in this contract: (Refer to Attached Summary)  
Reserved for Architect's Stamp Reserved for DSA Approval Stamp

The Contract Sum will be UNCHANGED by this Change Order in the amount of \$  
The Date of Completion as of the date of this Change Order: 1/HY190Ł

indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost

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SUMMARY OF ATTACHMENTS TO:  
PROJECT

Change Order No. Zero (00)  
Project No. \_\_\_\_\_  
Contract For: \_\_\_\_\_  
DSA App. No. \_\_\_\_\_

The Time for Milestone 1 will be UNCHANGED by this Change Order in the amount 0 Days  
The Date of Milestone 1 as of the date of this Change Order therefore is 1/0/1900  
The Time for Milestone 2 will be UNCHANGED by this Change Order in the amount 0 Days  
The Date of Milestone 2 as of the date of this Change Order therefore is 1/0/1900  
The Time for Milestone 3 will be UNCHANGED by this Change Order in the amount 0 Days  
The Date of Milestone 3 as of the date of this Change Order therefore is 1/0/1900

					Calendar Days Added to Contract			
No.	Reference:	Description:	C.O.R. #	Amount	DoC	M1	M2	M3
TOTALS: \$					-	0	0	0
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END OF SUMMARY

## **SECTION 01 2900**

### **APPLICATIONS FOR PAYMENT**

#### **PART 1 GENERAL**

##### **1.01 DESCRIPTION**

- A. Payment Procedures:
  - 1. Schedule of Values.
  - 2. Applications for Payment.
  - 3. Conditions of Payment.
  - 4. Final Payment.
  - 5. Contractor Submittals.
- B. Related Documents
  - 1. Document - Contract (Agreement Between Owner and Contractor): Lump Sum.
  - 2. Document - General Conditions: Progress Payments, Retainages and Final Payment, Applicability of Labor Compliance Program.
  - 3. District Labor Compliance Program, as applicable to the project.
  - 4. Section 01 2600 - Modification Procedures: Change Orders.
  - 5. Section 01 3900 - Coordination and Meetings.
  - 6. Section 01 3300 - Submittals: Submittal procedures.
  - 7. Section 01 3200 - Construction Progress Schedules.
  - 8. Section 01 7000 - Contract Closeout: Final payment.

##### **1.02 SUBMITTALS**

- A. On forms approved by the Owner, the Contractor shall furnish the following:
  - 1. Within ten (10) days of the award of the Contract, a detailed breakdown of the Contract Price (Schedule of Values) for each Project or Site;
  - 2. Within ten (10) days of the award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;
  - 3. Within ten (10) days, the name, address, telephone number, fax number, license number, and classification of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.
  - 4. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;
  - 5. Five (5) days prior to the submission of a pay request, the minutes of Coordination Meetings per Section 01 3900.
  - 6. Five (5) days prior to the submission of a pay request, updated Construction Progress Schedule per Section 01 3100.

7. Five (5) days prior to the submission of a pay request, updated Construction Waste Management Plan with Delivery Receipts per Section 01 7419.
  8. For all public works projects subject to prevailing wage requirements of the Labor Code: submittal of electronic certified payroll records to the State Labor Commissioner maintained on a weekly basis, as required (Labor Code Section 1776), and penalties for failure to do so (Labor Code Section 1776(g)); The requirement includes and applies to all subcontractors performing work on projects even if their portion of the work is less than one half of one percent of the total amount of the contract.
- B. Owner Approval Required
1. The Owner shall review all submissions received pursuant to paragraph 1.03 A. in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.
- C. Submit itemized applications typed on Application and Certificate for Payment and Continuation Sheet.
- D. Provide itemized data on continuation sheet:
1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Architect.
- E. Obtain signature of Owner's Inspector on Application for Payment Continuation Sheet with each application prior to submittal to Architect.

### **1.03 SCHEDULE OF VALUES**

- A. The Schedule of Values shall be used only as the basis for the Contractor's Progress Payments.
- B. Upon request of the Architect, support the values with data which will substantiate their correctness.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
1. Contractor's construction schedule.
  2. Application for Payment form.
  3. List of subcontractors
  4. List of products.
  5. List of principal suppliers and fabricators.
  6. Schedule of submittals.
- D. Form of Schedule: Submit schedule on Application for Payment Continuation Sheet. Identify schedule with;
1. Title of Project and location, and name of Owner.
  2. Architect and Architect's Project Number.
  3. Name and address of Contractor.
  4. Contract designation.
  5. Date of submission.

- E. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction. Modify detail as requested by Architect.
- F. Follow the table of contents of this Project Manual as the form for listing component items.
  - 1. Identify each line item with the number and title of the respective section of the specifications.
  - 2. Include separate line items for each section of Division 01.
- G. For each major line item which has installed value of more than \$10,000.00, list sub-values of major products or operations under the item.
- H. For the various portions of the Work:
  - 1. Itemize separate line item cost for each of following general cost items (if provided):
    - a. Performance and payment bonds.
    - b. Field supervision and layout.
    - c. Temporary facilities and controls.
    - d. Mobilization.
  - 2. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
  - 3. For items on which progress payments will be requested for stored materials, break down the value into:
    - a. The cost of the materials, delivered and unloaded, with taxes paid.
    - b. The total installed value.
- I. The sum of all values listed in the schedule shall equal the total Contract Sum.

#### **1.04 APPLICATIONS FOR PAYMENT**

- A. Procedure: On or before the twenty-fifth (25th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized if the project is subject to a Labor Compliance Program, or if directed by the Owner for projects not subject to as Labor Compliance Program, and supported by all of the following, or such portion thereof as Architect requires:
  - 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;
  - 2. The amount being requested with 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;
  - 3. The balance that will be due to each of such entities after said payment is made;
  - 4. A certification that the Record Drawings and Annotated Specifications are current;
  - 5. The additions to and subtractions from the Contract Price and Time;

6. A summary of the retentions (each Application shall provide for retention, as set forth above, of the amount due until completion of the Work of the Contractor and Final Acceptance thereof by Owner);
  7. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
  8. The percentage of completion of the Contractor's Work by line item; and
  9. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment.
- B. Application Form:
1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  3. Execute certification with signature of a responsible officer of Contract firm.
- C. Continuation Sheets:
1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
  2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
  3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
    - a. List by Change Order Number, and description, as for an original component item of work.
- D. 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 Owner. Therefore, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves, the payment in writing.
- Payments made on account of materials and equipment not incorporated in the Work shall be conditioned upon submission by the Contractor, Subcontractor, or vendor of:
- a. bills of sale and such other documents satisfactory to the Architect and the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, and:
  - b. including, without limitation, provision of applicable insurance and transportation to the Site.
2. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Contractor and the Subcontractor and delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, if stored off-Site, stored only in a bonded warehouse.

E. Warranty of Title: The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

F. Progress Payments:

1. Payments to Contractor

- a. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety five (95) percent of the value of the Work performed up to the last day of the previous month unless a different retention percentage is stated in the Notice Inviting Bids, in which case that percentage applies, less the aggregate of previous payments. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment.
- b. 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 Owner concerning the Work, or any portion thereof, remains uncomplished with. At any time after fifty percent (50%) of the Work has been completed, if the Owner, by action of its governing body, finds that satisfactory progress is being made, the Owner may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as the Owner may find appropriate based on the Contractor's progress.

2. Payments to Subcontractors: No later than ten (10) days after receipt, 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, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

3. Percentage of Completion or Payment Information: The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

4. No Obligation of Owner for Subcontractor Payment: The Owner 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.

5. Payment to Suppliers: Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 1.05 F. 2., 3. and 4.

6. Payment Not Constituting Approval or Acceptance: An approved Request for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of work not in accordance with the Contract Documents.
  7. Joint Checks: Owner shall have the right, if necessary for the protection of the Owner, 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 Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.
- G. Labor Compliance: A determination regarding whether this project is subject to prevailing wage requirements of the Labor Code is included in the Instructions to Bidders. Further information is contained in the General Conditions. The Contractor is responsible for enforcement of the terms and conditions of the Labor Code, including electronic certified payroll reporting and posting job site notices prescribed by regulation.

#### **1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS**

- A. Each and every Application for Payment shall be accompanied with the complete substantiating data specified in this Section in the article titled CONDITIONS OF PAYMENT.
- B. When the Owner or the Architect requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
  1. Project.
  2. Application number and date.
  3. Detailed list of enclosures.
  4. For stored products:
    - a. Item number and identification as shown on application.
    - b. Description of specific material.

#### **1.06 COMPLETION AND FINAL PAYMENT**

- A. Final Inspection
  1. Contractor shall immediately upon receipt of the Punch List, initiate work on all items therein related to Contractor's Work and diligently complete the same. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect shall inspect the Work and shall submit to Contractor and Owner a final inspection report noting the work, if any, required in order to complete the Work in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.
  2. Upon completion of the Work contained in the final inspection report, the Contractor shall so notify the Owner, who shall again inspect such Work. If the Owner finds the Work contained in such final inspection report acceptable under the Contract Documents and, therefore, the Work fully completed, it shall so notify Contractor, who shall then submit to the Architect its final Application for Payment.

3. Upon receipt and approval of such final Application for Payment, the Architect shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The Owner shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the Owner shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from Owner, pay the amounts due Subcontractors.
- B. Retainage: The retainage, less any amounts disputed by the Owner or which the Owner has the right to withhold, shall be paid after approval of the Owner of the Architect's Certificate of Payment referred to in paragraph 1.07 A., after the satisfaction of the conditions set forth in paragraph 1.07 C., and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by Owner. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents.
- C. Procedures for Application for Final Payment: The Application for Final Payment shall be accompanied by the same details as set forth in paragraph 1.05, and in addition, the following conditions must be fulfilled:
  1. A full and final waiver of all liens in connection with the Work shall be submitted by Contractor, including a release of lien in recordable form, together with (to the extent permitted by law) a copy of the full and final waiver of all liens, including a release of lien in recordable form, in connection with the Work obtained by Contractor from each person to receive a payment thereunder, which waivers of lien shall be in a form as approved by Owner.
  2. The Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.
  3. 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.
  4. The Contractor shall deliver to the Owner reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, all guarantees, and operation and maintenance instructions for equipment and apparatus.
  5. Architect shall have issued a Final Certificate of Payment.
  6. The Contractor shall have delivered to the Owner all manuals and materials required by the Contract Documents.



7. The Contractor shall have removed, or caused to be removed, all waste materials and rubbish from and about the Site, as well as all tools, construction equipment, machinery, surplus material, scaffolding equipment, and any other similar materials of the Contractor or any subcontractor, shall have cleaned, or caused to be cleaned, all glass surfaces, and shall have left the Work broom-clean, except as otherwise provided in the Contract Documents.
- D. Fill in Application form as specified for progress payments and present the final statement of accounting.
- E. Use continuation sheet for presenting the final statement of accounting as specified in Section 01 7000 - Contract Closeout.
- F. Fill out and submit with application for final payment:
  1. Contractor's Affidavit of Payment of Debts and Claims.
  2. Contractor's Affidavit of Release of Liens.
  3. Consent of Surety Company to Final Payment.
  4. Release Form 3 Conditional Waiver and Release Upon Final Payment.
- G. Fill out and submit to Owner prior to receipt of final payment: Release Form 4 Unconditional Waiver and Release Upon Final Payment

#### **1.07 SUBMITTAL PROCEDURE**

- A. Submit Applications for Payment to Architect at the times stipulated in the Agreement.
- B. Number: Five copies of each Application, or four copies in addition to number required by Contractor.
- C. Each Application shall include all of the items listed in the Article titled CONDITIONS OF PAYMENT.

#### **1.08 CONDITIONS OF PAYMENT**

- A. Contractor submittal of the following items attached to the Application for Payment Transmittal following this Section with original signature of the Contractor's Project Superintendent, with each and every Application for Payment is a condition precedent to receipt of payment.
  1. Certification of Review of Payment Application by original signature on the Application for Payment Transmittal of Contractor's Superintendent. This document shall be counter-signed signifying review and approval by Owner's Inspector of Record.
  2. Application for Payment with schedule of values for the period during which Work was performed.

3. Completed Daily Reports for the applicable billing period. Contractors shall maintain daily records of their activities, subcontractors present, number of workers representing each subcontractor, number of workers employed by the Contractor, and any other information deemed pertinent by the Contractor. Architect is not required to review or comment on this information.
  4. Completed Schedule Update for the applicable billing period, with all attachments as may be required by Section 01 3100 for that submittal.
  5. Provide Certification by original notarized signature of Contractor's Project Superintendent on the Application for Payment Transmittal that the project is on schedule and that the Contractor has experienced no delays or schedule disruptions.
    - a. In the event that a Contractor has experienced delay or disruption in the period for which payment is applied, Contractor must so indicate in writing with original signature on Contractor's company letterhead attached to this certification stating the nature of the delay or disruption, the event that precipitated said delay, and the method of recovering the lost time and maintaining the schedule recommended by the Contractor. Failure to so timely indicate delay or disruption shall be construed as a waiver of claim for damages for same.
  6. Certification by original notarized signature of Contractor's Project Superintendent on the Application for Payment Transmittal that Contractor has updated all As-Built Drawings in the Project Superintendent's office.
  7. Completed Conditional Waiver and Release Upon Progress Payment Forms for the Contractor and any and all Subcontractors, second and third tier subcontractors and material suppliers or service providers.
  8. Completed Unconditional Waiver and Release Upon Progress Payment Forms for previous billing period, if any. Contractor to provide one Unconditional Waiver and Release Upon Progress Payment for every corresponding Conditional Waiver and Release submitted with previous Application for Payment.
  9. Copy of Verified Report Form DSA6, as required during the applicable billing period.
- B. When Architect finds Application and all required submittal attachments properly completed and correct, he or she will transmit Certificate for Payment to Owner, with copy to Contractor. Incomplete or improper submittals will be returned to the Contractor without action.

#### **1.09 REVIEW OF PROGRESS PAYMENT**

- A. Owner Approval: The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either certify such payment or notify the Contractor in writing of the Architect's reasons for withholding certification in whole or in part as provided above.

- B. Architect's Review: The review of the Contractor's Application for Payment by the Architect is based on 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 Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the review by the Architect will not be a representation that the Architect has:
1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
  2. Reviewed construction means, methods, techniques, sequences, or procedures;
  3. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or
  4. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
  5. Reviewed or examined for accuracy or completeness any documentation submitted to comply with the Owner's Labor Compliance Program.

#### **1.10 DECISIONS TO WITHHOLD PAYMENT**

- A. Reasons to Withhold Payment: The Owner may decide to withhold payment in whole, or in part, to the extent reasonably necessary to protect the Owner if, in the Owner's opinion, the representations to the Owner required by the Article titled REVIEW OF PROGRESS PAYMENT cannot be made. The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of:
1. Defective Work not remedied;
  2. Stop Notices filed, unless the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claims;
  3. Liquidated damages assessed against the Contractor;
  4. Reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
  5. Damage to the Owner, another contractor, or subcontractor;
  6. Unsatisfactory prosecution of the Work by the Contractor;
  7. Failure to store and properly secure materials;

8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports, certifications, certified payrolls, any submittals required by the Labor Compliance Program but not enumerated in this or other sections of these specifications, as applicable, and other submittals specified as conditions precedent to receipt of payment in the Article titled CONDITIONS OF PAYMENT;
  9. Failure of the Contractor to maintain record drawings;
  10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
  11. Unauthorized deviations from the Contract Documents; or
  12. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
  13. Failure of the Contractor to conform to the requirements of the Labor Compliance Plan as applicable.
- B. Written Reasons for Withholding Provided: Upon request of the Contractor whose payment is deferred, the Contractor shall be given a written copy of Owner's reasons for withholding payment.
- C. Payment After Cure: When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.
- D. Labor Compliance Penalties: In addition to the remedy of withholding payment, the Owner may assess penalties as described in the Labor Compliance Program or as otherwise required by law for failure of the Contractor to conform to the requirements of the Labor Compliance Plan.

#### **1.11 SUBSTITUTION OF SECURITIES**

- A. In accordance with § 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.
- B. Securities eligible for investment under this section shall include those listed in Government Code § 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.
- C. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

D. The escrow agreement used for the purposes of this Section shall be substantially similar to the form set forth in Public Contract Code § 22300.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

(APPLICATION FOR PAYMENT FORMS FOLLOW)  
APPLICATION FOR PAYMENT TRANSMITTAL  
APPLICATION AND CERTIFICATE FOR PAYMENT  
APPLICATION FOR PAYMENT CONTINUATION SHEET  
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS  
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LEINS  
CONSENT OF SURETY TO FINAL PAYMENT  
RELEASE FORMS 1 THROUGH 4

WHEN NOTED IN THE GENERAL CONDITIONS AS PART OF THE PROJECT,  
DISTRICT LABOR COMPLIANCE PROGRAM WILL BE  
BOUND FOLLOWING THIS SECTION

RELEASE FORM 1  
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT  
(Civil Code Sec. 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND  
PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY  
ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: .....

Name of Customer: .....

Job Location: .....

Owner: .....

Through Date: .....

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: .....

Amount of Check: \$ .....

Check Payable to: .....

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: .....

Amount(s) of unpaid progress payment(s): \$ .....

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: .....

Claimant's Title: .....

Date of Signature: .....

RELEASE FORM 2

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT  
(Civil Code Sec. 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: .....

Name of Customer: .....

Job Location: .....

Owner: .....

Through Date: .....

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ .....

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: .....

Claimant's Title: .....

Date of Signature: .....



RELEASE FORM.3

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
(Civil Code Sec. 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND  
PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY  
ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: .....

Name of Customer: .....

Job Location: .....

Owner: .....

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: .....

Amount of Check: \$ .....

Check Payable to: .....

**Exceptions**

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ .....

**Signature**

Claimant's Signature: .....

Claimant's Title: .....

Date of Signature: .....

RELEASE FORM 4

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
(Civil Code Sec. 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: .....

Name of Customer: .....

Job Location: .....

Owner: .....

Through Date: .....

**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 the following:

Disputed claims for extras in the amount of: \$ .....

**Signature**

Claimant's Signature: .....

Claimant's Title: .....

Date of Signature: .....

# APPLICATION FOR PAYMENT TRANSMITTAL

Disfriu tion fo:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	INSPECTOR

Disfriu tion fly: \_\_\_\_\_ - 0 - 1.11

<input checked="" type="checkbox"/>	FAX
<input checked="" type="checkbox"/>	MAIL
<input type="checkbox"/>	OVERNIGHT
<input type="checkbox"/>	HAND DELIVERY

**A4P**

P:\ProjectNo.ProjectName\Files\O-CA\11-A4PLCPv2.0\4/2003

PROJECT:	ARCHITECT:	Application No.
0	<b>Quattrocchi Kwok Architects</b>	Date:
0	<b>636 Fifth Street</b>	Arch. Ptoject No.:
0	<b>Santa Rosa, CA 95404</b>	Cortt ract For:
0	Fax 707-576-0295	Cor\t ract Date:
		DSA File No.:
OWNER:	Inspector of Record	DSA App. No.:
0	0	OPSC App. No.:
0	0	Contr. Project No.:
0	0	
Fax:	0	Phone:
	Fax0	0

The following documents are attached to this transmittal, in accordance with Section 01027 - Applications for Payment. This certification must accompany each Application for Payment.

	Completed (signed)
1 Application for Payment and Schedule of Values (AIA Forms G702 and G703)	_____
2 Contractor's Certified Payroll Report for billing period electronically submitted to DIR.	_____
3 Contractor's Complete Daily Logs for billing period noted.	_____
4 Completed Schedule update for the billing period noted.	_____
5 Complete Conditional Waiver and and Release upon Progress Payment form.	_____
Complete Unconditional Waiver and Release upon Progress Payment Form for month preceding.	_____
7 Original signature copies of DSA SSS-6 Verified Report Form (required for Release of Final Payment).	_____

*US PEC TOR. '*

The undersigned has reviewed the attached Application for Payment and finds it representative of the work completed and material stored at the site. I recommend that the Architect certify and the District process payment to the Contractor as noted on the Application for Payment.  
All the above prerequisites for Progress Payment have been met by the Contractor.

*C ONTR AC TOR. '*

The undersigned certifies under penalty of perjury that the attached submittals are complete and correct; that the project is on schedule and has experienced no delays or disruption through the date of this transmittal except as shown on the attached Project Schedule of same date; and the Record drawings have been maintained and updated in accordance with the Contract Documents through the period as shown on the attached Application for Payment.

0  
0  
0

By \_\_\_\_\_  
original signature required  
Date: \_\_\_\_\_

0  
0  
0

State of:  
County of:  
Subscribed and sworn to  
before me this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_  
original signature required

Date:

Notary Public:  
My Commission expires: \_\_\_\_\_ Notary Stamp Above  
Notary stamp required for projects with Labor Compliance Pro gram

---

NOTE: All required original signatures must be affixed before processing of Application by the Architect.  
Incomplete applications may be returned without action.

Application and Certificate for Payment

TDEhVHER:PNfuEOT:APPLICATION fiO.:DISTRIBUTION IO:PERQ D TO :Owner ☐

FOR CONTRACTORCONTRACT DATE

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM.....\$  
2.....\$  
3. CONTRACT SUM TO DATE (line 1 + 2).....\$  
4. TOTAL COMPLETED & STORED TO DATE (column G) .....\$

The undersigned contractor certifies and declares under penalty of perjury under the laws of the state of California that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have

CONTRACTOR:Date:

6. TOTAL EARNED LESS RETAINAGE.....  
(Line 4 minus Line 5 Total)  
LESS PREVIOUS CERTIFICATES FOR P.....  
(Line 6 from prior Certificate)  
CURRENT PAYMENT DUE.....  
BALANCE TO FINISH, INCLUDING RETAINAGE.....

ARCHITECTS CERTIFICATE FOR PAYMENT

The AMOUNT CERTIFIED is payable only to the Contractor named herein,   
in full payment of all amounts due to the Contractor.

Application and Certificate for Payment, or Application for Payment, Construction Manager as Advisor Edition, containing Contractor's signed certification is attached. In tabulation below, amounts are in US dollars. Use Column 1 on Contracts where variable pricing for items may apply.

[illegible]

# Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

The undersigned I+we by certt es that, ex'rept as lated below, paynrznt fas been made fi+ ful I and at I obligations have of ere'ise been  
satéTfed lot all materials and egifipmer+t furnished, lot all work, labot and services gerfortrm:J, ar+d for all max+vn i+u:Jeb¥&ress and  
ter which the Owmr nr weeks prc•p'ey freight in any wy be heIG nzspensihle or encmberecl.

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AMENDSATTAQfed' NEO:ETO.  
consent of MseeY @ Final Payment.  
Wtrenevet surely is irwzilved, conse+rt of  
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used fix this purpose.

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contractor b rTelaase of waivet of Led+s,  
cor+dtbc'naI n teozipr of fir+at payment.

(Printed name and title)

Subcontractors and material and equipment  
suppliers, to the extent required by the Owner,

Subscribed and sworn to before me on this date:  
Notary Public

# Contractor's Affidavit of Release of Leins

Eco-. homo o<x/odo'rvs\*

A9ctTrrfCf\*g P4 NfTT NUMBEg.

QWNEg o

The undersigned I+weby certttés that to ttre ben of ttre uru:Jet s)gnedb informs and belrzf, expr as ltsted bek'w, the releases or w atvers of le in aTtuhed betern iruJude the fanttactot, all Subrontra:J'srs, a ll spplrzs of ma¥rials and equip+rt, and at lperformrzs of i/York, labor or servk:es wxf have or may have leir+sorencumbrance of ttre rigtr @ assenlrzr+sormembranees against arYy property of the Owner arténg in any number out of ttre performar+m of the coral releterred above.

gU0P'DftTfNG D 'gUMENTS ATTAQJ ED' NE8ETO:

CONTRACTOR: (Name and address)

1

contractor brTelaase of waivet of Led+s, cor+dtbc'nal n teozipr of fir+at payment.

Subcontractors and material and equipment suppliers, to the extent required by the Owner,

(Signature of authorized representative)

(Printed name and title)



## Consent of Surety to Final Payment

**PROJECT:** *(Name and address)*

**ARCHITECT'S PROJECT NUMBER:**

**OWNER** ☐

**ARCHITECT** ☐

**CONTRACT FOR:**

**CONTRACTOR** ☐

**SURETY** ☐

**OTHER** ☐

**TO OWNER:** *(Name and address)*

**CONTRACT DATED:**

---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of

*(Insert name and address of Contractor)*

, SURETY,

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety of  
any of its obligations to

*(Insert name and address of Owner)*

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

*(Insert in writing the month followed by the numeric date and year.)*

---

*(Surety)*

---

*(Signature of authorized representative)*

Attest

(Seal):

---

*(Printed name and title)*

**SECTION 01 3200**  
**CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Prepare cost loaded Construction schedule using the critical path method (CPM) demonstrating fulfillment of all contract requirements.
- B. Submittals and Distribution.
- C. Review.
- D. Rain days.
- E. **Schedule of Milestones.**

**1.02 RELATED SECTIONS**

- A. **Document 00 5200 – Contract: Contract Duration and provisions for liquidated damages.**
- B. Section 01 2900 - Applications For Payment: Schedule of values.
- C. Section 01 4000- Quality Control: Inspection and testing reports.

**1.03 DEFINITIONS**

- A. Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations to determine when activities can be performed and the critical path of the Project.
- B. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall project duration.
- C. Network Diagram: A graphic diagram of a network schedule, showing the activities and activity relationships.
- D. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path.
  - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- E. Event: An event is the starting or ending point of an activity.

- F. Milestone: A key or critical point in time for reference or measurement.
- G. Float is the measure of leeway in activity performance.
  - 1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  - 2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
  - 3. Float time shall accrue to the Owner and to the Owner's benefit.

#### **1.04 QUALITY ASSURANCE**

- A. Scheduler: Contractor's personnel or Specialist Consultant to the Contractor specializing in CPM scheduling with three years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within forty-eight (48) hours of request.
- B. Designate, in writing, an authorized representative who will be responsible for the preparation of the CPM schedule and progress of the project. The Contractor's representative shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the Construction Schedule requirements.
- C. Within 5 calendar days from Notice of Award, submit demonstration of competence in use of CPM scheduling, including evidence of the use of CPM scheduling as specified above. In the event of failure to satisfy Architect of competence, the Contractor shall be required to employ a qualified CPM consultant to be approved by the Architect.
  - 1. The cost of revision to the CPM schedule, not resulting from authorized contract changes, shall be the responsibility of the Contractor.

#### **1.05 SCHEDULE OF INSPECTIONS AND TESTS**

- A. Provide information regarding tasks requiring special inspection and tests to District's inspection and testing laboratory, as requested.

#### **1.06 CONSTRUCTION SCHEDULE**

- A. Prepare the Construction Schedule using the network analysis diagram system known as the critical path method (CPM). Follow procedures outlined in AGC's "Construction Planning & Scheduling".
  - 1. Proceed with preparation of the network diagram immediately following Notice of Award.
  - 2. Follow the steps necessary to complete development of the network diagram in sufficient time to submit the CPM Schedule so it can be accepted for use no later than 30 days after commencement of the Work.
  - 3. Conduct educational workshops to train and inform key project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule.
  - 4. Establish procedures for monitoring and updating the CPM Schedule and for reporting progress. Use "one working day" as the unit of time.
- B. CPM Schedule Preparation: Prepare a list of all activities involved in the Project. Include a list of activities required to complete the Work. Provide the best data available for generation of the network diagram and the CPM Schedule.

1. Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities.
  2. Indicate estimated times for the following activities to be performed:
    - a. Preparation and processing of submittals.
    - b. Purchase of materials.
    - c. Delivery.
    - d. Fabrication.
    - e. Installation.
  3. Include, in the network diagram, separate activities showing:
    - a. Preparation and submittal of shop drawings.
    - b. Architect review of shop drawings, including review and selection of colors.
    - c. Procurement and delivery of materials and equipment.
    - d. Installation and testing of major equipment.
    - e. Required delivery for all Owner supplied, Contractor installed items.
  4. Include a legend showing:
    - a. Each location or area code number and the place or location it refers to.
    - b. Each responsibility or trade code number and the trade or entity it refers to.
  5. Indicate each building or separate area as a separately scheduled element of the Work.
  6. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  7. Where the work of several trades is combined into one activity, the Contractor shall furnish, for each such combined activity, the cost breakdown of each trade on sheets separate from the network diagram. The sum of the costs for each trade shall equal the total dollar value of each such combined activity.
- C. Submit the following supporting data with the submittal of the original CPM construction schedule. Any changes to this information shall be submitted with successive updates and revisions.
1. The proposed number of working days per week.
  2. The holidays to be observed during the duration of the contract (by day, month, and year).
  3. The planned number of shifts per day.
  4. The number of hours per shift.
  5. The planned usage of major construction equipment on the site, on a monthly basis.
  6. The average weekly manpower usage for each trade to be employed on the project.
- D. Processing: Enter prepared data on the processing system. Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM Schedule within the limitations of Contract Time.
- E. Format: Display the full network on a single sheet of stable transparency, or other reproducible media, of sufficient width to show data clearly for the entire construction period.
1. Mark the critical path. Locate the critical path near the center of the network; locate paths with the most float near the edges.
  2. Sub networks on separate sheets are permissible for activities clearly off the critical path.
- F. Initial Issue: Prepare the initial issue of the CPM Schedule network diagram from a listing of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports to show the following:

1. The Contractor or subcontractor and Work or activity.
  2. Description of the activity.
  3. Principal events of that activity.
  4. Immediate preceding and succeeding activities.
  5. Early, late and actual start dates.
  6. Early, late and actual finish dates.
  7. Activity duration in working days.
  8. Total float and free float time. Float time shall accrue to the Owner and to the Owner's benefit.
  9. Average size of work force.
  10. Monetary value of activity (coordinated with the Schedule of Values).
- G. Value Summaries: Prepare 2 cumulative value listings, sorted by finish dates.
1. In first listing, tabulate the following:
    - a. Activity number.
    - b. Early finish date.
    - c. Dollar value.
    - d. Cumulative dollar value.
  2. In second listing, tabulate the following:
    - a. Activity number.
    - b. Late finish date.
    - c. Dollar value.
    - d. Cumulative value.
  3. In subsequent issues of both listings, substitute actual finish dates for activities completed as of listing date.
- H. Prepare listing for ease of comparison with payment requests: coordinate timing with progress meetings.
1. In both value summary listings, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  2. Submit value summary printouts following each regularly scheduled progress meeting.
  3. Provide monthly project cash flow analysis upon District's request at no additional cost.

#### **1.07 REVISIONS TO SCHEDULES**

- A. Graphically indicate progress of each activity to date of submittal, and projected completion date of each activity as referenced to the baseline date for that activity as shown in the initial schedule.
- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Insert Delay Contingency activities into the critical path at the point where they occur, incorporating the mutually agreed duration per the Article on DELAY CONTINGENCY. Shorten the initial Delay Contingency activity by this mutually agreed duration.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate contractors.

- D. Revision to the CPM schedule may require reallocation of costs. Revised activity cost data shall be submitted with revised CPM schedules as necessary.
- E. After each monthly update or revision, the Contractor shall submit, to the Architect, one complete set of reproducible transparencies of the last accepted CPM schedule, each marked up in red, showing all revisions and changes in accordance with the monthly review meeting.
- F. Within five (5) working days after receipt of notice from the Architect, the Contractor shall submit a revised CPM schedule for any of the following reasons:
  - 1. When delay in completion of any activity, or group of activities, indicates an overrun of the contract time or milestone requirement by 20 working days or ten percent (10%) of the remaining duration, whichever is less.
  - 2. Delays in submittals or deliveries or work stoppage are encountered which make re-planning or rescheduling of the work necessary.
  - 3. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.

#### **1.08 SUBMITTALS**

- A. Submit initial schedules within fifteen (15) calendar days after date of Owner-Contractor Agreement. After review, resubmit required revised data within five days.
- B. Submit revised Progress Schedules with each Application for Payment. Submittal of revised Progress Schedule is a condition precedent to receipt of Payment.
- C. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Architect. In addition, submit each schedule submittal, including initial submittal, in the Scheduling software's complete and original software file format on Compact Disc - Read Only (CD-ROM). Provide one such disk with each schedule submittal. Architect will retain CD-ROM electronic versions.
- D. Submit "two-week look ahead" report in bar-chart format indicating activities scheduled to occur in the up-coming two week period. Provide and discuss these submittals at the progress meetings specified in Section 01 3900 and additionally as requested by the Architect, Owner or Inspector.

#### **1.09 PROGRESS REPORTING, UPDATING AND REVISIONS:**

- A. On a date mutually agreed upon by the Architect and the Contractor, a job site progress meeting will be held each month at which time the CPM schedule will be reviewed and updated. Attendees of this meeting shall include the Architect, the General Contractor and subcontractors, if requested by the Architect. The Contractor shall have its copy of the Payment Request form and all other data required by the Contract Documents accurately filled in and completed prior to this meeting. Job Progress and the CPM schedule will be reviewed to verify:
  - 1. Payment due to the Contractor, based on percentage complete of items in the submitted Payment Request form.
  - 2. Logic, time and cost data for change order work that is to be incorporated into the CPM schedule or Payment Request form.

3. Status of as-built record drawings and as-built record specifications.
- B. The Contractor shall submit a narrative report as a part of its monthly progress review and update

#### **1.10 REVIEW**

- A. Architect's review is limited to verification of compliance with the Contract start and end dates and inclusion of Contract Time adjustments.
- B. To the extent that the CPM schedule or any revised CPM schedule shows anything not jointly agreed upon, it shall be deemed to have not been accepted by the Architect. Failure to include any element of work required for the performance of this contract shall not excuse the Contractor from completing all work required within any applicable completion date of each phase notwithstanding the Architect's acceptance of the CPM schedule.
- C. Acceptance of any revised CPM schedule and all supporting data is contingent upon compliance with all other paragraphs of this section and any other previous agreements or requirements with or by the Architect.

#### **1.11 DELAY CONTINGENCY**

- A. Each Contractor submitting a bid proposal shall make allowance in its proposal and Project Schedule for **sixty (60)** work days for delay to the critical path due to inclement weather or delay due to circumstances beyond the Contractor's control.
- B. Extension of time for delay due to inclement weather or circumstances beyond the Contractor's control will be allowed only in the event that the total number of critical path work days delayed exceeds the number of days allowed in paragraph A of this Article. No time extension will be allowed for delays that do not affect the critical path as set forth in the master schedule.
- C. No time extension will be allowed for inclement weather occurring on any Saturday, Sunday, National or other holiday, including holidays recognized by specific unions, crafts or trades. Exception: If any day defined above is scheduled as a work day under the provisions of the Article CONTRACTOR'S RESPONSIBILITY FOR COMPLETION and approved by the Architect and Owner, or as otherwise approved by the Owner.
- D. A rain day is defined as any day that receives .130" or greater rainfall as reported by a local weather service acceptable to the Architect and is cause for work to be stopped. For the purposes of this project, Rain Days must meet this definition and be mutually approved and agreed upon on the day that a rain day occurs by the Contractor and the Architect. Contractor will post and maintain, in a conspicuous location, a calendar of so-approved rain days at the Contractor's jobsite trailer.

#### **1.12 CONTRACTOR'S RESPONSIBILITY FOR COMPLETION:**

- A. The Contractor agrees that whenever it becomes apparent from the monthly progress review meeting or the schedule that contract completion dates will not be met, it shall take some or all of the following action at no additional cost to the Owner:

1. Increase construction manpower in such quantities and crafts as will bring the progress of the work into conformance with all other requirements of this section.
  2. Increase the number of working hours per shift, shifts per working day, workdays per week, the amount of construction equipment or any combination of the foregoing, to bring the scheduling and progress of the work into conformance with all requirements of the Contract Documents.
  3. Reschedule the work under this contract in conformance with all other contract requirements to demonstrate completion of the contract work within the contract time.
- B. Compensate owner for costs incurred to the Owner for rescheduling or additional testing, inspection, or architectural services made necessary by the Contractor's actions.

#### **1.13 ADJUSTMENT OF THE CONTRACT TIME:**

- A. The contract time will be adjusted only for causes specified in the Contract Documents. In the event the Contractor requests an adjustment of the contract time, it shall furnish such justification, CPM data and supporting evidence as the Architect may deem necessary for a determination as to whether or not the Contractor is entitled to an adjustment of time under the provisions of the contract. Submission of proof based on revised activity logic, duration and cost is obligatory with any request. Requests not conforming to these requirements are deemed to be waived.
- B. The Contract Time will be not be adjusted for any reason, including weather, until the latest accepted schedule clearly displays that the Contractor has used, in full, all the float time available for the Work. Delays in activities which, according to the latest accepted schedule, are not on the critical path in the CPM schedule will not be the basis for an adjustment to the contract time.
- C. The Contractor shall submit each request for an adjustment in the contract time to the Architect in accordance with all other requirements of the Contract Documents. The Contractor shall include, as part of each request:
1. Justification for the delay in narrative form.
  2. A sub network showing all CPM logic revisions, duration changes and cost changes for the work in question and its relationship to other activities on the CPM schedule.
- D. The Architect's determination as to the adjustment of the contract time shall be based upon the latest schedule which has been accepted at the time of the alleged delay and all other relevant information. The Contractor shall submit with every request, an updated CPM schedule whenever the actual field progress of the work does not conform to the accepted schedule in force at the time of the alleged delay. The CPM data, if accepted by the Architect, shall be included in the next monthly updating of the schedule.
- E. The Architect shall, within a reasonable time after receipt of a request and supporting evidence for extension of the contract time, review the facts and shall advise the Contractor, in writing, of its decision.

#### **1.14 DISTRIBUTION**

- A. Distribute copies of reviewed schedules to Project site file, Subcontractors, suppliers, and other concerned parties.



- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- C. Architect will distribute copies to the Owner and the Inspector.

## **PART 2 PRODUCTS**

### **2.01 SCHEDULING SYSTEMS**

- A. Prepare schedules using professional quality scheduling software systems designed for this purpose, capable of producing results specified.
- B. Acceptable products:
  - 1. Primavera Systems
  - 2. Microsoft Project

## **PART 3 EXECUTION**

### **3.01 MILESTONES**

Refer to Schedule in Agreements

**END OF SECTION**

## **SECTION 01 3300**

### **SUBMITTALS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Submittals required by the Contract Documents. Revise and re-submit as necessary to establish compliance with Contract Documents.
  - 1. It is reasonable that the Contractor will provide a satisfactory submittal by the second submittal. If repeated resubmittals are required, the Owner may "back charge" the Contractor for the cost of review and processing.

##### **1.02 WORK NOT INCLUDED**

- A. Submittals which are not required will not be reviewed by the Architect.
- B. The Contractor may require subcontractors to provide drawings, setting diagrams or similar information as part of the coordination of the Work. The Architect will not review this data.

##### **1.03 RELATED WORK**

- A. Section 01 3100 - Construction Schedules: Dates for submission and dates that reviewed submittals will be required shall be designated in the Construction Schedule.
- B. Section 01 7000 - Contract Closeout: Project record documents.

##### **1.04 QUALITY ASSURANCE**

- A. Submit to the Architect for review, product literature, samples and shop drawings as specified or required to fully describe every item proposed for incorporation in the work. Only approved items may be used.
- B. Prior to submittal, review and coordinate all aspects of each item. Verify that each item and it's submittals conform to Contract Document requirements. Contractor assumes full responsibility for coordinating and verifying information, quantities and dimensions shown in submittals.
- C. Submittals shall include:
  - 1. Date and revision dates.
  - 2. Project title and number.
  - 3. The names of:
    - a. Architect/Engineer.
    - b. Contractor.
    - c. Subcontractor.
    - d. Supplier.
    - e. Manufacturer.

- f. Separate detailer when pertinent.
  - 4. Identification of product or material.
  - 5. Relation to adjacent structure or materials.
  - 6. Field dimensions, clearly identified as such.
  - 7. Specification section number.
  - 8. Applicable standards, such as ASTM number or Federal Specification.
  - 9. A blank space, 8 inches x 3 inches, for the Contractor and Architect stamps.
  - 10. Identification of deviations from Contract Documents.
  - 11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
- D. Indicate review and approval of each submittal prior to transmittal to Architect by affixing Contractor's stamp, initialed or signed, certifying:
- 1. Review of submittal
  - 2. Verification of compliance with requirements of the Contract Documents.
  - 3. Verification of compatibility with other submittals, shop drawings, substitutions, and work of other trades.
  - 4. Coordination with existing job conditions and field construction criteria.
  - 5. Field verification of dimensions.
- E. Architect will review Contractor's stamp language. Revise language in accordance with Architect's comments and provide new stamp if required by Architect.
- F. Architect will return unreviewed any submittal not stamped by the Contractor in accordance with the above.
- G. Direct Architect's attention to any deviations from the Contract Documents . Deviations not so noted shall be considered unreviewed.
- H. Direct Architect's attention to any changes made in submittals other than those specifically requested by Architect. Changes not so noted shall be considered unreviewed.
- I. Work shall not be fabricated, nor material shipped to project site prior to the distribution of approved submittals from the Architect.

#### **1.05 SUBMITTALS**

- A. Make submittals of shop drawings, product data, samples, substitution requests, meeting minutes and other items required by the Contract Documents in accordance with the provisions of this Section.
- B. Submittals shall include all technical and performance data necessary for the Architect to properly evaluate the submittal. Provide physical samples if requested by Architect, whether expressly specified or not.
- C. Incomplete submittals will be return to the Contractor without review. Contractor shall be responsible for delays incurred by incomplete, multiple reviews or rejected submittals.

- D. Provide only one make or brand of any product proposed.

## **PART 2 PRODUCTS**

### **2.01 SHOP DRAWINGS**

- A. Shop drawings are to be drawn at large scale, fully detailed and with all materials and stock or purchased components fully identified. Shop drawings are to be submitted when specified and to illustrate every custom fabricated item or assembly.
- B. Types of prints required: See 3.01 ELECTRONIC SUBMITTAL PROCEDURES.
- C. Drawings are to be identified showing the project name, the Owner's name and account number, the Architect's name and job number, the Contractor's name and the specification section number and drawing detail reference number relating to the work shown.

### **2.02 PRODUCT DATA**

- A. Submit detailed technical literature fully describing every product or item proposed for use including manufacturers and items specified. Include manufacturer's detailed specifications, drawings, photographs, performance criteria, installation instructions, test data, samples of colors and finishes and other information required to fully describe the item.
  - 1. Modify standard product data to delete information which is not pertinent.
  - 2. Provide additional information which is specifically applicable.
- B. Mark all submittals indicating items, options, and finishes proposed, and referencing project specification section and paragraph covering the work in question. Indicate as follows:
  - 1. Performance characteristics and capacities.
  - 2. Dimensions and/or clearances required.
  - 3. Wiring, piping and control diagrams.

### **2.03 SAMPLES**

- A. Samples shall be identical to the precise article proposed, illustrating functional characteristics with all related parts and attachments. Indicate full range of color, textures and patterns.
- B. Samples shall be identified by attaching a label on unexposed side of Samples that include the following:
  - 1. Generic Description of Sample.
  - 2. Product name and name of manufacturer.
  - 3. Number and title of applicable Specification Section.
- C. Submit number of samples as indicated above. Where samples of large complete items such as light fixtures, hardware, etc. are required, one sample will suffice and that will be returned to the Contractor after review.

## **2.04 COLORS AND PATTERNS**

- A. Submit color and pattern selections for all products offering a choice of these attributes unless a specific color or pattern is referenced in the Contract Documents.
- B. Submit within thirty five (35) days of Notice of Award a list of all required color selections organized by product, including manufacturer and model. Include samples of manufacturer's complete color range for all products.
- C. Architect will not select colors or patterns until samples of all items requiring selections have been submitted. Architect will not make partial color selections.
- D. Failure to submit all color selections as specified above, thus requiring additional unanticipated time for the Architect to make selections will not be basis for extension of Contract Time.
- E. Architect will make color selections within 30 working days following complete submittal of samples. This time will commence with the receipt of the latest incremental submittal, as applicable.
- F. Architect will issue Color Schedule.

## **PART 3 EXECUTION**

### **3.01 ELECTRONIC SUBMITTAL PROCEDURES**

- A. Submittals shall be transmitted to the Architect in electronic, editable (PDF) format using the project's cloud-based file sharing and storage service ("project's website"). The cloud-based file sharing and storage service will be selected by the Architect.
- B. Contractor's cost related to the use of the project's website services shall be included in the Contractor's bid.
- C. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
- D. For the shop drawings larger than 11' x 17' size, submit (3) hardcopies to the Architect and also submit electronically on the project's website. Provide additional hardcopies, as requested by Architect.
- E. Provide hardcopy submittals if requested by Architect.
- F. The Architect's review comments will be made available on the project's website for downloading.
- G. Contractor will distribute a hardcopy of all reviewed submittals to the Inspector of Record, Owner, and Construction Manager.

### **3.02 ADMINISTRATION REQUIREMENTS**

- A. Name electronic file using the following identifiers, separated by dashes: consecutive submittal number, specification section number, revision number (if needed), and a brief description of the submittal contents; example: 15-05 5000-0 Metal Fabrications.
- B. Write sequential page numbers at bottom of each page of submittal. On submittal cover sheet, provide brief description for product and coinciding page numbers; example: Pages 5-23 Metal Fabricated Gate Shop Drawings.
- C. Provide the following on the submittal cover sheet:
  - 1. Project title and project number.
  - 2. Date.
  - 3. Submittal number.
  - 4. The name of:
    - a. Architect/Engineer.
    - b. Contractor.
    - c. Subcontractor.
    - d. Supplier.
    - e. Manufacturer.
    - f. Separate detailer when pertinent.
  - 5. Identification of product or material and page numbers.
  - 6. Submittal number, as described in 3.03.
  - 7. A blank space, 8 inches x 3 inches, for the contractor and Architects stamps.
  - 8. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, and compliance with Contract Documents.
- D. Unless otherwise indicated in technical specifications, not less than 15 days following Notice of Award, submit a complete submittal register utilizing spreadsheet provided by Architect. The architect provided submittal register is a template including most potential submittal items. Contractor shall strike through any submittal items not intended for submittal and highlight any revisions or additions to the template provided. All columns of information shall be filled out in full. Contractor shall then return edited spreadsheet to Architect for review. Spreadsheet format must not be altered to allow insertion into project data base. Once reviews are complete, the Architect will upload the submittal register into the project data base for all party's utilization.

### **3.03 IDENTIFICATION OF SUBMITTALS**

- A. Number submittals consecutively. Each specification section requiring submittal must at a minimum have one unique submittal number. DO NOT GROUP MULTIPLE SPECIFICATION SECTION ITEMS UNDER ONE SUBMITTAL NUMBER. Refer to submittal by this number in subsequent correspondence and submittals.

1. Transmit re-submittals under new cover. Use submittal number of original submittal with revision number suffix. Cite original submittal number for reference.
  2. Do not transmit new submittals with alphabetic suffix.
- B. Transmittal letter for each submittal shall show all information required for identification and checking.
- C. Include submittal number on first page and elsewhere as required for identification.
- D. Maintain log of submittals and status. Furnish copies to the Architect and Inspector upon request.

### **3.04 GROUPING OF SUBMITTALS**

- A. Transmit submittals in groups containing all associated items to ensure availability of information during review. However, each specification section must bear unique submittal number.
- B. Incomplete or partial submittals may be returned for enhancement. No extension of time will be allowed for delays related to incomplete submittals.

### **3.05 SCHEDULING OF SUBMITTALS**

- A. Transmit submittals sufficiently in advance of installation for required review, revisions, re-submittals and delivery. Include time required for transmittal by regular mail between the parties involved. No extension of time will be allowed for delays related to late submittals.

### **3.06 ARCHITECT'S REVIEW OF SUBMITTALS**

- A. Submittals will be reviewed and stamped by the Architect "No exceptions taken," "Submit specified item" or "Make corrections noted" to indicate full or conditioned approval or "Revise and resubmit" or "Rejected" to indicate disapproval. Terms are defined as follows:
1. No Exceptions Taken: Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown in the partial submittal.
  2. Submit specified item: Submit to the Architect the items indicated for review.
  3. Correct as noted: Same as 1., except that minor corrections as noted shall be made by the Contractor. No resubmittal required.
  4. Revise and resubmit: Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Architect.
  5. Rejected: Submitted material does not conform to plans and specifications in major respect. For example, wrong size, model, capacity or material. Resubmit.
  6. Receipt Acknowledged. Received, recorded and distributed without further action.

- B. Submittals reviewed by the Architect which have been stamped shall be deemed to have the following language affixed and made a part thereof, regardless of the initial or subsequent readability of the actual stamp.
  - 1. Corrections or comments made on submittals during this review do not relieve the contractor from compliance with the requirements of the drawings and specifications. This check is for review of general conformance with the design concept of the project and general compliance with information given in the Contract Documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selection of fabrication processes and techniques of construction, coordinating the work of the trades; and performing the work in a safe and satisfactory manner.
- C. Architect's review of submittals shall be undertaken with reasonable promptness, while allowing sufficient time in the Architect's professional judgment to permit adequate review.
- E. Architect's review of submittals has, as a primary objective, to assist in the completion of the project on time and in conformance with the Contract requirements by permitting review of material and fabricated items prior to ordering. Architect's review of submittals is based only on the data presented and extends only to conformance with general design intent and information contained in the Contract Documents.
- E. Architect's approval of submittals does not constitute final acceptance or unqualified approval of items or work proposed or put in place, nor does it constitute acceptance of responsibility for the accuracy, coordination or completeness of submittals. Architect's approval of submittals does not relieve the Contractor from the responsibility for errors, omissions, or compliance with all the requirements of the Contract Documents.
- F. Reimbursement of the Architect's costs for review:
  - 1. Architect will record all time and expenses incurred to review submittals requiring more than two reviews.
  - 2. Contractor shall reimburse the District through deduction from amounts due the Contractor upon receipt of the Architect's billing and that of the Architect's consultants at standard billing rates for all time and expenses incurred in unanticipated reviews.
- G. Architect's review of submittals does not change the Contract in any manner.

### **3.07 RESUBMITTAL**

- A. Make all corrections or revisions required by reviewer's comments at Contractor's expense and resubmit as initially specified above. No additional costs will be authorized for corrections or revisions.
- B. Product data and shop drawings:
  - 1. Revise initial drawings or data and resubmit as initially specified.
  - 2. Indicate changes which have been made other than those requested by reviewer.
- C. Submit new samples as initially specified.



**3.08 DISTRIBUTION**

- A. Distribute only submittals with Architect/Engineer (and DSA as applicable) stamps of review. Contractor is responsible for coordination of submittals and comments following review. Contractor to provide all additional reproduction costs for copies required by the Contractor at its expense. No additional costs will be authorized for Contractor costs pertaining to submittals.

## **SECTION 01 3900**

### **COORDINATION AND MEETINGS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Coordination and project conditions.
- B. Related work.
- C. Discrepancies.
- D. Examination.
- E. Pre-Contract meeting.
- F. Pre-construction meeting.
- G. Site mobilization meeting.
- H. Progress meetings.
- I. Pre-installation meetings.
- J. Project coordination meetings.

##### **1.02 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate scheduling, submittals, and Work of the various portions of the Contract Documents to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate hours and days of Work with local ordinances and requirements.
- C. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

- F. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- H. Contractor shall coordinate Work with work to be performed by separate contractors as listed in Section 01 1100 - Summary of Work.

#### **1.03 RELATED WORK**

- A. Referencing specification sections in "Related Work" articles is for convenience only and shall not be construed as to limit the coordination of the Contract Documents to referenced sections.
- B. Documents affecting the work of any section include, but are not limited to, General Conditions, Supplementary General Conditions, and Sections in Division 01 of these Specifications.
- C. Work in any section may relate to other work in these documents. The Contractor is responsible to coordinate all work.

#### **1.04 DISCREPANCIES**

- A. In the event of discrepancy in the Contract Documents or if uncovered conditions are not as anticipated, immediately notify the Architect and secure needed direction.
- B. Do not proceed in areas of discrepancy until such discrepancies have been fully resolved.
- C. Before starting work, verify governing dimensions at the premises, and examine adjoining work on which this work is dependent. No "Extra" or additional compensation will be allowed on account of differences between actual measurements and dimensions shown. Submit differences discovered during the work to Architect for interpretation before proceeding with the associated work.
- D. Any time extension or any increase or decrease of cost resulting from such changes will be adjusted in the manner provided in the General Conditions.

#### **1.05 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual specification sections.
- C. Verify that utility services are available, of the correct characteristics, and in the correct location.

#### **1.06 PRE CONTRACT MEETING**

- A. Architect will schedule a meeting with District and apparent low bidder prior to award of Contract.
- B. Attendance Required: Owner, Architect, and Contractor.
- C. Agenda: Execution of the Notice of Award, Review of documents required for Preconstruction Meeting.

#### **1.07 PRECONSTRUCTION MEETING**

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect and Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of schedule of values.
  - 5. Designation of personnel representing the parties in Contract, and the Architect/Engineer.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
  - 8. Scheduling activities of DSA Inspector of Record.
- D. Architect will record minutes and distribute copies within five days after meeting to participants, and those affected by decisions made.

#### **1.08 SITE MOBILIZATION MEETING**

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Architect, Special Consultants, Contractor, Contractor's Superintendent and major Subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements and partial occupancy.
  - 3. Construction facilities and controls provided by Owner.
  - 4. Temporary utilities provided by Owner.
  - 5. Security and housekeeping procedures.
  - 6. Schedules.
  - 7. Application for payment procedures.
  - 8. Procedures for testing.
  - 9. Procedures for maintaining record documents.
  - 10. Requirements for start-up of equipment.
  - 11. Inspection and acceptance of equipment put into service during construction period.

- D. Architect will record minutes and distribute copies within five days after meeting to participants, and those affected by decisions made

#### **1.09 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at bi-weekly intervals. Provide and discuss "two-week look ahead" schedule reports at these progress meetings. Coordinate progress payments and revised schedule, to monthly meeting attended by an officer of the construction company.
- B. Make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- C. Attendance Required: Job Superintendent, major Subcontractors and suppliers, Owner, Inspector of Record and Architect as appropriate to agenda topics for each meeting.
- D. Architect will record minutes and distribute copies within five days after meeting to participants, including Owner, Contractor, and those affected by decisions made.

#### **1.10 PREINSTALLATION MEETING**

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of installation, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Architect will record minutes and distribute copies within five days after meeting to participants, with copies to Owner, Contractor and participants.

#### **1.11 PROJECT COORDINATION MEETINGS**

- A. Contractor will schedule project coordination meetings to be held weekly.
- B. Attendance Required: Contractor, job superintendent, Subcontractors, as required.
- C. Contractor will prepare agenda and preside at meeting.
- D. Contractor will record minutes and distribute copies within five days after meeting to participants, Architect and those affected by decisions made.
- E. Copies of the minutes to Architect are required as part of submission of Application for Payment.

#### **PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**SECTION 01 4000**  
**QUALITY CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Quality assurance - control of installation.
- B. Tolerances.
- C. References.
- D. Mockup.
- E. Inspecting and testing laboratories services.
- F. Manufacturers' field services and reports.
- G. Field engineering and staking.

**1.02 RELATED SECTIONS**

- A. Section 01 4200- Reference Standards.
- B. Section 01 3300 - Submittals: Submission of manufacturers' instructions and certificates.
- C. Section 01 4523 - Testing and Inspection Services.
- D. Section 01 4525 - Concrete Slab Moisture & pH testing & Treatments.
- E. Section 01 6000 - Material, Equipment and Substitutions: Requirements for material and product quality.
- F. Section 01 7000 - Contract Closeout.

**1.03 QUALITY ASSURANCE - CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Correct conditions or workmanship not in conformance with specified standards or quality.
- C. Comply with manufacturers' instructions, including each step in sequence.

- D. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- F. Perform Work by persons qualified to produce required and specified quality.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

#### **1.04 TOLERANCES**

- A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

#### **1.05 REFERENCES**

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. The contractual relationships, duties, and responsibilities of the parties in Contract or those of the Architect/Engineer shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### **1.06 MOCK-UP**

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups are representative of the quality required for the Work.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so.



**1.07 TESTING AND INSPECTION AGENCY SERVICES**

- A. Owner will appoint, employ, and pay for specified services of an independent Testing and Inspection Agency to perform inspecting and testing. Inspections and Testing will be performed in accordance with Section 01 4523 - Testing and Inspection Services; and the General Conditions.

**1.08 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship and to initiate instructions when necessary.

**1.09 FIELD ENGINEERING AND STAKING**

- A. Each Contractor awarded Work for this Project shall provide all necessary surveying, layout, lines and grades required for the proper location of the Work.
- B. Contractor agrees to provide any and all false-work, templates, batter-boards and other such structures or devices necessary to provide for the Contractor's layout, lines and grades. Work installed in an incorrect location or elevation shall be removed and re-installed at the expense of the Contractor.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## **SECTION 01 4200**

### **REFERENCE STANDARDS**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 Specification sections, apply to work of this section.

##### **1.02 DESCRIPTION OF REQUIREMENTS**

- A. General: This section specifies procedural and administrative requirements for compliance with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes, and standards.
  - 1. "Regulations" is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.
- B. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

##### **1.03 DEFINITIONS**

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in contract documents are defined in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to the extent they are not stated more explicitly in another element of contract documents.
- B. General Requirements: The provisions or requirements of Division 01 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.
- C. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

- D. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Architect/Engineer," "requested by Architect/Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's/Engineer's responsibility into the Contractor's area of construction supervision.
- E. Approve: Where used in conjunction with Architect's/Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect/Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- F. Project Site: The term "project site" is defined as the space available to Contractor for performance of the work. The extent of project site is shown on the drawings, and may or may not be identical with the description of land upon which the project is to be built.
- G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- H. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
- I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- J. Installer: The term "installer" is defined as the entity (person or firm) engaged by Contractor, or its subcontractor or subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.
- K. Testing Laboratory: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.
- L. Products: The term "products" includes materials, systems and equipment.
- M. Approved Equal, Or Equal: means as approved and accepted by the Architect.
- N. Shall: The term "shall" is mandatory.
- O. As Required, As Necessary, etc.: Words of similar import mean as required by the Contract Documents or essential to the completion of the Work.

- P. Concealed: The term "concealed" means as embedded in masonry or other construction, installed within furred spaces, within double partitions or above suspended ceilings, in trenches, in crawl spaces, or in enclosures.
- Q. Exposed: The term "exposed" means not installed underground or "concealed" as defined above, including work and surfaces open in whole or in part to the exterior or weather.
- R. Work: The term "work" shall include both labor and materials.
- S. The Contract Documents:  
The Contract Documents consist of the Contract, any addenda thereto, the completed Bid Form, the completed Bond and Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the General Conditions, the Supplementary General Conditions, the Labor Compliance Program, if any, the Technical Specifications, the Drawings and the Bidder's Questionnaire. All modification(s) amending or extending the work shall be as binding as if originally included in the Contract Documents. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.
- T. The Contract:  
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- U. The Work:  
The Work shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.
- V. The Project:  
The Project is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate Contractors.

W. The Drawings:

The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

X. The Specifications:

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

Y. The Project Manual:

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

#### 1.04 FORMAT AND SPECIFICATION EXPLANATIONS

A. Format Explanation: The format of principal portions of these specifications can be described as in the following paragraphs. Although some portions of these specifications may not be in complete compliance with this format, no particular significance will be attached to such compliance or non-compliance.

1. Sections and Divisions: For convenience, the basic unit of text is a "section." Each section is identified by a descriptive title (name) and the number. Individual sections are grouped together with other sections of similar or related work groupings known as "divisions." Divisions are recognized as the present industry consensus on uniform specification organization and sequence. The section title is not intended to limit meaning or content of a section, nor to be fully descriptive of the requirements specified therein, nor to be an integral part of the text.

a. Each section of specifications has been subdivided into 3 "parts" for uniformity and convenience (Part 1-General, Part 2-Products, and Part 3 - Execution); some sections may not require the use of all three parts. These parts do not limit the meaning of and are not an integral part of text which specifies requirements.

B. Subordination of Text: Portions of specification text are subordinated to other portions in the following manner (lowest level to highest):

1. Indented (from left margin) paragraphs and lines of text are subordinate to preceding text which is not indented, or which is indented by a lesser amount.
2. Paragraphs and lines of text are subordinate to sub-article titles, which are printed in upper/lower-case lettering.
3. Sub-articles are the subordinate to article titles, which are printed in uppercase lettering.
4. Subordination (if any) of certain sections (or portions of sections) to other sections is described within those sections.
5. Underscoring is used strictly to assist the reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance of text is intended where underscoring is used.

6. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
  7. Section numbering is used to facilitate cross references in the contract documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in contract documents.
  8. Page Numbering: Pages are numbered independently for each section and are recorded in the listing of sections (Index or Table of Contents) in Project Manual. The section number is shown together with the page number at the bottom of each page to facilitate the location of text in the Project Manual.
  9. Project Identification: Project name (either complete or abbreviated) is recorded at top of each page of specifications to minimize possible misuse of specifications, or confusion with other project specifications.
- C. Specification Content: Because of methods by which the project specification has been produced, certain general characteristics of content and conventions in use of language are explained as follows:
1. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive," "open generic-descriptive," "compliance with standards," "performance," "proprietary," or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
  2. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into the contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect/Engineer for a decision before proceeding.
  3. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified, for a particular unit of work, option is intended to be Contractor's regardless of whether or not it is specifically indicated as such.
- D. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of the requirements. Refer instances of uncertainty to Architect/Engineer for decision before proceeding.

- E. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements should not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of entire set of contract requirements remains with the Contractor.
- F. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.
- G. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in the texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated.
  - 1. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

#### **1.05 DRAWING SYMBOLS**

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards," published by John Wiley & Sons, Inc., seventh edition.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

#### **1.06 INDUSTRY STANDARDS**

- A. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herewith. Refer to other contract documents for resolution of overlapping and conflicting requirements which result from the application of several different industry standards to the same unit of work. Refer to individual unit of work sections for indications of which specialized codes and standard the Contractor must keep at the project site, available for reference.

1. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work. See also Chapter 35 of the CBC.
  2. Non-referenced standards are hereby defined to have no particular applicability to the work, except as general requirements of whether the work complies with standards recognized in the construction industry.
- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
1. Updated Standards: At the request of the Architect/Engineer, Contractor or governing authority, submit a change order proposal where an applicable industry code or standard has been revised and reissued after the date of the contract documents and before the performance of the work affected. The Architect/Engineer will decide whether to issue the change order to proceed with the updated standard.
- C. Copies of Standards: The contract documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with recognized industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents.
1. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source.
  2. Although certain copies of standards needed for enforcement of the requirements may be required submittals, the Architect/Engineer reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of the requirements.
- D. Abbreviations and Names: The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of contract documents:

AA	Aluminum Association 1525 Wilson Boulevard, Suite 600, Arlington, VA 22209 <a href="http://www.aluminum.org">www.aluminum.org</a>
AAMA	American Architectural Manufacturers Association 1827 Walden Office Square, Suite 550, Schaumburg, IL 60173-4268 <a href="http://www.aamanet.org">www.aamanet.org</a> ; 847.303.5664
AAN	American Association of Nurserymen 1200 G St. Suite 800; Washington, DC 20005 <a href="http://www.anla.org">www.anla.org</a> ; 202 789 2900
AASHTO	American Association of State Highway & Transportation Officials 444 N. Capitol St.; Washington, DC 20001 <a href="http://www.transportation.org">www.transportation.org</a> ; 202 624 5800



AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215; Research Triangle Park, NC 27709-2215 <a href="http://www.aatcc.org">www.aatcc.org</a> ; 919 549 8141
ACA	American Coatings Association 1500 Rhode Island Ave., NW; Washington, DC 20005 <a href="http://www.paint.org">www.paint.org</a> ; 202-462-6272
ACI	American Concrete Institute 38800 Country Club Dr., Farmington Hills, MI 48331-3439 <a href="http://www.concrete.org">www.concrete.org</a> ; 313 532-2600
ACIL	American Council of Independent Laboratories 1725 K Street, NW; Washington, DC 20006 <a href="http://www.acil.org">www.acil.org</a> ; 202 887-5872
ACPA	American Concrete Pipe Association 8445 Freeport Parkway, Suite 350, Irving TX 75063-2595 <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a> 972 506 7216
AF&PA	American Forest & Paper Association 1111 19 <sup>th</sup> St. NW, Suite 800, Washington, DC 20036 <a href="http://www.afandpa.org">www.afandpa.org</a>
AGA	American Gas Association 400 N. Capitol St. NW, Washington DC 20001 <a href="http://www.aga.org">www.aga.org</a> 202 824 7000
AHAM	Association of Home Appliance Manufacturers 1111 19 <sup>th</sup> St. NW, Suite 402, Washington, DC 20036 <a href="http://www.aham.org">www.aham.org</a> 202 872 5955
AI	Asphalt Institute 2696 Research Park Drive, Lexington, KY 40511-8480; <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a> 859 288 4960
AIA	American Institute of Architects 1735 New York Ave. NW; Washington, DC 20006-5292 <a href="http://www.aia.org">www.aia.org</a> 800 242 3837
A.I.A.	American Insurance Association 2101 L Street NW, Suite 400, Washington DC 20037 <a href="http://www.aiadc.org">www.aiadc.org</a> 202 828 7100
AISC	American Institute of Steel Construction One East Wacker Drive, Suite 700, Chicago, IL, 60601-18021 <a href="http://www.aisc.org">www.aisc.org</a> 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 www.aitc-glulam.org 503 639 0651
ALSC	American Lumber Standard Committee, Inc. P.O. Box 210; Germantown, MD 20875-0210; www.alsc.org 301 972 1700
ANSI	American National Standards Institute 25 West 43 <sup>rd</sup> St. 4 <sup>th</sup> Floor, New York, NY 10036 www.ansi.org 212 642 4900
APA	American Plywood Association 7011 South 19 <sup>th</sup> , Tacoma, WA 98466; www.apawood.org 253 620 7400
ARI	Air Conditioning, Heating and Refrigeration Institute 2111 Wilson Blvd, Suite 500.; Arlington, VA 22201; www.ahrinet.org 703 524 8800
ASC	Adhesive and Sealant Council 7101 Wisconsin Ave, Ste 990, Bethesda, MD 20814; 301-986-9700 www.ascouncil.org
ASCE/SEI	American Society of Civil Engineers Structural Engineering Institute 1801 Alexander Bell Drive, Reston, VA 20191-4400 www.asce.org; 800 548 2723
ASHRAE	American Society of Heating, Refrigerating & Air Conditioning Engineers 1719 Tullie Circle, NE; Atlanta, GA 30329; www.ashrae.org ; 404 636 8400
ASME	American Society of Mechanical Engineers Three Park Ave, New York, NY 10016-5990 www.asme.org; 800-843-2763
ASPE	American Society of Plumbing Engineers 2980 S. River Road; Des Plaines, IL 60018 www.aspe.org; 847-296-0002
ASSE	American Society of Sanitary Engineers-CA Chapter 1111 W. James Wood Blvd.; Los Angeles, CA 90015 www.asse-plumbing.org; 213-688-9090
ASTM	American Society for Testing and Materials

100 Barr Harbor Dr / PO Box C700, West Conshohocken, PA 19428  
www.astm.org; 215 299-5400

AWI	Architectural Woodwork Institute 46179 Westlake Drive,, Ste 120; Potomac Falls, VA 20165 571-323-3636
AWS	American Welding Society 8669 Doral Boulevard, Suite 130, Doral FL 33166 www.aws.org; 800 443 9353
AWPA	American Wood Protection Association P.O. Box 361784; Birmingham AL 35236-1784 www.awpa.com
AWWA	American Water Works Association 6666 W. Quincy Ave., Denver, CO 80235 303-794-7711
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Ave 17 <sup>th</sup> Floor, New York, NY 10017; www.buildershardware.com; 212-297-2122
BIFMA	Business and Institutional Furniture Manufacturer's Association 678 Front Ave NW, Ste. 150; Grand Rapids, MI 49504-5368; 616-285-3963
CBMA	Certified Ballast Manufacturers 2122 Keith Bldg.; Cleveland, OH 44115; 216 241-0711
CDA	Copper Development Association 260 Madison Ave; New York, NY 10016; 212-251-7200
CISPI	Cast Iron Soil Pipe Institute 1064 Dleaware Ave. SW, Atlanta, GA 30316 www.cispi.org; 404 622 0073
CPA	Composite Panel Association 19465 Deerfield Ave. Suite 306, Leesburg, VA 20176 www.compositepanel.org
CPSC	Consumer Product Safety Commission 4330 East West Highway; Bethesda, MD 20814-4408; 301-504-7923
CRI	Carpet and Rug Institute Box 2048/730 College Dr.; Dalton, GA 30720; 706-278-3176
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Rd.; Schaumburg, IL 60173; 847-517-1200

CSA	Canadian Standards Association 5060 Spectrum Way, Mississauga, Ontario, Canada L4W 5N6
CSI	Construction Specifications Institute 110 South Union St., Ste. 100; Alexandria, VA 22314; 800-689-2900 <a href="http://www.csinet.org">www.csinet.org</a>
CTI	Ceramic Tile Institute 310-574-7800
DHI	Door and Hardware Institute 14150 Newbrook Drive, Ste. 200; Chantilly, VA 20151-2232 <a href="http://www.dhi.org">www.dhi.org</a> ; 703-222-2010
DLPA	Decorative Laminate Products Association (Formerly National Association of Plastic Fabricators) Hulman Building; 20th Floor; 120 West Second Street; Dayton, OH 45402; 513/228-1041
DOC	US Dept. of Commerce, National Institute of Standards and Technology 1401 Constitution Avenue NW, Washington DC 20230
DOJ	US Department of Justice 950 Pennsylvania Ave. NW Civil Rights Division, Disability Rights Section-NYA Washington DC 20530
DOTn	Department of Transportation 1200 New Jersey Ave, SE; Washington, DC 20402-9325 202 426 4000
EIA	Electronic Industries Association 2001 Eye St., NW; Washington, DC 20006; 202 457-4900
EPA	Environmental Protection Agency 2001 Eye St., NW; Washington DC 20006; <a href="http://www.epa.gov">www.epa.gov</a> ; 202 457 4900
FEMA	Federal Emergency Management Agency, Federal Center Plaza 500 C St. S.W., Washington DC 20472 <a href="http://www.fema.gov">www.fema.gov</a>
FGMA	Flat Glass Marketing Association White Lakes Professional Bldg; 3310 Harrison; Topeka, KS 66611; 913 266-7013

FM	Factory Mutual Global Research, Standards Laboratory Dept.. 1301 Attwood Ave. POB 7500, Johnson, RI 02919; <a href="http://www.fmglobal.com">www.fmglobal.com</a>
GA	Gypsum Association 810 First St. N.E. #510, Washington, DC 20002-4268 <a href="http://www.gypsum.org">www.gypsum.org</a> ; 301 277 6886
HMTA	Hollow Metal Manufacturers Association See NAAMM below.
HPVA	Hardwood Plywood Veneer Association 1825 Michael Farraday Dr., Reston, VA 20190 <a href="http://www.hpva.org">www.hpva.org</a>
HUD	US Dept. of Housing and Urban Development 451 7 <sup>th</sup> St. SW, Washington, DC 20410
IBC	International Building Code 500 New Jersey Ave. NW 6 <sup>th</sup> Floor, Washington, DC 20001 <a href="http://www.iccsafe.org">www.iccsafe.org</a>
ICC	International Code Council 500 New Jersey Ave NW, 6 <sup>th</sup> Floor, Washington DC 20001 <a href="http://www.iccsafe.org">www.iccsafe.org</a>
IEEE	Institute of Electrical and Electronic Engineers, Inc. 3 Park Ave, 17 <sup>th</sup> Floor; New York, NY 10016 212-419-7900
IES	Illuminating Engineering Society 120 Wall St., Floor 17, New York, NY 10005-4001 212-248-5000
IRI	Industrial Risk Insurers 85 Woodland St.; Hartford, CT 06102; 203/525-2601
ISO	International Organization for Standardization ISO Central Secretariat 1 ch. De la Voie-Creuse, Case Postale 56 CH-1211 Geneva 20, Switzerland <a href="http://www.iso.org">www.iso.org</a>
MCAA	Mechanical Contractors Association of America 1385 Piccard Dr.; Rockville, MD 20850; 301-869-5800
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 127 Park St. NE; Vienna VA 22180-4602; 703-281-6613

NAAMM	National Association of Architectural Metal Mfrs. 800 Roosevelt Rd. Bldg C, Ste 312; Glen Ellyn, IL 60137 <a href="http://www.naamm.org">www.naamm.org</a> ; 630-942-6591
NBHA	National Builders Hardware Association (No Part of HDI) 711 Old Springhouse Rd.; McLean, VA 22101; 703 556-3990
NBS	National Bureau of Standards (U.S. Dept. of Commerce) Gaithersburg, MD 20234; 301 921-1000
NCMA	National Concrete Masonry Association 13750 Sunrise Valley, Herndon, VA 22071-4662
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Ste. 1100; Bethesda, MD 20814; 301 657 3110
NEII	National Elevator Industry, Inc. 1677 Country Route 64/PO Box 838; Salem, NY 12865-0838 518-854-3100
NEMA	National Electrical Manufacturers Association 1300 North 17 <sup>th</sup> Street, Ste. 1752, Rosslyn, VA 22209; 703-841-3200
NFPA	National Fire Protection Association 1 Batterymarch Park, Quincy, MA 02169-7471 <a href="http://www.nfpa.org">www.nfpa.org</a> ; 617 770 3000
NHLA	National Hardwood Lumber Association P.O. Box 34518; Memphis, TN 38104; 901 377-1818 <a href="http://www.nhla.com">www.nhla.com</a>
NIST	National Institute of Standards and Technology (US Dept. of Commerce) 1401 Constitution Avenue NW, Washington DC 20230 <a href="http://www.nist.gov">www.nist.gov</a>
NRCA	National Roofing Contractors Association 10255 W. Higgins Rd., Ste. 600, Rosemont, IL 60018-5607 <a href="http://www.nrca.net">www.nrca.net</a> ; 847-299-9070
NSF	National Sanitation Foundation P.O. Box 130140/789 N. Dixboro Road, Ann Arbor, MI 48113-0140 <a href="http://www.nsf.org">www.nsf.org</a> 800-673-6275
OSHA	Occupational Safety & Health Administration (U.S. Dept. of Labor) 200 Constitution Ave; Washington, DC 20210 <a href="http://www.osha.gov">www.osha.gov</a> 800-321-6742

PCI	Precast Prestressed Concrete Institute 209 W. Jackson Blvd., Suite 500, Chicago, IL 60606-6938 <a href="http://www.pci.org">www.pci.org</a>
PDI	Plumbing and Drainage Institute 800 Turnpike Street, Ste. 300; North Andover, MA 01845 <a href="http://www.pdionline.org">www.pdionline.org</a> 978-557-0720
PTI	Post-Tensioning Institute 38800 Country Club Dr., Farmington Hills, MI 48331 <a href="http://www.post-tensioning.org">www.post-tensioning.org</a>
RFCI	Resilient Floor Covering Institute 115 Broad Street, Ste. 201; La Grange, GA 30240 <a href="http://www.rfci.com">www.rfci.com</a>
RIS	Redwood Inspection Service (Grading Rules) 818 Grayson Rd., Ste. 201; Pleasant Hill, CA 94523 <a href="http://www.redwoodinspection.com">www.redwoodinspection.com</a> 925-935-1499
SDI	Steel Deck Institute POB 25, Fox River Grove, IL 60021 <a href="http://www.sdi.org">www.sdi.org</a>
S.D.I.	Steel Door Institute 30200 Detroit Rd.; Westlake, OH 44145 <a href="http://www.steeldoor.org">www.steeldoor.org</a> 440-899-0010
SFM	State of California, Dept. of Forestry and Fire Protection Office of the State Fire Marshal, POB 944246, Sacramento, CA 94246 <a href="http://osfm.fire.ca.gov">osfm.fire.ca.gov</a>
SGCC	Safety Glazing Certification Council 100 W. Main St. / PO Box 730; Sackett Harbor, NY 13685; 315-646-2234
SJI	Steel Joist Institute 1173B London Links Dr., Forest, VA 24551 <a href="http://steeljoist.org">steeljoist.org</a>
SMACNA	Sheet Metal & Air Conditioning Contractors' National Association 4201 Lafayette Center Drive, Chantilly, VA 20151-1219 <a href="http://www.smacna.org">www.smacna.org</a> 703-803-2980
SPRI	Single-ply Roofing Institute 411 Waverly Oaks Rd., Suite 331B, Waltham, MA 02452 <a href="http://www.spri.org">www.spri.org</a>
SSPC	Steel Structure Painting Council (The Society for Protective Coatings)

	40 24 <sup>th</sup> Street, 6 <sup>th</sup> Floor, Pittsburgh, PA, 15222-4656 <a href="http://www.sspc.org">www.sspc.org</a>
TCNA	Tile Council of North America 100 Clemson Research Blvd., Anderson, SC 29625, <a href="http://www.tcnatile.com">www.tcnatile.com</a> 864-646-8453
TIA	Telecommunications Industry Association 2500 Wilson Blvd., Ste 300; Arlington VA 22201 <a href="http://www.tiaonline.org">www.tiaonline.org</a> 703-907-7700
TMS	The Masonry Society 3970 Broadway, Unit 201-D, Boulder, CO 80304-1135 <a href="http://www.masonrysociety.org">www.masonrysociety.org</a>
TPI	Truss Plate Institute 218 N. Lee St., Suite 312, Alexandria, VA 22314 <a href="http://www.tpinst.org">www.tpinst.org</a>
UL	Underwriters Laboratories 333 Pfingsten Rd.; Northbrook, IL 60062-2096 <a href="http://www.ul.com">www.ul.com</a> 847 272 8800
ULC	Underwriters Laboratories of Canada 7 Underwriters Rd., Toronto, Ontario, Canada M1R3B4 <a href="http://www.ul.com/Canada/eng/pages/aboutus/">www.ul.com/Canada/eng/pages/aboutus/</a>
USC	United States Code, c/o Superintendent of Documents US Government Printing Office, Washington, DC 20402-9325
WCLIB	West Coast Lumber Inspection Bureau (Grading Rules) P.O. Box 23145; Portland, OR 97281 <a href="http://www.wclib.org">www.wclib.org</a> 503 639 0651
WDMA	Window and Door Manufacturers Association 1400 E. Touhy, #470, Des Plaines, IL 60018 <a href="http://www.wdma.com">www.wdma.com</a>
WI (WIC)	Woodwork Institute PO Box 980247; West Sacramento, CA 95798 <a href="http://www.wicnet.org">www.wicnet.org</a> 916-372-9943
WRI	Wire Reinforcement Institute 942 Main Street; Hartford, CT 06103 <a href="http://www.wirereinforcementinstitute.org">www.wirereinforcementinstitute.org</a>
WSC	Water Systems Council 1101 30 <sup>th</sup> Street Northwest; Washington, DC 20007-3708 <a href="http://www.watersystemscouncil.org">www.watersystemscouncil.org</a> 888 395 1033



WWPA	Western Wood Products Association (Grading Rules) 522 SW Fifth Ave., Ste. 500; Portland, OR 97204-2122 <a href="http://www.wwpa.org">www.wwpa.org</a> 503 224-3930
W.W.P.A	Woven Wire Products Association <a href="http://www.wovenwire.org">www.wovenwire.org</a>

#### **1.07 GOVERNING REGULATIONS/AUTHORITIES**

- A. General: The procedure followed by Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decisions having a bearing on performance of the work.
- B. Trade Union Jurisdiction: It is a procedural requirement that the Contractor maintain and require prime subcontractors to maintain, complete current information on jurisdictional matters, regulations actions, and pending actions, as applicable to the work.
  - 1. Discuss new developments at appropriate project meetings at the earliest feasible dates.
  - 2. Record information of relevance along with the action agreed upon.
  - 3. The manner in which contract documents have been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements.
  - 4. Assign and subcontract the work, and employ tradesmen and laborers, in a manner which will not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims and losses in the performance of the work.

#### **1.08 SUBMITTALS**

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgements, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

#### **PART 2 PRODUCTS**

Not Used

#### **PART 3 EXECUTION**

Not Used

**END OF SECTION**

## **SECTION 01 4523**

### **TESTING AND INSPECTION SERVICES**

#### **PART 1 GENERAL**

##### **1.01 DESCRIPTION**

- A. Work Included:
  - 1. Selection and payment of Testing and Inspection Agency
  - 2. Testing and Inspection Agency submittals.
  - 3. Testing and Inspection Agency responsibilities.
  - 4. Testing and Inspection Agency reports.
  - 5. Limits on Testing and Inspection authority.
  - 6. Contractor's Responsibilities.
  - 7. Architect's Responsibilities.

##### **1.02 RELATED SECTIONS**

- A. Related Sections:
  - 1. Drawings and Contract Documents, including General and Supplemental General Conditions.
  - 2. Section 01 3300 - Submittals: Manufacturer's certificates.
  - 3. Section 01 3200- Construction Progress Schedule.
  - 4. Section 01 4000 - Quality Control.
  - 5. Section 09 0512 - Concrete Floor Moisture Content & pH Testing
  - 6. Section 01 7000 - Contract Closeout: Project Record Documents.
  - 7. Section 01 7500 - Starting of Systems.
  - 8. Technical Specifications - Pertinent Sections requiring tests and inspections.

##### **1.03 REFERENCES**

- A. ASTM C802 - Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction.
- B. ASTM C1021 - Practice for Laboratories Engaged in the Testing of Building Sealants.
- C. ASTM C1077 -Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- D. ASTM C1093 - Practice for Accreditation of Testing Agencies for Unit Masonry.
- E. ASTM D290 - Recommended Practice for Bituminous Mixing Plant Inspection.
- F. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

- G. ASTM D4561 - Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.
- H. ASTM E329 - Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
- I. ASTM E543 - Practice for Determining the Qualification of Nondestructive Testing Agencies.
- J. ASTM E548 - Practice for Preparation of Criteria for Use in the Evaluation of Testing Laboratories and Inspection Bodies.
- K. ASTM E699 - Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

#### **1.04 SELECTION AND PAYMENT**

- A. An independent testing laboratory approved by DSA shall perform inspections, tests, and other services as specified by various specification sections.
  - 1. Owner will employ and pay for testing laboratory to provide initial testing indicated under specific specification sections and specifically noted to be paid by the Owner.
  - 2. Contractor shall be back-charged for testing costs when:
    - a. Additional tests and inspections by Owner's testing agency where initial tests and inspections reveal failure to meet Contract requirements.
    - b. Excessive inspection time by Owner's testing agency is required by Contractor's failure to provide sufficient workman or to properly pursue the progress of work.
    - c. Test(s) deemed necessary by the Owner/ Architect to evaluate any substitution proposed by the Contractor.
    - d. Testing and inspection for the Contractor's convenience.
    - e. Testing and inspection overtime necessitated by the Contractor's schedule.
- B. Employment of inspection firm in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Employment of any testing laboratory by Contractor shall be subject to Owner approval; laboratory shall be under direct supervision of a registered Engineer and shall conform to ASTM 329. Laboratory of concrete producer shall not be acceptable for concrete mix designs.
- D. Owner reserves the right to test any material or work of Project at any time, whether or not tests are indicated in Contract Documents.

#### **1.05 QUALITY ASSURANCE**

- A. Conform to requirements of the referenced standards.
- B. Laboratory: Authorized to operate in State in which Project is located.
- C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.

- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

#### **1.06 CONTRACTOR SUBMITTALS**

- A. Prior to start of Work, submit testing laboratory OR inspection firm's name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Each Contractor responsible for the construction of a main wind- or seismic-force resisting system, designated seismic or a wind- or seismic-resisting component list in the statement of special inspections shall submit a written statement of responsibility prior to commencement of work on the system or component. A copy of this written statement shall be maintained at the project site and made available upon request. The Contractor's statement of responsibility shall contain the following:
  - 1. Acknowledgment of awareness of the special requirements contained in the statement of special inspections;
  - 2. Acknowledgement that control will be exercised to obtain conformance with the construction documents approved by the building official;
  - 3. Procedures for exercising control within the Contractor's organization, the method and frequency of reporting and the distribution of the reports; and
  - 4. Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.
- C. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

#### **1.07 AGENCY RESPONSIBILITIES**

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
- C. Perform specified sampling and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional tests required by Architect/Engineer.
- G. Attend preconstruction meetings and progress meetings.

#### **1.08 AGENCY AND INSPECTION REPORTS**

- A. After each test, observation or inspection, promptly submit copies of report to Architect, Engineer, DSA, Owner's Inspector, Owner, Contractor and as otherwise directed.
- B. Include:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and specifications section.
6. Location in the Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

C. When requested by Architect/Engineer, provide interpretation of test or inspection results.

#### **1.09 LIMITS ON TESTING and INSPECTION AUTHORITY**

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

#### **1.10 CONTRACTOR RESPONSIBILITIES**

- A. Provide information regarding activities requiring special inspection and tests to District's inspection and testing laboratory upon request.
- B. Provide agency or laboratory representative access to any chosen location and adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- C. Cooperate with laboratory personnel, and provide access to the Work.
- D. Provide incidental labor and facilities:
  1. To provide access to Work to be tested.
  2. To obtain and handle samples at the site or at source of Products to be tested.
  3. To facilitate tests.
  4. To provide storage and curing of test samples.
- E. Notify agency or laboratory and Architect/Engineer forty-eight (48) hours prior to expected time for operations requiring testing services. Become familiar with time constraints of tests required. Schedule work to allow time for performance of required tests.
- F. Employ services of an independent qualified testing laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

#### **1.11 ARCHITECT RESPONSIBILITIES**

- A. Architect is not responsible for notification of the Testing Agency or scheduling its work.

- B. Architect will not be responsible for the actions of the Testing Agency.

**1.12 RE-TESTING**

- A. When initial tests indicate non-compliance with the Contract Documents, subsequent re-testing shall be performed by the same testing laboratory and the costs thereof shall be paid by the Owner and deducted from the Contract Sums owed to the Contractor.

**1.13 SCHEDULE OF INSPECTIONS**

- A. Division of State Architect Form DSA 103-19 LIST OF REQUIRED STRUCTURAL TESTS AND SPECIAL INSPECTIONS is attached.
- B. Individual Specification Sections: Other tests or inspections required; standards for testing.

**PART 2 PRODUCTS - NOT USED.**

**PART 3 EXECUTION - NOT USED.**

**END OF SECTION**

DIVISION OF STATE ARCHITECT FORM DSA 103-19 LIST OF REQUIRED STRUCTURAL  
TESTS AND SPECIAL INSPECTIONS FOLLOWS THIS SECTION

## **SECTION 01 5000**

### **TEMPORARY FACILITIES**

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

- A. Provide all required temporary facilities and controls as shown or specified herein and such additional facilities as required for proper performance of the work.
- B. All such temporary facilities shall be located where directed and maintained in a safe and sanitary condition at all times until completion of the contract and then removed from the site for safe disposal.

##### **1.02 TEMPORARY SANITARY FACILITIES**

- A. Provide adequate temporary sanitary conveniences for the use of all employees and persons engaged on the work including subcontractors and their employees as required by law, ordinances or regulations of public authorities having jurisdiction.
- B. Toilet Facilities: Enclosed chemical toilets or water closets and urinals, types acceptable to the Architect, Owner and Authorities Having Jurisdiction.
  - 1. If fixtures are used, they shall not be incorporated into the building.
  - 2. Open pit or trench latrines will not be permitted.
- C. Permanent plumbing fixtures of the building shall not be used by construction personnel without the written consent of the Owner.
- D. Sanitary facilities locations shall be acceptable to the Architect and Owner and shall be maintained in a clean and sanitary condition during the entire course of the work. The Contractor shall keep such facilities adequately supplied with toilet paper, paper toweling, etc. as required.
- E. At completion of the work sanitary facilities shall be properly disinfected and all evidence of same removed from the site.

##### **1.03 TEMPORARY ELECTRIC FACILITIES**

- A. Provide and maintain during the progress of the work all temporary electrical power and wiring requirements to facilitate the work of all trades and services connected with the work. All payment required by the utility company for the cost of their work in providing the service installation shall be paid for by the Contractor.
- B. The Owner will permit the operation or use of portions of the permanent electrical system to provide light and power during the construction period.
- C. The Contractor shall provide adequate temporary lighting for all work.



#### **1.04 TEMPORARY WATER**

- A. The Contractor shall make arrangements for all water required for construction purposes. The Contractor shall furnish and install piping or hose to carry water to every point where needed on the project. All water used on the project shall be potable water.
- B. The Owner will permit the operation or use of portions of the permanent water system to provide water required for construction purposes during the construction period.
- C. Closest availability of water shall be determined by the Contractor.

#### **1.05 CONSTRUCTION EQUIPMENT**

- A. The Contractor shall erect, equip and maintain all construction equipment in strict accordance with all applicable statutes, laws, ordinances, rules and regulations of the Owner or other authority having jurisdiction. Provide as required for use of all trades. Hoists and scaffolding shall be installed and erected in accordance with the latest Construction Safety Orders issued by the Division of Industrial Safety, State of California and the Associated General Contractor's "Manual of Accident Prevention in Construction," latest edition.
- B. Scaffolding, staging, runways and similar equipment required for prosecution of the contract shall be provided and maintained by the Contractor.
- C. Hoists and construction elevators required for prosecution of the contract shall be provided and maintained by the Contractor complete with operators, power and signals as required.
- D. The Contractor shall provide, maintain and remove upon completion of the work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, barricades around openings and excavations, ladders between floors, fences and all other temporary work as required for all work hereunder.
- E. Temporary work shall conform to all the requirements of state, county and local authorities and underwriters which pertain to operation, safety and fire hazard. The Contractor shall furnish and install all items necessary for conformity with such requirements, whether or not called for under the separate divisions of these specifications.

#### **1.06 FENCES AND BARRICADES**

- A. Construct and maintain fences, planking, barricades, lights, shoring and warning signs as required by local authorities and state safety ordinances and as required to protect the Owner's property from injury or loss and as necessary for the protection of the public and provide walks around any obstructions made in a public place for carrying on the work covered in this contract. Leave all protection in place and maintain until removal is authorized.
- B. Security fencing shall be located such that clear and unobstructed access is maintained to all existing school facilities.
- C. Relocate fences and barricades as allowed by the progress of the work to minimize the area enclosed. Avoid unnecessary encroachment on existing facilities.

#### **1.07 PARKING AND EXTERIOR STORAGE**

- A. The Contractor shall make all arrangements and pay all costs for providing parking facilities for construction personnel, delivery vehicles and authorized visitors.
- B. Where space limitations will not permit adequate facilities within the Owner's property, arrangements for off-property facilities shall be made by the Contractor with city or county authorities or other parties having jurisdiction.
- C. The Contractor shall make similar arrangements for hardstands or other necessary provision for enclosed storage areas for materials, equipment and debris. Locations and perimeters of such facilities shall be subject to the approval of the Architect and authorities having jurisdiction.

#### **1.08 TEMPORARY FIELD OFFICES**

- A. Contractor Field Office: Contractor shall provide on the site a temporary field office with a minimum of two individual offices of suitable size for Contractor staff use and for consultations with representatives of the Architect and Owner. Field Office facility shall be:
  - 1. Weatherproof and secure,
  - 2. Provided with adequate lighting, heat, cooling and ventilation.
  - 3. Equipped with a plan rack and plan table, containing a complete set of Contract Documents at all times.
  - 4. Provide conference table and chairs to seat eight (8) persons with such additional furniture as the Contractor may require.
  - 5. Provide a temporary telephone, separate line for fax and internet connection with wireless service as hereinafter specified.
  - 6. Field office location shall be approved by the Architect prior to placing the building on the site.
  - 7. The Architect and Owner and their representatives shall have free access to the field office at all times.
  - 8. The field office shall remain the property of the Contractor and shall be removed from the site upon completion of the work.
  - 9. A suitable office trailer, meeting all foregoing requirements, may be provided for the job office at the Contractor's option.
- B. Inspector Field Office: The Contractor shall provide on the site a temporary job office with a minimum of two individual offices of suitable size for the Inspector of Record. Provide the following facilities:
  - 1. Weatherproof and secure;
  - 2. Provided with adequate lighting, heat, cooling and ventilation.
  - 3. Equipped with a plan rack and plan table and shall contain a complete set of Contract Documents at all times.
  - 4. Sturdy desk with file drawers and chair. The Inspector may provide additional furniture as he or she may require.

5. Copy Machine as hereinafter specified.
  6. Provide temporary telephone lines, separate line(s) for fax and all handsets, fax terminal equipment and wireless internet connection with wireless service as hereinafter specified.
  7. Inspector's field office location shall be approved by the Architect and Inspector prior to placing the building on the site.
  8. The Architect and Owner and their representatives shall have free access to the Inspector's field office at all times. Contractor shall not have access to the Inspector's office.
  9. The Inspector's field office shall remain the property of the Contractor and shall be removed from the site upon completion of the work. The Inspector will be responsible for removing his or her files and equipment.
- C. Owner will not provide office space or furniture for the Contractor's use.
- D. Contractor shall relocate field offices as progress of the work may require.

**1.09 TEMPORARY TELEPHONE, FAX, internet connection AND OFFICE EQUIPMENT**

- A. Provide temporary telephone, facsimile (fax) service and internet connection in the temporary field offices for use by the Contractor, Owner, Architect, Inspector and their representatives for purposes related to the work. The telephone, fax and internet connection shall be for the use of representatives mentioned above for local calls without charge to the caller.
- B. Fax equipment shall be plain paper type.
- C. Provide separate telephone lines, fax lines and internet connection as follows:
  1. Contractors Field Office: Two (2) Phone lines; One (1) fax line; one (1) internet connection.
  2. Inspector's Field Office: Two (2) Phone lines; One (1) fax line; one (1) internet connection.
- D. Inspector's Copy Machine: Provide copy machine service in the temporary Inspector's offices for use by the Owner, Architect, Inspector and their representatives for purposes related to the work. Contractor shall not use Inspector's copy machine.
- E. Contractor's Copy Machine: Contractor's Option, provide copy machine service in the temporary Field offices for use by the Contractor.
- F. Contractor's Responsibility for Costs: Make all arrangements and pay all costs, including service, maintenance and consumable supplies for the specified equipment, until final acceptance of the project.

**1.10 TEMPORARY HEATING, COOLING, VENTILATING**

- A. Provide temporary heating, cooling, dehumidification and ventilation from an approved source whenever necessary for curing, drying, cooling or warming spaces as may be required for the installation of materials or finishes in specified conditions.
- B. Maintain facilities or equipment as required for continuous operation of utilities in service. Do not allow interruption of utilities or services. Supply all fuel of types required.

- C. Continue temporary services uninterrupted until permanent building systems are completed, capable of maintaining specified conditions without supplemental equipment, and accepted by the Owner.

#### **1.11 CONTINUITY OF SERVICES**

- A. Provide temporary panels, raceway, conductors, piping, ductwork and other facilities or equipment as required for continuous operation of utilities in service. Do not allow interruption of utilities.
  - 1. All utility services, such as water, gas, sewers, electricity, data, cable television, communication, clock, bell, or fire protection system serving the project, or any part of it, shall be maintained in continuous operation at all times for the duration of the contract.
  - 2. Transfer of utilities function to new systems shall be coordinated in writing with the Owner at least two weeks in advance of the proposed date.
  - 3. Notify and obtain approval from agencies having jurisdiction over utilities prior to transfer of function.
  - 4. Coordinate provision and removal of temporary facilities with phasing of construction operations as indicated, or as necessary for continuity of service.

#### **1.12 REMOVAL AT COMPLETION**

- A. Upon completion of the work, or prior thereto when so directed by the Architect, the Contractor shall remove all temporary facilities, structures and installations from the Owner's property. Similarly, return all exterior areas utilized for temporary facilities to their original natural state or, when called for as part of the Work, complete areas as shown or noted.

### **PART 2 PRODUCTS**

**NOT USED**

### **PART 3 EXECUTION**

**NOT USED**

**END OF SECTION**

**SECTION 01 5600**  
**TEMPORARY CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Barriers, enclosures and fencing.
- B. Dust control.
- C. Water control.
- D. Weed control.
- E. Protection of Installed Work.
- F. Exterior Protection.
- G. Tree and Plant Protection.
- H. Resource Protection.
- G. Progress Cleaning.

**1.02 BARRIERS**

- A. Construct and maintain any necessary fences, barricades and warning signs as required by local authorities and state safety ordinances and as required to protect the Owner's property from injury or loss. Leave all protection in place and maintain until removal is authorized.
- B. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

**1.03 DUST CONTROL**

- A. Control dust on the site. Maintain measures to prevent dust and debris from being transported outside the area of Work. Assume responsibility for damage caused by dust to the Work and for damage caused by dust outside the area of Work. Correct damages at Contractor's expense.
- B. Refer to Division 2 sections for additional requirements.

**1.04 WATER CONTROL**

- A. Grade site to drain. Provide, operate, and maintain pumping equipment as required to maintain excavations and site construction areas free of water.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Do not permit water to stand in locked-in areas of buildings to receive concrete slabs-on-grade, nor on such slabs following their placement. Provide pumping or dewatering facilities and monitor during storm events to prevent these conditions.

#### **1.05 WEED CONTROL**

- A. Remove weeds from site that grow over the duration of the project.
- B. Prevent incorporation of organic materials into grading or topdressing.

#### **1.06 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work throughout to maintain undamaged. Provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

#### **1.07 EXTERIOR PROTECTION**

- A. Provide temporary weather-tight enclosure of exterior walls for successive areas of building as necessary to:
  - 1. Allow for progress of work;
  - 2. Provide acceptable working conditions;
  - 3. Provide weather protection for materials;
  - 4. Permit effective heating, cooling, dehumidification or ventilation as circumstances may require;
  - 5. Prevent entry of unauthorized persons.
- B. Bear all costs for replacement of damage to existing or new construction, construction materials and equipment from effects of weather, theft and unauthorized entry.

#### **1.08 TREE AND PLANT PROTECTION**

- A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.

- B. Following consultation with Architect, remove roots and branches which interfere with indicated construction.
  - 1. Employ a qualified tree surgeon to prune and treat cuts.
- C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants.
- D. Protect root zones of trees and plants:
  - 1. Do not allow vehicular traffic and parking.
  - 2. Do not store materials or products.
  - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
  - 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

#### **1.09 PROGRESS CLEANING AND WASTE REMOVAL**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Provide on-going, daily housekeeping and cleanup, including all debris boxes or method for disposal of debris. Contractor will not be permitted to leave debris, trash, leavings, dirt, garbage, rubbish, material containers, etc. on the site. No unsafe and un-workmanlike conditions will be permitted.
- B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

#### **1.10 REMOVAL OF CONTROLS**

- A. Remove temporary controls prior to inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

### **PART 2 PRODUCTS**

Not Used.

### **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## **SECTION 01 6000**

### **PRODUCT REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Procedures for Owner-supplied products.
- F. Spare parts and maintenance materials.

##### **1.02 RELATED SECTIONS**

- A. Document 00 1013 - Notice Inviting Bids: Products designated by Owner as "District Standards."
- B. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- C. Document 00 7200 - General Conditions of the Contract: Product options and substitution procedures prior to bid date.
- D. Section 01 4000 - Quality Control: Product quality monitoring.

##### **1.03 DEFINITIONS**

- A. Request For Substitution: Requests for changes in products, materials, or equipment required by Contract Documents proposed by the Contractor prior to and after award of the Contract are considered requests for substitutions. The following are not considered substitutions;
  - 1. Revisions to Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products, materials, and equipment included in Contract Documents.

##### **1.04 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.



- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's colors, textures, and patterns.
- E. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances

## **PART 2 PRODUCTS**

### **2.01 PRODUCTS**

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.
- C. Products or equipment referenced with a manufacturer's name and/or model number shall be provided with all standard materials, components, compliance requirements and features normally furnished for that model or product. These items and requirements are inherent in the specification whether or not individually itemized.
- D. Manufacturer's Requirements: Any deviation from design requirements shown or specified, resulting either from Contractor's or supplier's change of model, or manufacturer's recommendation, or from submitted alternates or accepted substitutions, shall be clearly indicated on the Contractor's submittals. Contractor shall provide all such manufacturer or supplier supplemental requirements at no additional cost.
- E. Owner's Requirements:
  - 1. Pursuant to the requirements of California Public Contract Code 3400, the Owner may designate certain products as "District Standards" in order that a field test or experiment may be made to determine the product's suitability for future use, or in order to match other products in use on a particular public improvement, either completed or in the course of construction.
  - 2. A list of these designated products as may be applicable to the project is contained in the Notice Inviting Bids, as required by PCC 3400. These products shall be provided as specified and are not subject to substitution. All bids shall be deemed to include these listed items as specified without additional costs.
  - 3. In the event of a conflict between the Notice Inviting Bids and the technical specifications for a product's provision for substitutions, the Notice Inviting Bids shall govern.

### **2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming a Single Manufacturer with a Provision for Substitutions: Submit a request for substitution in accordance with specified procedures for products meeting specifications from any manufacturer not named. For such specifications, the Architect is aware of only one manufacturer providing products meeting the specification, pursuant to PCC 3400.
- C. Products Specified by Naming Multiple Manufacturers with a Provision for Substitutions: Submit a request for substitution in accordance with specified procedures for products meeting specifications from any manufacturer not named.
- D. Products Specified by Naming A Single Manufacturer or Multiple Manufacturers without Provision for Substitution: Use only a product of one of the manufacturers named and meeting specifications. No options or substitutions allowed.
- E. Products Specified by Naming A Single Manufacturer or Multiple Manufacturers as listed in the Notice Inviting Bids: Use only a product of one of the manufacturers named and meeting specifications. No options or substitutions allowed

## **2.03 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to Project site, prior to final payment.
  - 1. Provide materials list for all items turned over to the Owner including quantities.
  - 2. Deliver items in presence of Owner designated representative to the location identified by the Owner.
  - 3. Obtain Owner designated representative sign-off of materials list attesting to receipt of items in triplicate. Retain one copy, provide one copy to Owner representative receiving items, and submit one copy to Architect.

## **PART 3 EXECUTION**

### **3.01 LIMITATIONS ON SUBSTITUTIONS SUBMITTED PRIOR TO THE RECEIPT OF BIDS**

- A. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are indicated in the Contract Documents, including those products designated as "District Standards".
- B. Architect may consider requests for substitutions of specified equipment and/or materials only when requests are received by Architect within **twenty-one (21)** days prior to the date of bid, in conformance with Public Contract Code Section 3400. Do not request substitutions for products designated as "District Standards".

- C. Architect will consider a substitution request only if request is made in strict conformance with provisions of this Section. Request shall be fully responsive to all product requirements of the specified product, including those requirements noted in this section in the article titled PRODUCTS.
- D. Burden of proof of merit of requested substitution is the responsibility of the proposer requesting the substitution.
- E. It is the sole responsibility of the proposer requesting the substitution to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- F. When substitution is not accepted, provide specified product.
- G. Substitute products shall not be included within the bid without written acceptance by Addendum.

### **3.02 LIMITATIONS ON SUBSTITUTIONS SUBMITTED AFTER THE AWARD OF THE CONTRACT**

- A. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are indicated in the Contract Documents, including those products designated as "District Standards".
- B. Architect will consider substitution requests received after the established date of the receipt of bids or contract award only when one or more of the following conditions are met and documented:
  - 1. Specified item fails to comply with regulatory requirement.
  - 2. Specified item is no longer manufactured.
  - 3. Specified item, through no fault of the Contractor, unavailable in the time frame required to meet project schedule.
  - 4. Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
  - 5. Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant installation of product,
  - 6. Substitution would be, in the sole judgment of the Architect, a substantial benefit to the Owner in terms of cost, time, energy conservation, or other consideration of merit.
- C. Notwithstanding other provisions of this section and the above, the Architect may consider a request for substitution after the date of the receipt of bids or contract award, if in the sole discretion of the Architect, there appears to be just cause for such a request. The acceptance of such a late request does not waive any other specified requirement.
- D. Architect will consider a request for substitution after the date of the receipt of bids or contract award only if request is made in strict conformance with provisions of this section. Request shall be fully responsive to all product requirements of the specified product, including those requirements noted in this section in the article titled PRODUCTS.

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
  - 1. Review of shop drawings does not constitute acceptance of substitutions indicated or implied on shop drawings.
  - 2. Substitutions will not be considered when requested or submitted directly by subcontractor or supplier.
- F. Contractor's failure or inability to pursue the work promptly or coordinate activities properly shall not establish a cause for consideration of Substitutions.
- G. Burden of proof of merit of requested substitution is the responsibility of the Contractor.
- H. It is the sole responsibility of the Contractor to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- I. When substitution is not accepted, provide specified product.
- J. Substitute products shall not be provided without written acceptance by Change Order.

### **3.03 SUBSTITUTION PROCEDURES**

- A. Document each request on Architect's Request For Substitution (RFS) form with complete data substantiating compliance of proposed substitution with Contract Documents. All requests for substitution must be submitted on the specified form which may be obtained from the Architect. Requests received without the Request Form will be rejected.
- B. A request for substitution constitutes a representation that the proposer:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty or bonds for the substitution as for the specified product.
  - 3. Will coordinate installation of an accepted substitution and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives all claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse the Owner for services provided by Owner and Architect for review or redesign services associated with re-approval by authorities.
- C. Regulatory Requirements: Proposer requesting the substitution shall be responsible for obtaining all regulatory approvals required for proposed substitutions.
  - 1. All regulatory approval shall be obtained for proposed substitutions prior to submittal of substitution request to Architect, unless Architect participation is required by the regulating agency.
  - 2. All substitutions that affect structural safety, fire and life safety, access compliance or energy (as applicable) shall be submitted to Division of State Architect for review and approval.

3. All costs incurred by the Owner in obtaining regulatory approvals for proposed substitutions, including the costs of the Architect and any authority having jurisdiction over the project shall be reimbursed to the Owner. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.

D. Substitution Submittal Procedure:

1. Submit one original signature copy of only the Request For Substitution Form included in this Project Manual for consideration. Forms provided by proposer or other agencies or organizations are not acceptable. Limit each request to one proposed substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence, including:
  - a. Statement of cause for substitution request.
  - b. Identify product by specification section and article number.
  - c. manufacturer's name, address, and phone number.
  - d. List of fabricators, suppliers, and installers as appropriate.
  - e. List of similar Projects where proposed products have been used, date of installation and names of Architect and Owner.
  - f. Confirmation of regulatory approvals
  - g. Product data, including drawings and product samples.
  - h. Fabrication and installation procedures.
  - i. Comparison of the qualities of the proposed substitution with that specified.
  - j. Cost data comparing the proposed substitution with the product specified.
  - k. Any required license fees or royalties.
  - l. Availability of maintenance service and source of replacement materials.
  - m. Coordination information, including a list of changes or modifications needed to other items of work that will be required to accommodate Proposed substitution.
  - n. Statement on the Substitution's effect on the Construction Schedule.
  - o. Written certification by the proposer that the Substitution is equal or better in every respect to that required by the contract Documents and that substitution will perform adequately in the application intended.
  - p. Written certification that the proposer will pay for all permits, fees, and costs required to implement the substitution, and including waiver of all claims for additional costs or time extension which may subsequently become apparent, and reimbursement of Owner and Architect for review or redesign services associated with re-approval by authorities.

### 3.04 ARCHITECT'S REVIEW OF SUBSTITUTIONS

- A. The Architect will accept or reject proposed substitutions within fourteen (14) days of receipt of request.
- B. If a decision on a substitution cannot be made within the time allocated, the product specified shall be used.
- C. No extension of bid period or contract time will be made for substitution review.
- D. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an Addendum.

- E. Final acceptance of a substitution submitted after the award of the contract will be in the form of a Change Order.
- F. Architect/Engineer shall be the judge of the acceptability of the proposed substitution. Architect's decision on substitution requests is final and does not require documentation or justification.
- G. Rejection Of Substitution Request: Any of the following reasons shall be cause for rejection, all as determined by the Architect;
  - 1. Vagueness or incompleteness of Substitution submittal,
  - 2. Insufficient data, failure to meet specified requirements, (including warranty).
  - 3. Qualification of the requirements of the Substitution Form, including modification of any of the requirements.
- H. The Architect/Engineer will notify Contractor in writing of decision to accept, accept as noted, or not accept the request for substitution.
- I. Substitute products shall not be ordered or installed without written acceptance.
- J. Owner shall receive full benefit of any cost reduction as a result of any request for substitution.
- K. Provide submittals for accepted substitutions in accordance with specified requirements of the respective section and provisions of Section 01 2500.
  - 1. An accepted substitution is not acceptable as a submittal under Section 01 2500. Provide separate submittals for each review.

### **3.05 OWNER-SUPPLIED PRODUCTS**

- A. See Section 01 1100- Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
  - 1. Arrange and pay for product delivery to site.
  - 2. On delivery, inspect products jointly with Contractor.
  - 3. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 4. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
  - 1. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 2. Handle, store, install and finish products.
  - 3. Repair or replace items damaged after receipt.
  - 4. Coordinate installation with other trades.

### **3.06 TRANSPORTATION AND HANDLING**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

### **3.07 STORAGE AND PROTECTION**

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- I. Provide bonded off-site storage and protection only when site does not permit on-site storage or protection. Obtain Owner's permission prior to initiating such off-site storage.

### **END OF SECTION**

(REQUEST FOR SUBSTITUTION FORM FOLLOWS)

## Request for Substitution

(Projects.Nam e}  
Project Number: (Projects. Number}  
DSA Application: (LegalDocl nfo.NotaryStateOf}  
DSA File: (LegalDocl nfo.NotaryName}

Specification Title: \_\_\_\_\_ Product Description: \_\_\_\_\_

Specification Section: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Architect will consider substitution requests received ater the date established as deadline for substitution request only when one or more of the following conditions are met and documented; indicate one or more conditions which apply:

- @ Specified item fails to comply with regulatory requirement.
- @ Specified item is no lon ger manufactured.
- @ Specified item, through no fault of the Contractor, unavailable in the time frame required to meet project schedule.
- @ Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
- @ Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant in stallation of product.

Substitution would be a substantial ben efit to th e Own er in terms of cost, time, energy conservation, or oth er consideration of merit.

Explain benefit (required): \_\_\_\_\_

Proposed Product Name (include specific model number): \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Installer: \_\_\_\_\_

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

History: @ New product @ 2-5 years old @ 5-10 years old @ More than 10 years old

Difference between proposed substitution and specified product: \_\_\_\_\_

@ Attached comparative table. Include point-by-point comparison of each article number. **REQUIRED**

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

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

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

Proposed substitution affects other parts of Work? @ No @ Yes; Explain: \_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_ )

Proposed substitution changes Contract Time? @ No @ Yes; [Add] or [Deduct] \_\_\_\_\_ days.



## Substitution Request

(Continued)

As outlined in Specification Section 01 6000, a request for substitution constitutes a representation that the proposer:

- @ Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
- @ Will provide the same warranty or bonds for the substitution as for the specified product.  
Will coordinate installation of an accepted substitution and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
- ☐ Waives all claims for additional costs or time extension which may subsequently become apparent.
- ☐ Will reimburse Owner for services provided by Owner and Architect associated with re-approval by authorities.

{Company.Name} Representative Printed Name: \_\_\_\_\_

{Company.Name} Representative Signature: \_\_\_\_\_

Date Submitted from {Company.Name} to Architect: \_\_\_\_\_

Supporting Data Attached:      @ Drawings      @ Product Data      @ Samples      @ Tests      @ Reports

Additional comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Architect's review and action:

- @ Substitution approved - Make submittals in accordance with Specification Section 01 3300.
- @ Substitution approved as noted - Make submittals in accordance with Specification Section
- @ 01 3300. Substitution rejected - Use specified materials.
- @ Substitution Request received too late - Use specified materials.

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

## **SECTION 01 6116**

### **VOLATILE ORGANIC COMPOUND (VOC) RESTRICTIONS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. VOC restrictions for product categories listed below under "DEFINITIONS."
  - 1. California Code of Regulations, Title 24, Part 11 California Green Building Standards Code, "CAL-Green".
- B. All products of each category that are installed in the project must comply; applicable laws and ordinances do not allow for partial compliance.
- C. Listing of a product in these specifications shall not be construed as a solicitation or requirement to use any product or combination of products in violation of the requirements of South Coast Air Quality Management District Rule No.1168, as described in Rule 1168(g).
  - 1. If a listed product does not meet the requirements of this rule, request approval for use of an alternate product by the same or another manufacturer meeting the requirements of this rule.
  - 2. Do not use products which do not meet the requirements of this rule.

##### **1.02 RELATED REQUIREMENTS**

- A. Divisions 01 through 33 contain related requirements specific to the work of each of these Sections. Requirements may or may not include reference to this section.
- B. Section 01 8113 "Sustainable Design Requirements".

##### **1.03 DEFINITIONS**

- A. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site:
  - 1. Adhesives, sealants, and sealer coatings, regardless of specification section or division.
  - 2. Paints and coatings.
  - 3. Carpet and resilient flooring.
  - 4. Composite wood products; plywood, particleboard, wood fiberboard.
- B. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- C. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

##### **1.04 REFERENCE STANDARDS**

- A. California Code of Regulations, Title 24, Part 11 California Green Building Standards Code, "CAL-Green".
- G. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; [www.aqmd.gov](http://www.aqmd.gov).

## **1.05 SUBMITTALS**

- A. See Section 01 3300 - Submittals Procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
  - 1. Identify evidence submittals with the words "CAL-Green VOC Compliance Report".
- C. Product Data: For each VOC-restricted product used in the project, submit product data showing compliance, except when another type of evidence of compliance is required.
- D. Installer Certifications for Accessory Materials: Require each installer of any type of product, (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.
  - 1. Use the form following this section for installer certifications.

## **1.06 QUALITY ASSURANCE**

- A. A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. General: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168 and less where required by code.
  - 1. These products may be specified in multiple sections throughout these specifications.
- B. Adhesives, including carpet: Comply with Title 24, Part 11, Table 5.504.4.1.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.
    - b. Published product data showing compliance with requirements.
- C. Joint Sealants: Comply with Title 24, Part 11, Table 5.504.4.2.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.
    - b. Published product data showing compliance with requirements.
    - c. Certification by manufacturer that product complies with requirements.
- D. Aerosol Adhesives: Comply with Title 24, Part 11, Table 5.504.4.1. and California Code of Regulations Title 17, Section 94507.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Current GreenSeal Certification.
    - b. Report of laboratory testing performed in accordance with GreenSeal GS-36 requirements.
    - c. Published product data showing compliance with requirements.
- E. Paints and Coatings: Comply with Title 24, Part 11, Table 5.504.4.3; California Air Resources Board, Architectural Coatings Suggested Control Measure, February 1, 2008.

1. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
  - a. Evidence of Compliance: Acceptable types of evidence are:
    - 1) Report of laboratory testing performed in accordance with requirements.
    - 2) Published product data showing compliance with requirements.
    - 3) Certification by manufacturer that product complies with requirements.
  - b. Provide coatings that comply with the most stringent requirements specified in the following:
    - 1) 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
    - 2) South Coast Air Quality Management District Rule No.1168.
- F. Carpet and Carpet Cushion: Per CBC 5.504.4.4, All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350).
  1. Per CBC 5.504.4.4.1, All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350).
  2. Per CBC 5.504.4.4.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 5.504.4.1.
  3. See California Department of Public Health's website for certification programs and testing labs. Note, the URL below is published by the California Building Code.  
<https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx#material>
- G. Resilient Flooring Products: Per CBC 5.504.4.6, Where resilient flooring is installed, at least 80 percent of floor area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350).
  1. See California Department of Public Health's website for certification programs and testing labs. Note, the URL below is published by the California Building Code.  
<https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx#material>
  2. Documentation shall be provided verifying that resilient flooring materials meet the pollutant emission limits.
- H. Composite Wood Products: Comply with Title 24, Part 11, Table 5.504.4.5 formaldehyde limits for hardwood plywood, particleboard, and medium density fiberboard composite wood products.
  1. Title 24, Part 11, Table 5.504.4.5 Composite Wood Products Maximum Formaldehyde Emissions in Parts per Million.

PRODUCT	CURRENT LIMIT (Effective July 1, 2012)
Hardwood Plywood veneer core	0.05
Hardwood Plywood composite core	0.05
Particleboard	0.09
Medium Density Fiberboard	0.11
Thin Medium Density Fiberboard	0.13

2. Evidence of Compliance: Acceptable types of evidence are:
  - a. Chain of custody certifications
  - b. Published product data showing compliance with requirements.
  - c. Certification by manufacturer that product complies with requirements.
  - d. Other method acceptable to enforcing agency.

### **PART 3 EXECUTION**

#### **3.01 FIELD QUALITY CONTROL**

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. All additional costs to restore indoor air quality, including fines by authorities, due to installation of non-compliant products will be borne by Contractor.

#### **3.02 RESTRICTED COMPONENTS**

- A. Restricted Components:
  1. Paints and coatings shall not contain any of the following:
    - a. Acrolein.
    - b. Acrylonitrile.
    - c. Antimony.
    - d. Benzene.
    - e. Butyl benzyl phthalate.
    - f. Cadmium.
    - g. Di (2-ethylhexyl) phthalate.
    - h. Di-n-butyl phthalate.
    - i. Di-n-octyl phthalate.
    - j. 1,2-dichlorobenzene.
    - k. Diethyl phthalate.
    - l. Dimethyl phthalate.
    - m. Ethylbenzene.
    - n. Formaldehyde.
    - o. Hexavalent chromium.
    - p. Isophorone.
    - q. Lead.
    - r. Mercury.
    - s. Methyl ethyl ketone.
    - t. Methyl isobutyl ketone.
    - u. Methylene chloride.
    - v. Naphthalene.
    - w. Toluene (methylbenzene).

- x. 1,1,1-trichloroethane.
- y. Vinyl chloride.

B. The following tables are taken from South Coast Air Quality Management District Rule No.1168 and are believed accurate at the time of publication. All products used shall comply with the limits of Rule No. 1168. In the event of discrepancy between these values and those of Rule No. 1168, those of Rule No. 1168 shall prevail.

**C. Table 5.504.4.1 ADHESIVE VOC LIMIT**

Architectural Applications	Current VOC Limit
Indoor Carpet Adhesives	50
Carpet Pad Adhesives	50
Outdoor Carpet Adhesives	150
Wood Flooring Adhesives	100
Rubber Floor Adhesives	60
Subfloor Adhesives	50
Ceramic Tile Adhesives	65
VCT and Asphalt Tile Adhesives	50
Dry Wall and Panel Adhesives	50
Cove Base Adhesives	50
Multipurpose Construction Adhesives	70
Structural Glazing Adhesives	100
Single Ply Roof Membrane Adhesives	250

**D. Table 5.504.4.1 Continued**

	VOC Limits and Effective Dates **	** The specified limits remain in effect unless revised limits are listed in subsequent columns.		
Specialty Applications	Current VOC Limit	1-1-05	7-1-05	1-1-07
PVC Welding	510			
CPVC Welding	490			
ABS Welding	400		325	
Plastic Cement Welding	350	250		
Adhesive Primer for Plastic	650		550	
Computer Diskette Manufacturing	350			

Contact Adhesive	80			
Special Purpose Contact Adhesive	250			
Tire Retread	100			
Adhesive Primer for Traffic Marking Tape	150			
Structural Wood Member Adhesive	140			
Sheet Applied Rubber Lining Operations	850			
Top and Trim Adhesive	540			250

E. Table 5.504.4.1 Continued

For adhesives, adhesive bonding primers, or any other primer not regulated by the above two tables and applied to the following substrates, the following limits shall apply	
Substrate Specific Applications	Current VOC Limit
Metal to Metal	30
Plastic Foams	50
Porous Material (Except Wood)	50
Wood	30
Fiberglass	80

F. Table 5.504.4.2 SEALANT VOC LIMIT

If an adhesive is used to bond dissimilar substrates together the adhesive with the highest VOC content shall be allowed.	
Sealant	Current VOC Limit
Architectural	250
Marine Deck	760
Nonmembrane Roof	300
Roadway	250
Single Ply Roof Membrane	450
Other	420

Sealant Primers	Current VOC Limit
-----------------	-------------------

Architectural Porous	250
Non-Porous	775
Modified Bituminous	500
Marine Deck	760
Other	750
For low-solid adhesives or sealants the VOC limit is expressed in grams per liter of material as determined in paragraph (b)(32); for all other adhesives and sealants, VOC limits are expressed as grams of VOC per liter of adhesive or sealant less water and less exempt compounds as determined in paragraph (b)(31).	

- G. Paints and Coatings: Architectural Paints and Coatings shall comply with VOC limits in Table 1 of ARB Architectural Coatings Suggested Control Measure, California Code of Regulations, Title 24, Part 11 California Green Building Standards Code, "CAL-Green" Table 5.504.4.3. All products used in this category shall comply with these limits, unless more stringent local and regional rules apply.

**H. Table 5.504.4.3 VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS (See Notes 2 & 3 below)**

Grams of VOC per Liter of Coating, less water and less exempt compounds.	
<b>COATING CATEGORY</b>	<b>Current VOC Limit 1/1/2012</b>
Flat Coatings	50
Nonflat Coatings	100
Nonflat High Gloss Coatings	150
<b>Specialty Coatings</b>	
Aluminum Roof Coatings	400
Basement Specialty Coatings	400
Bituminous Roof Coatings	50
Bituminous Roof Primers	350
Bond Breakers	350
Concrete Curing Compounds	350
Concrete / Masonry Sealers	100
Driveway Sealers	50
Dry Fog Coatings	150
Faux Finishing Coatings	350
Fire Resistive Coatings	350
Floor Coatings	100
Form-Release Compounds	250
Graphic Arts Coatings (Sign Paints)	500
High-Temperature Coatings	420
Industrial Maintenance Coatings	250
Low Solids Coatings (See Note 1 above)	120



Magnesite Cement Coatings	450
Mastic Texture Coatings	100
Metallic Pigmented Coatings	500
Multicolor Coatings	250
Pretreatment Wash Primers	420
Primers, Sealers and Undercoaters	100
Reactive Penetrating Sealers	350
Recycled Coatings	250
Roof Coatings	50
Rust Preventative Coatings	250
Shellacs:	
Clear	730
Opaque	550
Specialty Primers, Sealers and Undercoaters	100
Stains	250

Stone Consolidants	450
Swimming Pool Coatings	340
Traffic Marking Coatings	100
Waterproofing Membranes	250
Wood Coatings	275
Wood Preservatives	350
Zinc Rich Primers	340

1. Note 1: Grams of VOC per liter of coating including water and including exempt compounds
2. Note 2: Not Applicable
3. Note 3: Values in this table are derived from those specified by the California Air Resources Board, Architectural Coatings Suggested Control Measure, February 1, 2008. More information is available from the Air Resources Board.

**END OF SECTION**

**SECTION 01 6116.01**

**ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM**

**1.01 FORM**

- A. Identification:
1. Project Name: \_\_\_\_\_
  2. Project No.: \_\_\_\_\_
  3. Architect: \_\_\_\_\_
- B. Use of This Form:
1. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, there is a possibility that such accessory materials might contain VOC content in excess of that permitted, especially where such materials have not been explicitly specified.
  2. Contractor is required to obtain and submit this form from each installer of work on this project.
  3. For each product category listed, circle the correct words in brackets: either [HAS] or [HAS NOT].
  4. If any of these accessory materials has been used, attach to this form product data and MSDS sheet for each such product.
- C. VOC content restrictions are specified in Section 01 6116.

**2.01 PRODUCT CERTIFICATION**

- A. I certify that the installation work of my firm on this project:
1. [HAS] [HAS NOT] required the use of any ADHESIVES.
  2. [HAS] [HAS NOT] required the use of any JOINT SEALANTS.
  3. [HAS] [HAS NOT] required the use of any PAINTS OR COATINGS.
  4. [HAS] [HAS NOT] required the use of any COMPOSITE WOOD or AGRIFIBER PRODUCTS.
- B. Product data and MSDS sheets are attached.

**3.01 CERTIFIED BY: (Installer/Manufacturer/Supplier Firm)**

- A. Firm Name: \_\_\_\_\_
- B. Print Name: \_\_\_\_\_
- C. Signature: \_\_\_\_\_
- D. Title: \_\_\_\_\_(officer of company)
- E. Date: \_\_\_\_\_

**END OF SECTION**

**SECTION 01 7000**  
**CONTRACT CLOSEOUT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance Products.
- G. Warranties and bonds.
- H. Maintenance service.

**1.02 RELATED SECTIONS**

- A. Section 01 5600 - Temporary Controls.
- B. Section 01 7500 - Starting of Systems
- C. Section 01 2900 - Applications for Payment

**1.03 CLOSEOUT PROCEDURES**

- A. Submit written certification including:
  - 1. The Work, or a designated portion thereof, is substantially complete in accordance with Contract Documents and ready for Architect/Engineer's review.
  - 2. A comprehensive list of work which is incomplete or in need of correction.
  - 3. Draft closeout submittals for the Work, or designated portions thereof.
- B. Within a reasonable time after receipt of this certification, the Architect will perform initial review. Incremental review will not be performed.
- C. If the Architect determines that the Work is not substantially complete:
  - 1. The Architect will promptly notify the Contractor and Owner in writing, setting forth reasons for the determination.

2. The Contractor shall correct or complete deficiencies in the Work and send a second written certification as above.
  3. The Architect will perform a subsequent review as above.
- D. Coordinate corrective work under provisions of Section 01 3900 - Coordination and Meetings.
- E. Upon the Architect's determination that the Work is substantially complete, the Architect will provide to the Contractor a document co-signed by the Owner's Representative indicating remainder of work to be accomplished prior to completion of the project, or contract recognized portion thereof.

#### **1.04 FINAL INSPECTION**

- A. Submit written certification that:
1. Contract Documents have been reviewed,
  2. Work has been inspected, and that
  3. Work, or a designated portion thereof, is complete in accordance with Contract Documents and
  4. Systems and equipment have been tested in the presence of the Owner.
  5. Work is ready for Architect review.
- B. Within a reasonable time after receipt of this certification, the Architect will perform a review to verify the status of the Work.
- C. If the Architect determines that the Work is not substantially complete, defective or otherwise in need of correction:
1. The Architect will promptly notify the Contractor and Owner in writing, setting forth reasons for the determination and listing the deficient work.
  2. The Contractor shall immediately correct or complete deficiencies in the Work and send a second written certification that the Work is complete.
  3. The Architect will perform a subsequent review as above.
  4. Additional review time by the Architect due to incomplete corrections may be "backcharged" to the Contractor by the Owner.
- D. When the Architect determines that the Work is complete in accordance with the Contract Documents, the Architect will request the Contractor to make closeout submittals.

#### **1.05 CLOSEOUT SUBMITTALS**

- A. Submit under provisions of Section 01 3300 - Submittals.
- B. Submittals for review shall be subdivided according to design consultant review.
- C. Submittals required by governing or other authorities.
- D. Evidence of payment and release of liens under the provisions of Section 01 2900 - Applications for Payment.
- E. Certificates of insurance for products and completed operations.

- F. Record Drawings
- G. Warranties and Bonds.
- H. Operations and Maintenance information and manuals.
- I. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and sum remaining due. Adjustments include:
  - 1. Approved Change Orders.
  - 2. Unit price calculations.
  - 3. Allowances.
  - 4. Liquidated Damages.
  - 5. Deductions for reinspection.
  - 6. Deductions for deficient work uncorrected.
  - 7. Other adjustments.
  - 8. Approved payments.
  - 9. Contract Sum as adjusted.
  - 10. Amount remaining due.

#### **1.06 FINAL CLEANING**

- A. Execute final cleaning prior to Architect's initial review.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned. Remove excess lubrication and other substances.
- C. All marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the Project. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Clean and buff all metalwork. Plumbing fixtures and light fixtures shall be washed clean. Vacuum carpeted and soft surfaces. Exposed concrete, ceramic tile and resilient flooring shall be swept, mopped and waxed (where appropriate) in full compliance with specific requirements of finish manufacturer's specifications. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections and labels shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect and District.
- D. Contractor shall replace filters and clean heating and ventilating equipment used for temporary heating, cooling and ventilation.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste, surplus materials and rubbish from the site.

#### **1.07 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
  5. Reviewed Shop Drawings, Product Data, and Samples.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract drawings.
- G. Submit reproducible documents to Architect prior to final Application for Payment, including indexed PDF(s) of all required documents. Provide one PDF file each for:
1. Complete Record Specifications
  2. Complete Record Drawings
  3. Complete Record Shop Drawings
- H. Receipt and acceptance of Record Documents by the Owner is a precondition for filing Notice of Completion.

#### **1.08 OPERATION AND MAINTENANCE DATA**

- A. Submit data on 8-1/2 x 11 inch (A4) text pages, bound in three-ring "slant D" binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
    - g. Receipts for spare parts, maintenance products and keys, attested by the Owner.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Originals of warranties and bonds
- E. Submit 1 draft copy of completed volumes. This copy will be reviewed and returned with Architect comments. Revise content of all document sets as required prior to final submission.
- F. Submit two sets of revised final volumes, within 10 days after final inspection, including indexed PDF(s) of all required documents.
- G. Receipt and acceptance of Operations and Maintenance Documents by the Owner is a precondition for filing Notice of Completion.

#### **1.09 WARRANTIES AND BONDS**

- A. Submit guarantees as specified in the General Conditions.
- B. Provide duplicate copies.
- C. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- D. Provide Table of Contents and assemble in a three ring binder with durable plastic cover. Also provide indexed PDF of scan of all warranties and bonds.
- E. Submit prior to final Application for Payment.
- F. In the case that any portion of the work is eligible for a warranty start period prior to Notice of Completion as designated by above article 1.09.F, Contractor shall conform to procedures defined by articles 1.03 through 1.09, applicable to portion of work. Upon the Architect's determination that the Work is substantially complete, the Architect will:

1. Prepare the Certificate of Substantial Completion upon AIA Form G704 with the Contractor's list of items to be completed or corrected, as verified and amended by the Architect.
  2. Submit the completed Certificate of Substantial Completion to the Contractor and the Owner for written acceptance of their respective duties set forth therein.
- G. For items of Work delayed beyond date of Notice of completion or Substantial Completion where applicable, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

#### **1.10 MAINTENANCE SERVICE**

- A. Furnish service and maintenance of components indicated in specification sections during the warranty period.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

Not Used.

**END OF SECTION**



## SECTION 01 7419

### CONSTRUCTION WASTE MANAGEMENT

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of each prime Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.02 SUMMARY:

- A. Contractor shall implement procedures to divert **75%** of construction waste. As many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.
- B. The Contractor shall develop a Waste Management Plan as defined in this Section and submit for review by the Owner, Construction Manager, and Architect.

##### 1.03 DEFINITIONS

- A. Waste Materials: construction materials that are excess to the contract requirements and which can not be effectively used in the Work.
- B. Salvage Materials: waste materials or materials that exist on the site that can be reused, either on site or by another entity.
- C. Recyclable Waste: waste materials that exist on site or are generated during the construction process that can be recycled/remanufactured into another material.
- D. Categories of salvageable or recyclable waste include the following:
  - 1. Concrete, Masonry, and Other Inert Fill Material: concrete, brick, rock, broken up asphalt pavement, clay, and other inert (non-organic) materials.
  - 2. Metals: metal scrap including iron, steel, copper, brass, and aluminum; includes beverage containers, packaging materials (such as metal banding), fencing, reinforcing bar, wiring, plumbing, etc.
  - 3. Untreated Wood: unpainted, untreated dimensional lumber, wood edging, wood shipping pallets, etc. Does not include pressure treated or creosote treated wood.
  - 4. Engineered Wood Products: plywood, oriented strand board, "Masonite", particleboard, manufactured trusses and beams, and glue-laminated timbers.
  - 5. Gypsum Wallboard: excess drywall construction materials including cuttings, other scrap, and excess materials.
  - 6. Cardboard: clean, corrugated cardboard such as used for packaging, etc.
  - 7. Paper Goods:
  - 8. Office paper: includes any paper, such as manufacturer instruction, specification sheets, files, correspondence, packaging, stiffeners, etc.

9. Newsprint: shredded or whole newspaper goods.
  10. Plastic: beverage containers, packaging materials (such as polystyrene “peanuts” and expanded polystyrene), containers (other than those used for hazardous materials), vinyl products, etc.
  11. Glass: includes glass beverage containers, and recyclable glass building materials.
  12. Insulation: rigid foam, batt, and loose fill insulation materials.
  13. Carpet: face fiber, backing, padding, and carpet cushion scrap.
  14. Paints: unused portions of paints and coatings applied on-site.
  15. Fabric: uncontaminated fabric scraps.
  16. Rubber: uncontaminated rubber scraps, including but not limited to recycled-content rubber flooring, rubber edging, tires that are no longer serviceable, etc.
  17. Other: any additional materials identified on-site to be valued for salvage, reuse, or recycling by the Contractor, Owner, Construction Manager, or Architect.
- E. Non-Recyclable Waste: All waste materials that are not able to be recycled, due to contamination, lack of recycling facilities or salvage options, or high cost.
- F. Source Separated: Materials that are separated on-site by category.
- F. Co-Mingled: Several types of construction waste that are combined in a single container. Co-mingling of recycling waste must be approved by the identified recycling facility.
- G. Hazardous Waste: Any substance whose handling and/or disposal is regulated as hazardous waste by local, state, or federal authorities.
- H. Alternative Daily Cover (ADC): Material placed over a waste collection location or container in order to prevent vector dispersal, fires, odors, or blowing debris, which is then disposed of as waste itself. ADC is not permitted on projects seeking LEED certification.

#### **1.04 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with all applicable federal, state, and local ordinance and regulation requirements for recycling and waste management.
- B. Disposal Sites, Recyclers, and Waste Materials Processors: Use only facilities properly permitted by state and local authorities.
- C. Preconstruction Waste Management Conference: Prior to beginning work at the site, schedule and conduct a conference to review the Construction Waste Management Plan and discuss procedures, schedules and specific requirements for waste materials recycling and disposal. Discuss coordination and interface between the Contractor and other construction activities. Identify and resolve problems with compliance with requirements. Record minutes of the meeting, identifying all conclusions reached and matters requiring further resolution.

1. Plan Revision: Make any revisions to the Construction Waste Management Plan agreed upon during the meeting and incorporate resolutions agreed to be made subsequent to the meeting. Submit the revised plan to the Contracting Officer's Representative for approval.

D. Implementation:

1. Designate an on-site party responsible for instructing workers and implementing the Construction Waste Management Plan.
2. Distribute copies of the Construction Waste Management Plan to the job site foreman and each subcontractor.
3. Include waste management and recycling in worker orientation.
4. Provide on-site instruction on appropriate separation, handling, recycling, and salvaging methods to be used by all parties at the appropriate stages of the work at the site.
5. Prominently display Waste Management Plan and clearly mark all containers and areas on site dedicated to source separation.
6. Include waste management and recycling discussion in pre-fabrication meetings with subcontractors and fabricators.
7. Also include discussion of waste management and recycling in regular job meetings and job safety meetings conducted during the course of work at the site.

## 1.05 STORAGE AND HANDLING

- A. Salvage Materials: Provide protective handling and storage as required for all items identified for salvage and reuse by the Owner, Construction Manager, or Architect.
- B. Recyclable Waste: Remove all recyclable materials, as identified in the Waste Management Plan, from the work location to approved containers daily. Failure to remove waste materials will be considered cause for withholding payment and/or termination of Contract.
  1. Provide separate collection containers as required by recycling haulers and to prevent contamination of material, provide protection from rain as applicable.
  2. Replace loaded containers with empty ones as demand requires but not less than weekly.
  3. If waste will be collected co-mingled in a single container for off-site sorting, facility delivery receipts must show each material stream.
  4. Personal waste (lunch wrappers, etc) must be collected separately from construction waste.
- C. Handling: Deposit all indicated recyclable materials in the containers in a clean (no mud, adhesives, solvents, petroleum contamination), debris-free condition. Do not deposit contaminated materials into the containers until such time as such materials have been cleaned.
  1. If contamination chemically combines with the material so that it cannot be cleaned, do not deposit into the recycle containers.

## 1.06 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Transport recyclable waste materials from the Work Area to the recycle containers and carefully deposit in the containers in a manner to minimize noise and dust. Close container covers immediately after materials are deposited. Do not place recyclable waste materials on the ground adjacent to a container.
- B. Existing Conditions: Coordinate with "Instructions to Bidders" and "Supplementary Conditions".

## 1.07 SUBMITTALS

- A. See Section 01 3329.02 – Sustainable Design Reporting – LEED v4 for LEED Submittal Procedures.
- B. Construction Waste Management Plan: Contractor must submit complete Construction Waste Management Plan for review within 30 days from the Notice to Proceed.
- C. Updated Construction Waste Management Plan with Delivery Receipts: Submit monthly with Application for Payment as specified in Section 01 2900.

## PART 2 PRODUCTS

### 1.01 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Construction Waste Management Plan: Contractor shall develop a construction waste management plan indicating proposed methods for collection, segregation, and removal of all construction wastes and debris produced by the work of this Contract, including all costs associated with this plan. Those waste materials produced during the course of this Contract that can be recycled cost-effectively, shall be. The Waste Management Plan shall include, at a minimum, the following:
  - 1. Provide an analysis of jobsite waste to be generated, including types and quantities.
  - 2. Provide strategies for salvage, reuse, or recycling for a minimum of all materials listed below. Include additional waste materials that are deemed cost-effective to salvage, reuse, or recycle. See “Definitions” above for material categories.
  - 3. Provide documentation to justify decision not to recycle any items listed below.
  - 4. Show compliance with applicable state and local ordinances and regulations.
  - 5. Include a list of recycling facilities to which indicated recyclable materials will be distributed for disposal.
  - 6. Identify materials that are not recyclable or otherwise conservable that must be disposed of in a landfill or other means acceptable under governing State and local regulations.
  - 7. List permitted landfills and/or other disposal means to be employed.
  - 8. Indicate any instances where compliance with requirements of this Section does not appear to be possible and request resolution from the Architect.
- B. Waste Materials: The following materials shall be salvaged or recycled according to this specification. Strategies for salvage and recycling shall be identified in the Waste Management Plan as required above.
  - 1. Salvage Materials: Identify materials existing on site that are candidates for salvage and reuse, either on this Project or through sale or donation to local organizations.
  - 2. Recyclable Materials: The following materials, at a minimum, shall be salvaged or recycled. Applies to all such listed waste materials produced during the course of this Contract.
    - a. Concrete, Masonry, and Other Inert Fill Material
    - b. Metals
    - c. Untreated Wood
    - d. Gypsum Wallboard Scrap
    - e. Cardboard
    - f. Paper Goods
    - g. Beverage Containers
    - h. Plastic

- i. Glass
  - j. Carpet
- C. Delivery Receipts: Maintain copies of delivery receipts for waste materials salvaged and sent to permitted waste materials processors or recyclers that indicate the location and name of firm accepting recyclable waste materials, types of materials, net weights of each type, date of delivery and value of materials.
- D. Maintain working copy of Construction Waste Management Plan at site for review by Owner, Construction Manager, Architect, and all Trades involved in Project.

### **PART 3 EXECUTION**

#### **2.01 WASTE MANAGEMENT**

- A. General: Implement waste management procedures in accordance with approved construction waste management plan. Maintain procedure throughout the life of this Contract.
- B. Source Separation: Separate, store, protect, and handle at the project site all identified recyclable and salvageable waste products to prevent contamination of materials and maximize recyclability and salvageability of materials.
- C. Collection: Arrange for timely pickups from the site or deliveries to approved recycling facilities of designated waste materials to keep construction site clear and prevent contamination of recyclable materials. Maintain records accessible to the Contracting Officer's Representative for verification of construction waste materials recycling.
- D. Delivery Receipts: Keep and maintain records of all deliveries to recycling facilities and all pickups of waste materials at the site by others as specified above.
- E. Salvage and Reuse: Identify salvage and reuse options for all materials that are deemed to be reusable, but will not be reused on this Project.
- F. Non-Recyclable Waste: Collect and segregate non-recyclable waste for delivery to a permitted landfill site.
- G. Hazardous Waste: Control and dispose of hazardous waste in accordance with local, state, and federal regulations.

**END OF SECTION**

## **SECTION 01 7500**

### **STARTING OF SYSTEMS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Starting of Systems:
  - 1. New systems in this Contract.
  - 2. Existing systems relocated or disturbed by the Work of this Contract.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

##### **1.02 RELATED SECTIONS**

- A. Section 01 4000 - Quality Control: Manufacturers field reports.
- B. Section 01 7000 - Contract Closeout: System operation and maintenance data and extra materials.

##### **1.03 STARTING SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractors' personnel in accordance with manufacturers' instructions.
- G. Submit a written report in accordance with Section 01 3300 - Submittals that equipment or system has been properly installed and is functioning correctly.

##### **1.04 DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion, including existing telephone, intercom and fire alarm.

- B. Demonstrate Project equipment by a qualified manufacturers' representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within four months.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.

## **PART 2 PRODUCTS**

Not Used.

## **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**SECTION 01 7513**  
**EXECUTION REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Execution and installation requirements.
- B. Products and installation for patching and extending work.
- C. Transition and adjustments.
- D. Repair of damaged surfaces, finishes, and cleaning.
- E. Existing Systems: Relocation and restoration of function, testing.

**1.02 RELATED SECTIONS**

- A. Section 01 3300 - Submittals: Submittals procedures.
- B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 5000 - Temporary Facilities and Section 015600 - Temporary Controls: Exterior enclosures, temporary heating/cooling/ventilating facilities.
- D. Section 01 7000 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

**1.03 SUBMITTALS**

- A. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
  - 3. Submit surveys and survey logs as for the project record.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.



#### **1.04 QUALIFICATIONS**

- A. For survey work employ a land surveyor registered in California and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

#### **1.05 PROJECT CONDITIONS**

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- E. Erosion and Sediment Control: Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- F. Noise Control: Provide methods, means, and facilities to minimize noise from demolition, earthwork and noise produced by construction operations.
- G. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

#### **1.06 COORDINATION**

- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate occupancy requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

- C. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.

### **2.02 FABRICATION**

- A. Machine-roll components or elements required to be curved or radiused. Do not field bend or "walk-down". Provide true curves minimizing joints, segmented fabrication not allowed.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that demolition is complete in alterations areas and areas are ready for installation of new work.

- C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- D. Examine and verify specific conditions described in individual specification sections.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Cut, move, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ducts and piping to prevent condensation in exposed areas.
- E. Prepare surfaces and remove surface finishes to provide for proper installation of new work and finishes.
- F. Clean substrate surfaces prior to applying next material or substance.
- G. Seal cracks or openings of substrate prior to applying next material or substance.
- H. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on Drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations.
  - 4. All other work as indicated or necessary.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

#### **3.04 GENERAL INSTALLATION REQUIREMENTS**

- A. Install Products as specified in individual sections.
- B. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new Work abuts or aligns with existing, perform a smooth and even transition.
- C. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- D. Grind or bush split-faced or textured masonry to achieve hairline fit to adjacent trim, flashings, inserts, escutcheons or other penetrating elements.
- E. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- F. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- G. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- H. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- I. Re-cover and refinish work that exposes mechanical and electrical work exposed accidentally during the work.

### **3.05 CUTTING AND PATCHING**

- A. Execute cutting and patching including excavation and fill to complete the work, to uncover work to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit Products together to integrate with other work.
- B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new Products in accordance with requirements of Contract Documents.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07840, to full thickness of the penetrated element.
- H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- I. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### **3.06 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

### **3.07 PROTECTION OF INSTALLED WORK**

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

### **3.08 ADJUSTING**

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Division 23 and Sections 01 4000 and 01 7500.

### **3.09 EXISTING SYSTEMS**

- A. Examine and test existing building systems and utilities with components requiring relocation during performance of this work. Examples may include but are not limited to:
  - 1. Mechanical Systems
  - 2. Plumbing Systems
  - 3. Electrical Systems, line voltage, low voltage, signal alarm, or data.
  - 4. Fiber-optic data or communication cabling systems.
- B. Remove or relocate these components while work is performed.
  - 1. Fiber-optic data cabling systems are extremely fragile and subject to mechanical damage. Relocate these systems with great care. Do not disconnect or remove these systems, which must remain in place and in operation during the Work.
- C. Restore these components to the former location upon completion of the Work.
- D. Test systems under provisions of Section 01 7500 to confirm proper operation. Conduct tests in the presence of the Architect and Owner's Representative.
- E. Perform remedial work as necessary to establish proper operation. Assume responsibility for proper operation of systems following completion of Work.

**END OF SECTION**

## **SECTION 01 8113**

### **SUSTAINABLE DESIGN REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes general requirements and procedures for compliance with California Code of Regulations, Title 24, Part 11 California Green Building Standards Code, "CAL-Green".
  - 1. Chapter 5- Non-Residential Mandatory Measures.

##### **1.02 RELATED REQUIREMENTS**

- A. Pertinent sections specifying erosion control.
- B. Section 01 6116 - Volatile Organic Compound (VOC) Restrictions.
- C. Section 01 7419 - Construction Waste Management and Disposal.
- D. Section 01 7000 - Contract Closeout .
- E. Pertinent sections specifying landscape irrigation.

##### **1.03 DEFINITIONS**

- A. CAL-Green Definitions: Certain terms are defined by CAL-Green in Chapter 5 of the Code. Words and terms used in this section shall have the meanings shown therein.

##### **1.04 INFORMATIONAL SUBMITTALS**

- A. General: Submit CAL-GREEN submittals required by code and in other Specification Sections.
- B. CAL-GREEN submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated CAL-GREEN requirements.
- C. Acceptable verification submittals are specified in the related sections.

#### **PART 2 PRODUCTS**

##### **2.01 REQUIREMENTS - GENERAL**

- A. Provide products and procedures necessary to confirm CAL-GREEN compliance required in this Section. Although other Sections may specify some CAL-GREEN requirements, the Contractor shall determine additional materials, techniques, means, methods and procedures necessary to comply with CAL-GREEN requirements.

##### **2.02 STORM WATER POLLUTION PREVENTION PLAN**

- A. Section 5.106.1: Comply with requirements of this code section, local ordinances, General Conditions, Special Provisions, and related sections specifying erosion control.

##### **2.03 OUTDOOR WATER USE**

- A. Section 5.304.3.1: Irrigation Controllers: Comply with requirements of this code section, local ordinances and Section 32 8000.

#### **2.04 CONSTRUCTION WASTE REDUCTION**

- A. Section 5.408 Construction Waste Management, Diversion and Recycling: Comply with requirements of this code section, local ordinances and Section 01 7419.

#### **2.05 BUILDING MAINTENANCE AND OPERATION**

- A. Section 5.410.2.3, 4. Commissioning and Functional Performance Testing: Participate in Commissioning and provide functional performance testing as required by these code sections and as specified in Section 01 7500.
- B. Section 5.410.2.5. Documentation and Training: Provide Operations Training as required by these code sections and as specified in Section 01 7500 and Systems Manual as specified in Section 01 7500.

#### **2.06 POLLUTANT CONTROL**

- A. Section 5.504.3 Indoor Air Quality: Comply with requirements of this code section, local ordinances.
  - 1. During storage, rough installation and until final start-up of HVAC equipment, securely cover all ducts and air distribution component openings with plastic, tape, sheet metal or other methods acceptable to enforcing agency to reduce dust or debris collected in the system.
- B. Section 5.504.4 Finish Material Pollutant Control: All Finish materials shall comply with requirements of this code section, local ordinances and Section 01 6116.

### **PART 3 EXECUTION**

#### **3.01 GENERAL**

- A. Comply with Section 01 7419 - Construction Waste Management and Disposal.
- B. Comply with execution requirements of related sections and applicable local codes and ordinances.

**END OF SECTION**



**SECTION 03 10 00**  
**CONCRETE FORMWORK**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Special Provisions, and other Technical Specification Sections apply to this Section.

**1.2 SUMMARY**

- A. Furnish, install, and remove forms for structural cast-in-place concrete including shoring and form supports.
- B. Work included in this section includes formwork required for concrete walls and paving including exposed slabs on grade and foundation concrete as shown on Drawings.

**1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS**

- A. Concrete Reinforcing: Section 03 20 00
- B. Cast-in Place Concrete: Section 03 33 00

**1.4 DEFINITIONS**

- A. Not Used.

**1.5 CODES AND STANDARDS**

- A. The latest editions of the following references, codes, and standards are hereby made a part of this Section and formwork shall conform to the applicable requirements therein except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements.
  - 1. "Recommended Practice for Concrete Formwork," ACI 347.
  - 2. California Building Code (CBC), Chapter 19, latest edition.

**1.6 ALLOWABLE TOLERANCES**

- A. Design, construct, set, and maintain formwork so as to ensure completed work within the suggested tolerance limits specified in ACI 347, Section 3.1.1.

## 1.7 MATERIALS

- A. Earth / Bedrock Forms: Unless otherwise indicated or required by the Drawings or these specifications, concrete for footings may be placed directly against vertical excavated surfaces provided the material will stand without caving and provided that minimum reinforcing steel clearances indicated on the Drawings are maintained and suitable provisions are taken to prevent raveling of top edges or sloughing of loose material from walls of excavation. Sides of excavation shall be made with a neat cut and the width made as detailed on the Drawings. Where sides are unstable or excavations are not accurately cut, over-excavate to permit placement and removal of formwork.

B. Fabricated Forms:

1. Exposed Architectural Concrete Not Otherwise Noted or Specified: Plywood, metal, metal framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practical sizes to minimize number of joints and to conform to joint system shown on drawings.

If plywood is used, plywood shall comply with U.S. Product Standard PS 1-09 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark. Thickness shall be of sufficient design and strength to hold concrete properly in place and alignment.

2. Chamfer Strips, Reveals, and Score Marks: Extruded polyvinylchloride specifically produced for concrete work; Greenstreak, Vinylex Corp., Preco Industries, Vulcan Metal Products, or approved equivalent.
3. Unexposed Concrete Not Otherwise Specified: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit. Of sufficient design and strength to hold concrete properly in place and alignment.
4. Framing: At Contractor option subject to meeting necessary strengths and surface tolerances.

C. Form Release Agents:

1. Exposed Concrete Including Surfaces to Receive Paint and Other Coatings: Chemically active type producing water insoluble soaps. Form release agents shall be delivered in manufacturer's sealed and trademarked containers and shall be guaranteed to provide clean, stain-free concrete release and not to interfere with future applied coatings and finishes. Release agents shall contain no petroleum solvents such as creosote, paraffin, waxes, or diesel oil.

2. Concealed Concrete: Contractor option except that release agents shall not interfere with bond of any applied finish.
- D. Form Sealer (Wood Forms):
1. MeadowBurke "Form Sealer," or approved equivalent, and of a type which will not interfere with bond of applied finishes.
- E. Form Ties:
1. Metal, spreader type, removable to 1" from concrete face. Ties for exposed concrete shall leave smooth 1" diameter conical holes with no spalling upon form removal. Ties for exposed concrete shall be of same type throughout Project. Wire ties and wood spreaders will not be allowed.
- F. Cold Joints (Exterior Paving Slab on Grade):
1. Standard 24 GA. galvanized steel, keyed profile, sized to suit slab thickness, punched on permit passage of continuous or doweled reinforcing bars of size and spacing shown on the drawings.

## **PART 2 - EXECUTION**

### **2.1 PREPARATION**

- A. Vertical and Horizontal Controls: Establish and maintain necessary benchmarks, lines, or controls throughout construction.
- B. Secure information and provide for underfloor electric raceways, openings, sleeves, chases, reglets, pipes, recesses, nailers, anchors, ties, inserts, and similar embedded items. Coordinate with concrete work for requirements governing embedment and sleeving of pipes, raceways, and conduits.

### **2.2 CONSTRUCTION**

- A. Formwork - General: Construct wood forms of sound material, straight and rigid, thoroughly braced, mortar tight, and of such strength that the pressure of concrete and the movement of men and equipment will not displace them. Visible waves in exposed concrete surfaces after stripping of forms may result in rejection of that portion of the concrete. The design and engineering of formwork shall be the complete responsibility of the Contractor.
- B. Plywood Forms for Exposed Concrete: Plywood panels shall be clean, smooth, uniform in size, and free from damaged edges or faces (including holes other than those required for form ties). Use full panels wherever possible. Make plywood panel pattern regular and symmetrical, joints plumb or level, horizontal joints continuous. Block plywood edges, which do not occur at bearing points in order to eliminate joint offsets.

- C. Framing and Bracing: Framing, bracing, and supporting members shall be of ample size and strength to carry safely, without excessive deflection (exceeding allowable tolerances), all dead and live loads to which formwork may be subjected, and shall be spaced sufficiently close to prevent any apparent bulging or sagging of forms.
- D. Form Ties: Form ties shall be of sufficient strength and used in sufficient quantities to prevent spreading of the forms. Ties for exposed concrete surfaces shall be arranged symmetrically and shall be aligned both vertically and horizontally (do not stagger), with layout pattern acceptable to Architect based on Drawing layouts and, where not shown, in accordance with reviewed formwork layout shop drawing submittals.
- E. Forms for concrete shall be constructed full height and width between indicated construction joints or emphasized joints in concrete surface and shall not be broken for pour or construction joints within these areas.
- F. Construct forms no higher than 12" above top of pour or construction joint.
- G. Construction Joints: Construction joints shall be in accord with requirements of Section 03 30 00: "Cast-in-Place Concrete." Confine construction or pour joints to rustication strip locations where they occur; where rusticated joints do not occur in a surface, provide a surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints. Prior to subsequent pour, remove strip and tighten forms. Construction joints shall show no "overlapping" or offsetting of concrete surfaces and shall, as closely as possible, present the same appearance as butted plywood joints. Joints in a continuous line shall be straight and true.
- H. Score Lines: Where "score," emphasized or rustication lines are indicated on vertical surfaces, obtain such lines by accurate placement of moldings in forms. Pieces shall be in longest lengths practical with joints mitered.
- I. Arrange forms to allow proper erection sequence and to permit form removal without damage to concrete.
- J. Form Sealer: Uncoated plywood forms for smooth Architectural Concrete shall be sealed on contact faces and edges using two (2) coats of specified form sealer in strict accord with manufacturer's directions.
- K. Form Release Agent: Thoroughly clean forms and coat with release agent prior to initial use and before each reuse. Apply release agent in strict accord with manufacturer's directions and coverage recommendations avoiding starved areas or excessive applications. Apply release agents reinforcing steel is placed.
- L. Reuse of Forms: Control reuse of forms for exposed surfaces to provide surface of uniform color and texture without sharp demarcation between adjacent surfaces.
- M. Prior to placement of concrete, remove dirt, debris, and foreign material from forms. Leave no wood in concrete except nailers.

### **2.3 FALSEWORK**

- A. Contractor shall be fully responsible for proper strength, safety, and adequacy of formwork supports, and bearing surfaces thereof, used on and in connection with the work. Falsework shall be designed to support imposed loads without deformation, deflection, or settlement.
- B. Vertical and lateral loads shall be carried to ground by falsework system, or by the completed structure after it has attained the requisite strength.
- C. Erect shoring and vertical supports so that they cannot tilt or settle. Securely brace inclined shores against slipping or sliding. Cut bearing ends of shores square and with a tight fit at splices. Splices, where used, shall be secure against bending and buckling.

### **2.4 REMOVAL OF FORMS AND FALSEWORK**

- A. The removal of forms and falsework shall be carried out in such manner as to ensure the complete safety of the structure. Supports shall not be removed until members have sufficient strength to support safely their own weight and any superimposed loading with proper factor of safety.
- B. Forms for exposed concrete surfaces shall be removed in such a manner as to preclude damage to finishes. Pinch bars and similar tools shall not be used for prying against exposed surfaces. Stripping shall commence at top edge or vertical corner where the use of wooden wedge is possible. Wedging shall be done gradually and shall be accompanied by light tapping on panels to loosen them. When free at one end, gradually loosen remaining area without jerking.
- C. After concrete is placed, the following minimum times shall elapse before the removal of forms or shoring:
  - 1. Vertical Forms (Walls, Columns, and Beam Sides): 3 days
  - 2. Side Forms (Footings, Slabs on Grade): 48 hours
  - 3. Side Forms (Cantilevered Structural Slabs): 7 days
  - 4. Horizontal Forms (Cantilevered Structural Slabs): 21 days
- D. Upon removal of forms, remove bolts, wires, clamps, rod, etc., not necessary to the work to a minimum of 1" from the surface. Conduct operations so as to eliminate the danger of rust stains from form tie materials or other unprotected ferrous materials embedded in or adjacent to exposed concrete surfaces.

**END OF SECTION**

**SECTION 03 20 00**  
**CONCRETE REINFORCING**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Special Provisions, and other Technical Specification Sections apply to this Section.

**1.2 SUMMARY**

- A. The work under this section includes all materials, labor, accessories, equipment and related services to furnish and place all reinforcement in cast-in-place concrete construction, as shown on Drawings, as specified herein, and all required accompanying accessories.
- B. Work included in this section includes reinforcement required for concrete for Sign #1 including exposed slabs on grade and foundation concrete as shown on Drawings.

**1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS**

- A. Concrete Formwork: Section 03 10 00
- B. Cast-in-Place Concrete: Section 03 30 00
- C. Cast-in-Place Concrete Finishing: Section 03 33 00 (including finish for concrete flatwork, formed surfaces including patching and curing of concrete.

**1.4 DEFINITIONS**

- A. Not used.

**1.5 CODES AND STANDARDS**

- A. Code:  
Reinforcement shall conform to the requirements of the current edition of the California Building Code.
- B. Standards:  
Perform all work in accordance with the latest editions and revisions of the following standards which hereby become part of this section.
  - 1. American Concrete Institute (ACI):
    - a. ACI 318 "Building Code Requirements for Reinforced Concrete".
    - b. ACI 301 "Specifications for Structural Concrete for Buildings".
    - c. ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete".
  - 2. Concrete Reinforcing Steel Institute (CRSI):
    - a. "Recommended Practice for Placing Reinforcing Bars."
    - b. "Suggested Specifications, Reinforcement, including Provisions for Coated Reinforcing Bars."
  - 3. American Welding Society (AWS):
    - a. 1. AWS D1.1 "Structural Welding Code - Steel".

- b. 2. AWS D1.4 "Structural Welding Code - Reinforcing Steel".
- 4. American Society of Testing and Materials (ASTM):
  - a. "Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement" (ASTM A615)
  - b. "Specification for Steel Wire, Plain, for Concrete Reinforcement" (ASTM A82)
  - c. "Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement" (ASTM A706)

## 1.6 SUBMITTALS

### A. Shop Drawings:

- 1. The Contractor shall prepare shop drawings showing detailed layout of reinforcement, including dimensions, openings, bar spacing, bending details, bar schedules, and similar items required for the proper construction of the work. Drawings shall show grades of reinforcing steel and shall be prepared in compliance with the Drawings.
- 2. The shop drawings for the top bars and the bottom bars for the slabs shall be prepared on different sheets. Reinforcement of concrete walls and beams shall be shown on elevations with sections as required. Elevations of walls and beams shall be at least  $1/4" = 1'-0"$  scale.
- 3. Shop drawings shall be prepared in accordance with ACI 315 "Details and Detailing of Concrete Reinforcement".
- 4. Shop drawings relating to the parts comprising a proposed unit shall be submitted simultaneously so that parts may be checked individually and as an assembly for said unit. Shop drawings shall list the Contract Drawings used as reference in the development of said shop drawings. Shop drawings shall be submitted per the format called for in the General Requirements.
- 5. Numbering: All shop drawings shall be numbered in a logical and sequential manner.

### B. Recycled Content Submittals:

- 1. Contractor shall provide documentation for reinforcing steel recycled content. Include statement indicating costs.

### C. Submissions:

- 1. Submit under provisions of Standard Provisions Section 9.

### D. Mill Certificates: Submit steel producer's certificates of mill analysis, tensile and bend tests for reinforcing steel. Certificates shall reference heat numbers, and corresponding heat numbers shall be indicated on the tags of unbroken bundles of bars. If mill certificates are not available for the heats supplied, or if heat identification is missing from bundles supplied, verification testing of the supplied bars shall be required, paid for by the Contractor. Submit Certificates to Special Inspector in accordance with Source Quality Control requirements of this section.

### E. Product Data:

- 1. Bar Supports.

2. Coated bar tie wire.
  3. Mechanical couplers.
  4. Headed reinforcing.
- F. Samples:
1. One sample of each type of bar support.
  2. One 12 inch length of each type of tie wire.
  3. One sample of each size of headed reinforcement.

#### **1.7 PRODUCT HANDLING**

- A. Delivery: Deliver reinforcement to the job site bundled, tagged and marked. Use metal tags indicating bar size, lengths and other information corresponding to markings shown on shop drawings. Note heat identification requirements for correspondence to mill certificates.
- B. Storage: Store reinforcement at the job-site in a manner to prevent damage and accumulation of dirt and excessive rust.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. All reinforcing shall conform to the requirements of ASTM A615, Grade 60 or ASTM A706 Grade 60, unless otherwise noted on the drawings.
- B. Smooth dowels: ASTM A615 Grade 40, smooth; shop painted with iron oxide zinc chromate primer.
- C. Tie Wire:
1. Black annealed wire, 16 gauge or heavier.
- D. Supports for Reinforcement: Bolsters, chairs, spacers and other devices for supporting, spacing and fastening reinforcement in place:
1. Use wire bar type supports complying with CRSI recommendations, unless otherwise indicated. Do not use wood, brick, and other unacceptable materials.
  2. For slabs on grade use supports of precast concrete blocks of size sufficient to resist settlement into soil, but not less than 3 inches square, with embedded plastic coated wires.
  3. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dip galvanized or plastic protected legs. For this project, soffits and faces of slabs and beams shall be considered as exposed-to-view unless specifically noted otherwise.

### **PART 3 - EXECUTION**

#### **3.1 FABRICATION**

- A. Fabrication of reinforcing bars shall conform to required shape and dimensions, with fabrication tolerances complying with the CRSI Manual and ACI 315. Fabrication shall not commence until shop drawings have been reviewed and returned by the Architect as appropriate. In case of fabricating errors, do not rebend or straighten reinforcement in a manner that will injure or weaken the material.



- B. Unacceptable materials: Reinforcement with any of the following defects will not be permitted in the work:
  - 1. Bar lengths, depths, and bends exceeding specified fabrication tolerances.
  - 2. Bends or kinks not indicated on Drawings or final Shop Drawings.
  - 3. Bars with reduced cross-section due to excessive rusting or other causes.
- C. Welded splices shall be used only where specifically indicated on the drawings. When used, the splice shall have bars butted and welded to develop in tension at least 100 percent of the specified tensile strength of the bar.
- D. Welding of stirrups, ties, inserts or other similar elements to longitudinal reinforcing bars shall not be permitted.

### **3.2 INSPECTION AND SOURCE QUALITY CONTROL**

- A. Contractor to examine the substrate, formwork, and the conditions at which concrete reinforcement is to be placed, and correct conditions which would prevent proper and timely completion of the work. Do not proceed with the work until satisfactory conditions have been obtained.
- B. Contractor shall submit the following to the Special Inspector for all supplied reinforcing steel:
  - 1. Certificates of compliance with specified standards for reinforcing bars.
  - 2. Welding electrodes.
  - 3. Reinforcing bar coating.
  - 4. Certified mill test reports including physical and chemical analysis.
- C. Special Inspector will:
  - 1. Collect test reports and certificates of compliance.
  - 2. Review test reports and certificates of compliance for conformance with Contract Documents.
  - 3. Select random samples of reinforcing steel for testing by Testing Laboratory, at the discretion of the Special Inspector.
- D. Testing Laboratory will test random samples of reinforcing steel selected by the Special Inspector for compliance with strength, ductility and chemical requirements of ASTM A615 or A706.

### **3.3 INSTALLATION**

- A. Comply with the specified standards for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
- C. Position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain the required minimum coverages for concrete protection. Arrange, space, and securely tie bar supports together with 16 gauge wire to hold

reinforcement accurately in position during concrete placement operations. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.

- E. Provide sufficient numbers of supports and of strength to carry reinforcement. Do not place reinforcing bars more than 2" beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- F. Splices shall only be made at locations and by the method indicated on the drawings. Any proposed alternate location or method must be submitted in writing to the Architect for approval.
- G. Welding:
  - 1. Welding is not permitted unless specifically detailed on the drawings.
  - 2. Employ shielded metal arc, gas metal arc or flux cored arc method and conform to requirements of AWS D1.4 using qualified procedures.
  - 3. Welding shall not be done within two bar diameters of any bent portion of a bar which has been bent cold.
  - 4. Welding of crossing bars is not permitted.
- H. Special Inspector will:
  - 1. Inspect placement of reinforcement for conformance with the Contract Documents as required by CBC Section 1705A.3 and Table 1705A.3.

**END OF SECTION**

**SECTION 03 30 00**  
**CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Special Provisions, and other Technical Specification Sections apply to this Section.

**1.2 SUMMARY**

- A. Furnish and install cast-in-place concrete required for the Project as shown on the Drawings and specified herein for the site structures, including the following principal items: Sign #1. This Section also includes:
  - 1. Building concrete including walls, elevated slabs, structural slabs, slabs on grade and foundation concrete.
  - 2. Curing of formed concrete surfaces.
  - 3. Installation of anchor bolts, hangers, anchors, reglets, plates, inserts, and miscellaneous metal or other materials embedded in concrete.

**1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS**

- 1. Concrete Formwork: Section 03 10 00 (including erection, stripping, and removal).
- 2. Concrete Reinforcing: Section 03 20 00.
- 3. Concrete Finishing: Section 03 33 00 (including finish for concrete formed surfaces including patching and curing of concrete.

**1.4 DEFINITIONS**

- A. Not used.
- B. Architectural Concrete: The term "Architectural Concrete" where used herein shall mean concrete normally exposed to view.

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

- A. "Building Code Requirements for Reinforced Concrete", Current Edition.
- B. California Building Code, Current Edition, Chapter 19A.

**1.6 SUBMITTALS:**

- A. Submit under provisions of Standard Provisions Section 9.

- B. Product data for proprietary materials and items, including admixtures, pigments, joint fillers, manufactured grouts, curing materials and vapor retarder.
- C. Delivery tickets for each batch of concrete delivered, bearing the following information.
  - 1. Mix identification.
  - 2. Weight of cement, aggregate, water and admixtures, and aggregate size.
- D. Samples: See Section 03 35 00 Cast-In-Place Concrete Finishing.
- E. Quality Control:
  - 1. Mix design for each concrete mix and color.
  - 2. Laboratory test reports for concrete mixes.
  - 3. Material certificates for concrete materials, including cements, aggregates and admixtures.
  - 4. Statement of installer/finisher qualifications for Architectural Concrete.
  - 5. Submit color additive manufacturer's color chart and sample chip(s), indicate color additive number, and required dosage rate.
  - 6. Submit two full-scale mock-up (minimum 3' by 3') sample panels of all concrete finishes and color (with curing compound if any to be used and score joints) indicated on the drawings. Approved samples shall be kept at the job site to serve as a prerequisite for all finishes until acceptance of the Work.
  - 7. Submit one-pint samples of aggregate for exposed aggregate finished concrete paving in color range as specified.

## **1.7 ENVIRONMENTAL CONDITIONS**

- A. Cold Weather Requirements: Comply with ACI 306(R)-10, "Cold Weather Concreting."
- B. Hot Weather Requirements: Comply with ACI 305(R)-10, "Hot Weather Concreting."

## **1.8 FINISH**

- A. Refer to Section 03 33 00 for finishing cast concrete after formwork is stripped.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Cement: ASTM C 150-07, Type II. Cement shall be of same brand, type, and source throughout Project. Where aggregates are potentially reactive, use low alkali cement.
- B. Fly Ash: ASTM C 618 CLASS C OR F, with the following requirements:
  - 1. Fly ash shall be added to all concrete at a 20% minimum up to a 35% maximum rate of replacement by weight of the scheduled amount of cement.
  - 2. Modified ASTM requirements:
    - a. Loss on Ignition (L.O.I.): Maximum 1%

- b. Sulfur Trioxide (SO<sub>3</sub>) shall not exceed 3% by weight.
- c. Water requirement – maximum: 100% of control
- d.  $R = \frac{\text{Ca O minus 5\%}}{\text{Fe}_2\text{O}_3}$

R = Sulfate Resistance = 0.75 maximum

$\frac{\text{Ca O}}{\text{Fe}_2\text{O}_3}$  Percentage fly ash oxide analysis

- C. Normal Weight Concrete Aggregate: Aggregate shall be 1" x #4 coarse, clean, uncoated, processed aggregate containing no clay, mud, loam or foreign matter, as follows:
  - 1. Crushed stone, processed from natural rock or stone.
  - 2. Natural or crushed gravel. Do not use pit, bank run, or pea gravel.

Conform to ASTM C-33 uniformly graded, 3/4-inch (19-mm) maximum aggregate size. Source shall be constant unless 10 days' prior notice is given for approval after recheck of mix design.
- C. Water: Clean and potable, free from impurities detrimental to concrete.
- D. Admixtures: The use of admixtures shall be subject to prior approval of the Architect per ACI 318-08 Section 3.6 Admixtures. Calcium Chloride, Thiocyanates, and admixtures containing more than 0.05% chloride ions by mass of cementitious material are not permitted. Batch admixtures in strict accordance with manufacturer's recommendations.
  - 1. Water-Reducing Admixture: ASTM C 494, Type A.
  - 2. Water-Reducing and Retarding Admixture: ASTM C 494, Type D
  - 3. High-Range, Water-Reducing Admixture: ASTM C 494, Type G.
  - 4. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
  - 5. Certification: Prior to preparation of mix designs, submit written conformance to above requirements and the chloride ion content of the admixture(s).
  - 6. Color Additives/Pigments: Insoluble minerals, light fast, at least 95 percent passing #325 sieve complying with ASTM C979. See drawings for colors. Color additives containing carbon black are not acceptable.
- E. Expansion Joint Fillers:
  - 1. Exposed Fillers (On-Grade Slabs and similar flatwork where joints are not otherwise noted or specified): ASTM D 1751-2008, preformed, non-extruding strips, 3/8" thick unless otherwise noted, precut to proper size.
- F. Granular Fill: Open graded gravel with maximum 3/4-inch (19 mm) aggregate size conforming to Class 2 Aggregate Base as defined in Caltrans Standard Specifications Section 26.
- G. Sand: ASTM C33, uniformly graded, clean sand, free from excessive fines, organic materials, and other deleterious substances.

- H. Non-Shrink Grout (Metallic): Euclid Chemical Co. "Firmix," Master Builders "Embeco 636," Sonnenborn-Contech "Ferrolith G," or approved equivalent, premixed, metallic grout, conforming to Corps of Engineers Spec. CRD-C-621.
- I. Non-Shrink Grout (Non-Metallic): Euclid Chemical Co. "Euco N-S," LM "Crystex," UPCO "Upcon," U.S. Grout Corp. "Five Star," Master Builders "Masterflow 713," or approved equivalent, non-metallic, non-staining, premixed grout having a compressive strength at 28 days of not less than 6,800 psi, non-shrink at all flow levels.
- F. Curing Compounds:
  - 1. Curing Materials for non-colored Concrete:
    - a. Waterproof Paper: ASTM C171, Type 1, regular. Same as Sisalkraft Division of St. Regis Paper Co.'s "Orange Label", or equivalent.
    - b. Impervious sheeting: 4 mil white polyethylene laminated to 10 oz. Burlap, ASTM C171, Type 1.1.3, fungus-resistant.
    - c. Curing Compound: ASTM C309. Type 1-D, Class B; dissipating resin. Product: Sealtight 1100 Clear-Series by WR Meadows, Burke Azua Resin Cure by Edocol, or accepted equal that will not discolor concrete or affect bonding of other finishes applied thereafter, and which restricts loss of water to not more than 0.500 grams per sq. centimeter of surface when tested per ASTM C156, "Test Method for Water Retention by Concrete Curing Materials."
  - 2. Curing Compound for Colored Concrete: Water-base acrylic type, free of permanent color, oil or wax, complying with ASTM C309: "W 1000" by Davis Colors, Los Angeles, CA (800) 356-4848; "Cureseal" semi-gloss by L.M. Scofield Co., Los Angeles, CA (800) 800-9900; or accepted equal.
- G. Patching Mortar: Mix in proportions by volume of one part cement to two parts fine sand. Provide integrally colored patching mortar as required to match color and finish of colored concrete surfaces.
- H. Waterstop: Products listed are by Southern Metal & Plastic Products and are specified to establish the required level of performance, quality, and appearance.
  - 1. Provide dumbbell/center bulb waterstops Concrete Tie Catalog Number 28DBCB, or approved equivalent.

## 2.2 MIXES

- A. Mix Designs:
  - 1. Mix designs for concrete shall be Contractor-designed at his expense. Designs shall be prepared by a qualified agency approved by the Architect. Submit mix designs for review by the Architect at least 2 weeks prior to placing any concrete. Submissions shall completely indicate brands, types, and quantities of admixtures included. If concrete is to be placed by pumping, recommendations of ACI Committee 304 shall be followed.
    - a. Slabs on Grade, Foundations and Retaining Walls (Normal Weight)

- i. Minimum compressive strength, f'c at 28 days ..... 3,000 psi \*
  - ii. Maximum slump: ..... 4"
  - iii. Maximum water to cement ratio: ..... 0.45
- \*note: no special inspection required as f'c (design) = 2,500 psi

b. Walls and Elevated Slabs and Beams (Normal Weight)

- i. Minimum compressive strength, f'c at 28 days ..... 5,000 psi
- ii. Maximum slump: ..... 4"
- iii. Maximum water to cement ratio: ..... 0.45

- 2 Mix designs shall be proportioned in accord with Section 4.3, "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318-11. Submit mix designs for each class of concrete for review. If trial batches are used, the mix design shall be prepared by an independent testing laboratory and shall achieve a compressive strength 1,200 psi higher than the specified strength.

### 2.3 SLABS ON GRADE

- A. Place slabs over 15 mil. vapor barrier over 4" clean, free-draining crushed rock placed on the prepared subgrade scarified to a depth of 6 inches, moisture conditioned, and compacted to 95% relative compaction. Where subgrade extends into undisturbed bedrock, the subgrade does not need to be scarified and compacted prior to placement of additional fill. Slope subgrade to drain. The Water Vapor Barrier must have the following qualities: The Water Vapor Transmission Rate, ASTM E 96, shall be 0.008 gr./ft2/hr WVTR or lower. The Water Vapor Barrier shall meet ASTM E 1745, Class A (Plastics) standards and it should be installed with seams lapped 6 inches according to ASTM E 1643. The vapor barrier material shall be subjected to conditioning testing as outlined in ASTM E 154 sections 8, 11, 12, and 13.

### PART 3 - EXECUTION

- 3.1 **MIXING:** Concrete shall be ready mixed per ASTM C 94-11(b). Equipment shall be adequate for the purpose and kept in good mechanical condition at all times.

- A. The rate of delivery, haul time, mixing time, and hopper capacity shall be such that mixed concrete delivered shall be placed in the forms within 90 minutes or 300 revolutions of the drum from the time of introduction of cement and water to the mixer. Any interruption in placing in excess of 90 minutes or 300 revolutions will cause shutdown of the work for the day and the wasting of any mixed concrete remaining in hoppers or mixers. In case such interruption occurs, the Contractor shall provide construction joints where and as directed and cut concrete back to such line, cleaning forms, and reinforcing as herein specified. Delivery tickets shall show departure time from plants. Revolution counters shall be set at "0" and shall commence to operate when drum revolution begins after introduction of all ingredients into the mixer.
- B. No water shall be added to the mix after the initial introduction of mixing water for the batch except when, on arrival at the job site, the slump of the concrete is less than that specified. In this case, additional water may be added from the truck system to bring the slump within required limits. The drum or blades shall then be turned an additional 30 revolutions until the mix is uniform.

- C. Mixers shall be equipped with an automatic device for recording number of revolutions of drum or blades prior to completion of mixing operation.
- D. Concrete shall be kept continuously agitated until discharged into the hopper at the job site.
- E. Contractor shall note that the appearance of concrete surfaces depends upon uniform color and texture within any one area and between adjacent areas and shall exercise strict batching and mixing controls to achieve this end.

### **3.2 PLACING**

- A. Notify Architect 72 hours (3 working days) minimum prior to placing of any concrete.
- B. Thoroughly wet absorbent forms before concrete is placed. Aggregate base/sand beds for slabs on grade shall be moist but not saturated when concrete is placed.
- C. Placing of concrete shall be done immediately after mixing. No concrete shall be placed or used after it has begun to set and no retempering will be allowed. The method used in placing shall be such that concrete is conveyed to place and deposited without separation of the ingredients. Place no concrete with a free unconfined fall in excess of five (5) feet. Concrete shall not be allowed to cascade through reinforcing steel in such a manner as to promote segregation. Do not support runways on reinforcing steel.
- D. Where concrete slab surfaces have obtained 75% of their 28 day compressive strength (56 day for fly ash replacement concrete) and such surfaces are to be used for construction traffic, including concrete buggies and other conveyances, such surfaces shall be protected over traffic lanes by not less than 1 layer of waterproof kraft paper and 1 layer of 5/8" (min.) plywood.
- E. Remove splash or accumulations of hardened or partially hardened concrete. Protect contact faces of forms for exposed concrete from splash during placement of adjacent concrete. Place concrete containing piping and electric raceways in a manner that will prevent damage to them.
- F. Distribution of concrete shall be even and continuous and no placement joints shall show. Before a placement is started, make certain that adequate equipment, workers, and concrete will be available to place in cycles, which will permit proper and thorough integration of each layer of concrete. Upon stopping of a placement, the top surface shall be level.
- G. Place no concrete for any element until reinforcing for same is fastened in place nor until forms are complete. Place no concrete before work that is to be embedded has been set. Notify other crafts so that they may deliver anchors, inserts, etc., or other work to be embedded in ample time and also notify them when their assistance in setting is required. Do not disturb reinforcing or other materials that have been set in place.
- H. Comply with CBC 1906.3 for requirements governing embedded conduits and pipe. Sleeves and inserts will be provided and set under other Sections of the work



- I. Remove debris, mud and water from places to receive concrete. Verify depths of any depressed slab conditions for suitability with type and method of surfacing to be applied over concrete.
- J. Remove concrete splash and/or grout from exposed surfaces and from surfaces that will receive painter's finish.
- K. Place no concrete in water.

### **3.3 VIBRATION AND CONSOLIDATION**

- A. Thoroughly consolidate all concrete by means of internal mechanical vibrators. Such consolidation shall be produced as will be obtained by placing the vibrator- directly in concrete at 18" - 30" intervals for a period of 5 to 15 seconds and withdrawing slowly or as directed, depending on the consistency of the concrete. One vibrator will be required for each location where simultaneous placing takes place, to ensure thorough vibrating of all sections. Provide sufficient spare vibrators on the job so as to have them readily available in case any vibrator in use should suddenly cease to function properly. When spare vibrators are employed, provide additional spares. Under no condition shall vibrator be placed against reinforcing steel or attached to forms. Do not use vibrators to transport material.
- B. Vibrators shall be of the flexible immersion type having a frequency of not less than 8,000 RPM. Use and type of vibrator shall conform to ACI 309, "Recommended Practice for Consolidation of Concrete."
- C. Spading will not be permitted on exposed concrete surfaces.
- D. Voids and rock pockets shall be eliminated. Voids and rock pockets occurring in exposed concrete may subject that portion to rejection.

### **3.4 CONSTRUCTION JOINTS**

- A. Placement of construction joints and the manner in which they are provided for shall be only as approved by the Architect or as shown on the Drawings. Construction joints shall be as few as possible and will not be permitted simply to save forms.
- B. Under no condition will construction joints be permitted in Architectural Concrete surfaces other than where specifically shown and specified. See Concrete Formwork Section.
- C. Clean and roughen construction joints by removing entire surface and exposing clean solidly embedded aggregate by means of sandblasting or other approved methods. Clean forms and reinforcing of drippings, debris, etc. Thoroughly consolidate initial pour with grout so that no variation in texture will occur in Architectural Concrete surfaces.

### **3.5 CURING CONCRETE**

- A. Curing Concrete shall conform to Section 90-7 "Curing Concrete" of the Caltrans State Standard Specifications. The Curing Compound Method, Curing Compound Method or Forms in Place Method are acceptable methods.

Concrete surfaces exposed to the atmosphere within 7 days of placement shall be protected and cured per Caltrans State Standard Specifications, Section 90-7 "Curing Concrete" and as necessary until specified design strength has been achieved. At greater rates of cement replacement with fly ash the early strength and setting for flat work can be delayed, and in some cases, the 28 day design strength may have to be exceeded to 56 days or more. In this case, the construction needs and schedules may impact the cement replacement percentage.

Care should be taken to ensure that proper curing is maintained for concretes in which fly ash has been substituted for a portion of the Portland cement.

- B. If forms are permitted to be removed prior to expiration of curing period, exposed concrete surfaces shall be kept continuously wet by means of fog sprays or non-staining cotton or burlap mats kept moist or by approved curing compound. Application of curing compounds shall conform to requirements of Concrete Finishes Section.

### **3.6 EXPANSION JOINT FILLERS**

- A. Preformed Filler Joints: Place filler material so that top of surface is level and aligned uniformly 1/4" below adjacent concrete surface. Provide where walks abut vertical surfaces, at not over 24 ft. centers horizontally in paving and at other locations so noted on the Drawings. Follow Drawings for pattern where indicated; where not indicated, coordinate locations with Architect before proceeding.

### **3.7 GROUTING**

- A. Where grouting is required and such grout is exposed in the finished work, use non-metallic, non-shrink grout only.

### **3.8 QUALITY CONTROL**

- A. Tests and inspections shall comply with CBC Section 1705A.3 and shall be performed by qualified individuals, engineering companies, or testing laboratories who shall perform those special inspections required by Table 1705A.3 of the latest California Building Code, those tests and inspections specified below, and other such tests and inspections as the Architect and DSA may be required to establish the acceptability of the work.
- B. Testing and inspection services shall be retained by the District at its expense, except that when tests or inspections reveal failure of materials to meet contract requirements, costs for subsequent tests and inspections will be deducted from the moneys due the Contractor. Excessive inspection time required by Contractor's failure to provide sufficient workers or to pursue properly the progress of the work shall likewise be deducted from the Contract Price.
- C. Furnish material and handling for test cylinders and any other samples which testing agency requires for analysis of concrete work.
- D. Batch Plant Inspection: Concrete is subject to batch plant inspection as per CBC 1705A.3.2.
- E. Compression Strength Tests to determine Strength and Durability of Concrete shall be provided per CBC Sec. 1705A.3. Concrete test samples: samples for concrete tests shall be

taken in accordance with ASTM C 172. Test cylinders shall be cured under conditions not more favorable than the most unfavorable conditions for portions of concrete which specimens represent. Casting and curing on test cylinders shall be the responsibility of the Contractor. Testing of samples shall be carried out by an independent testing agency meeting the requirements of ASTM C 1077. Concrete shown to be defective shall be removed and replaced. Cost of core tests, repairs and removal, and replacement of defective concrete shall be paid by Contractor.

Compressive Strength Tests on concrete shall comply with the following:

1. Frequency of concrete sampling: for concrete {Note choose one of two following options in italics depending on condition} [A) *at or below grade*, B) *which is part of the lateral force resisting system (shear walls, moment frames, transfer beams, diaphragms, etc.)*] Samples for concrete compressive strength tests of each class of concrete placed each day shall be taken not less than once per day or per batch, nor less than once for every [A)150, B)10] yd<sup>3</sup> of concrete, nor less than once for every [A)5000, B)1000] ft<sup>2</sup> surface area for slabs or walls. A sample shall consist of [A) *four*, B) *five*] standard cylinders, one to be tested at 7 days, one to be tested at 14 days, and the remainder to be tested at 28 days, as required.
  2. Acceptance of concrete shall be based on strength test results of standard cured cylinders in accordance with ASTM C 31 and tested at 28 days in accordance with ASTM C 39. Strength test results are defined as the average of a minimum of two specimens. Additional specimens for testing may be made at contractor's option and expense.
  3. When cylinders are made, tests of slump, air content, temperature, and density shall be made and recorded with the strength test results.
  4. Strength of each concrete class shall be deemed satisfactory when the following criterion is met:
    - a. No individual compressive-strength test result (i.e. the average of two cylinders minimum) falls below specified compressive strength by more than 500 psi.
  5. When compressive strength tests indicate low strength, follow procedure in ACI 318 chapter 5.6.4 investigation of low-strength test results.
  6. Submit certified test report of cylinders to architect.
- F. Slump Tests: Slump tests will be performed as per ASTM C143/C143M-10(a) (slump cone) at time of taking test cylinders.
- G. The testing agency will supervise preparation and selection of samples taken at job site.

**END OF SECTION**

**SECTION 05 51 00**

**METALWORK**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Special Provisions, and other Technical Specification Sections apply to this Section.

**1.2 DESCRIPTION**

- A. General: Provide miscellaneous metal fabrications in accordance with the Contract Documents.
- B. Related Sections:
  - 1. Cast-In-Place Concrete is specified in Section 03 30 00.

**1.3 DEFINITIONS**

- A. Not used.

**1.4 QUALITY ASSURANCE**

- A. Fabricator/Installer: A firm specializing in miscellaneous metal work with minimum 5 years of experience on projects with requirements similar to that indicated for this project, and with sufficient production capacity to produce required units without causing delay to the Work. Employ experienced trades for fabrication and installation capable of producing industry standard quality work.
- B. Welders: Qualified per AWS.

**1.5 STANDARDS**

- A. Except as modified by governing codes and by the Contract Documents, comply with the applicable provisions and recommendations of the following:
  - 1. AWS D1.1 "Structural Welding Code".
  - 2. AWS D1.2 "Structural Welding Code -Sheet Steel"
  - 3. ASTM E985 "Standard Specification for Permanent Metal Railing Systems and Rails for Buildings".
  - 4. NAAMM "Metal Bar Grating Manual".
  - 5. NAAMM "Pipe Railing Manual".
  - 6. NAAMM "Metal Stairs Manual".
  - 7. SSPC "Steel Structures Painting Manual, Volume 2, Systems and Specifications".
  - 8. Industrial Fasteners Institute "Fastener Standards Book".
  - 9. ANSI A14.3, ANSI A12.1, ANSI A58.1 and Part 1910 of the Occupational Safety and Health Standards (OSHA) as applicable to stairs, ladders, railings and protection of floor openings.

**1.6 SUBMITTALS**

- A. Manufacturer's Data: Submit for Architect's record only manufacturer's specifications, load tables, diagrams, details and installation instructions for products to be used in miscellaneous metal work.

- B. Setting Drawings: Provide setting drawings and templates for the location of miscellaneous metal items that are to be embedded in or anchored to concrete or masonry.
- C. Samples: Submit samples of materials and finishes as specified and as requested. Samples will be reviewed by District and Architect for color, finish and appearance only.
- D. Shop Drawings and Manufacturer's Data: Submit shop drawings as indicated on drawings, and for fabrication and erection of work which is not completely shown by manufacturer's data sheets. Submit manufacturer's data sheets. Include plans and elevations at not less than 1" = 1'-0" scale, and include details of sections and connections at not less than 3" = 1'-0" scale. Show anchorage and accessory items.

## **PART 2 -PRODUCTS**

### **MATERIALS**

- A. Metal Surfaces, General: For fabrication of miscellaneous metal fabrications which will be exposed to view in the finished work, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- B. Steel Pipe: ASTM A53, Type S, Grade A, suitable for close coiling, Extra Strong (XS) weight (Schedule 80S), unless otherwise indicated or required to satisfy performance criteria.
- C. Steel Bars and Bar Size Shapes: ASTM A675, Grade 65, or ASTM A36.
- D. Cold Finished Steel Bars: ASTM A108, grade as selected by fabricator.
- E. Structural Steel Shapes, Plates and Bars: ASTM A36.
- F. Rolled Steel Floor Plates: ASTM A786. 1/4" thick unless otherwise shown. Thickness shown for raised pattern safety plates is exclusive of projected pattern.
- G. Steel Tubing: ASTM A501; hot-formed, welded or seamless process. For exterior use and other locations noted, provide hot-dip galvanized tubing in accordance with ASTM A53.
- H. Steel Bars and Bar Size Shapes: ASTM A675, Grade 65, or ASTM A36.
- I. Cold Finished Steel Bars: ASTM A108, grade as selected by fabricator.
- J. Cold Rolled Carbon Steel Sheets: ASTM A366; commercial quality, stretcher leveled, free from scale, pitting or other defects.
- K. Galvanized Carbon Steel Sheets: ASTM A526, galvanized in accordance with ASTM
- L. Non-Metallic Shrinkage Resistant Grout: Premixed, nonmetallic, noncorrosive, non-staining, shrinkage resistant product containing selected silica sands, Portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, complying with CE-CRD-C621 and ASTM C1107, free of gas-producing or gas-releasing agents, oxidizing catalysts, inorganic accelerators and chlorides. Provide one of the following:
  - 1 "Five Star Grout" (U.S. Grout Corp.).
  - 2 "Masterflow 713" (Master Builders Co.).
  - 3 "Crystex" (L&M Construction Chemicals, Inc.).
- M. Fasteners and Anchorage Devices: Provide fasteners complying with the requirements

of Industrial Fasteners Institute standards. Type, grade, class and style best suited for the respective purpose. Use countersunk flat-head Phillips type machine screws for exposed fasteners, except where Allen head screws are required. Use galvanized steel or stainless steel fasteners for exterior construction and for fastening components fabricated of galvanized steel. Fasteners exposed in finish surfaces to match finish of adjacent surfaces.

N. Galvanizing:

- 1 Comply with ASTM A153, Classes A and B, for galvanizing iron and steel hardware. Comply with ASTM A123, for galvanizing rolled, pressed and forged steel shapes, plates, bars, strip 1/8 in. thick and heavier and for assembled steel products.
- 2 Hot-dip galvanize miscellaneous ferrous metal items after fabrication. Galvanize items exposed to weather and where shown or specified. Do not galvanize portions of items completely embedded in concrete.

**SHOP PAINTING if required**

A. General:

- 1 Shop paint miscellaneous metal work, except members or portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded and stainless steel, unless otherwise specified.
- 2 Remove oil, grease and similar contaminants in accordance with SSPC SP-1 "Solvent Cleaning", prior to any additional surface preparation specified.
- 3 Clean and prepare metal surfaces before applying shop coat. Remove rust and mill scale in accordance with SSPC SP-3 "Power Tool Cleaning".
- 4 Immediately after surface preparation, apply primer in accordance with manufacturer's instructions. Use painting methods which will result in full coverage and dry film thickness specified.
- 5 Apply one shop coat of primer to fabricated metal items, except apply 2 coats of primer to surfaces inaccessible after assembly or erection. In addition, apply one shop coat of finish paint to entire surfaces of exterior loose lintels, shelf and relieving angles, dunnage and other items as noted or specified. Change color of second or finish coat to distinguish it from the first coat.
- 6 Separate dissimilar metals with one coat of dielectric separator. Do not extend coating onto exposed or finished surfaces.
- 7 Application: Do not paint when ambient temperature is below 40-degrees F. Paint in dry weather or under cover; paint over dry rust-free surfaces. Stir paint and keep at uniform consistency during application. Apply paint by brush or spray per manufacturer's directions to a dry film thickness of not less than 1.5 mils (approximately 370-375 SF of surface per gallon); do not thin paint in excess of manufacturer's recommendations. Allow paint to dry before handling or shipment.

B. Fully Concealed Items:

1. Clean steel work by "Solvent Cleaning" method specified in SSPC-SP 1, followed by "Hand Tool Cleaning" to remove loose mill scale and rust by methods specified in SSPC-SP 2.
2. Apply ferrous metal primer immediately after cleaning to uniform dry film thickness of 2.0 mils.

3. Apply second coat of same primer and same thickness on concealed work which will be built into below grade work, or will be concealed in areas designated high humidity areas.
- C. Exposed Exterior Items:
1. Apply the following cleaning, treatment and painting to exterior work which will be fully exposed or only partially exposed, and to exposed interior work in areas designated as high humidity areas.
  2. Clean by "Solvent Cleaning" method specified in SSPC-SP 1, followed by "Power Tool Cleaning" to remove loose mill scale and rust by methods specified in SSPC-SP 3, followed by "Pickling" to remove remaining mill scale and rust by methods specified in SSPC-SP 8. Power tool cleaning and pickling may be omitted from work fabricated from cold-rolled or cold-finished stock, and from castings, provided surfaces are not heavily rusted.
  3. Apply pretreatment as recommended by ferrous metal primer manufacturer.
  4. Apply prime coat of ferrous metal primer immediately after pretreatment to uniform dry film thickness of 2.0 mils.

### **PART 3 - EXECUTION**

#### **INSTALLATION**

- A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions and directions for installation of anchorages, including concrete inserts, sleeves, anchor bolts and other miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to the project site. Deliver items which are to be built into the work of other Sections in time so as not to delay the progress of the Work.
- B. Field Welding: Comply with AWS Welding Code for procedures related to field welding as related to appearance and quality of welds made and for methods used in correcting welding work. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove welding flux immediately. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and contour of welded surface matches those adjacent.
- C. Except where otherwise specified for a particular item for built-in work, fasten metal work to concrete or solid masonry with embedded anchors or expansion bolts, and to hollow block with toggle bolts. Fastening to wood plugs will not be permitted. Drill holes for bolts to the exact diameter of the bolt. Provide screws threaded full length to the screw head.
- D. Install work as shown, plumb, level and in line with adjacent materials where required. Provide fastenings as indicated on the Drawings, specified herein or as shown on final shop drawings. Fit exposed connections accurately together to form tight hairline joints.
- E. Protect finished surfaces against damage during construction and remove protection at time of substantial completion.
- F. Steel Ladders: Provide steel ladders where indicated and at all locations requiring access to equipment, catwalks or gratings. Secure steel ladders to masonry or concrete with a minimum of two 1/2 in. diameter expansion bolts at each bracket, unless additional attachments are required to sustain imposed loads.

- G. Loose Plates: Prior to setting loose bearing and setting plates, clean concrete and masonry bearing surfaces of any bond reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates. Set on wedges or other adjustable devices. After members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims, but if protruding, cut off flush with the edge of the plate before packing with grout. Pack grout solidly between bearing surfaces and plates to ensure no voids remain.
- H. Immediately after erection, clean field welds, bolted connections, marred and abraded surfaces. Paint and touch-up paint with the specified paint system. Touch up galvanized surfaces in accordance with ASTM A780.

**END OF SECTION**



**SECTION 26 0500**  
**BASIC ELECTRICAL REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to provide and install the Electrical Work as shown on the drawings and as specified hereinafter, including, but not limited to the following:
  - 1. Branch circuit wiring, wiring devices and connections to all equipment requiring electrical service.
  - 2. Lighting fixtures completely lamped, including controls, raceways and wiring.
  - 3. Lighting control system connections and programming.
  - 4. Electric vehicle charging system conduits (for future EV).
  - 5. All required incidental work, such as wall penetrations, electrical testing, title 24 acceptance testing, and temporary power.
  - 6. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the the drawings.
  - 7. It is the intent of the drawings and specifications that systems be complete and, except as otherwise noted, be ready for operation.

**1.02 RELATED WORK**

- A. Division 1 - General Requirements
- B. Division 9 - Finishes

**1.03 INCORPORATED DOCUMENTS**

- A. Requirements of the General Conditions, Supplementary Conditions, and Division 1 Sections apply to all work in this Section, unless modified herein.
- B. Published specifications, standard tests or recommended methods of trade, industry or government organizations apply to work of this Section where cited by abbreviations noted below, unless modified herein.
  - 1. 2019 California Code of Regulations.
  - 2. 2019 California Building Standards Administrative Code, Part 1, Title 24, C.C.R.
  - 3. 2019 California Building Code (CBC), Part 2, Title 24, C.C.R. (Based on 2018 International Building Code with 2016 California Amendments).
  - 4. 2019 California Electrical Code (CEC), Part 3, Title 24, C.C.R. (Based on 2017 National Electrical Code with 2019 California Amendments).
  - 5. California Energy Code, Part 6, Title 24, C.C.R.
  - 6. 2019 California Fire Code (CFC), Part 9, Title 24, C.C.R. (Based on 2018 International Fire Code with 2019 California Amendments).
  - 7. 2019 California Green Building Standards (CALGreen) Code, Part 11.
  - 8. American Society of Civil Engineers 7-16 (ASCE/SEI), Minimum Design Loads for Buildings and Other Structures.
  - 9. Underwriters' Laboratories, Inc. (UL).
- C. All State and Municipal Codes and Ordinances.

**1.04 CONDITIONS AT SITE:**

- A. Visit to site is required of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.

- B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to the complete satisfaction of the Owner.

#### **1.05 QUALITY ASSURANCE**

- A. Conformance:
  - 1. All work shall conform to the applicable requirements of Article 1.03 above.
  - 2. The Contractor shall notify the Architect, prior to submission of bid, about any part of the design, which fails to comply with abovementioned requirements.
  - 3. If after contract is awarded, minor changes and additions are required by aforementioned authorities, even though such work is not shown on the drawings or covered in the specifications, they shall be included at Contractor's expense.
- B. Coordination:
  - 1. The Contractor shall become familiar with the conditions at the job site, and with the drawings and specifications and plan the installation of the electrical work to conform with the existing conditions and that shown and specified so as to provide the best possible assembly of the combined work of all trades.
  - 2. The Contractor shall work out in advance all "tight" conditions, involving all trades and if found necessary, supplementary drawings shall be prepared by this Contractor, for the Architect's approval, before work proceeds in these areas. No additional costs will be considered for work, which must be relocated due to conflicts with the work of other trades.
  - 3. The Contractor shall coordinate and verify all backbox, device, lighting fixture, or equipment mounting requirements with the devices or equipment to be installed, prior to rough in.

#### **1.06 SUBMITTALS**

- A. Product Data:
  - 1. Comply with the provisions of Section 01 33 00 - Submittals.
  - 2. Within 15 days after award of the Contract, submit:
    - a. Complete electrical and lighting systems material list of all items proposed to be furnished and installed under this Division. Provide manufacturers data sheets for all devices, raceways, fixtures, equipment, and related products to be used for the Division 26 work.
    - b. Manufacturers' specifications and other data required demonstrating compliance with the specified requirements.
    - c. Manufacturers' recommended installation procedures which, when approved by the Architect, shall become the basis for inspecting and accepting or rejecting actual installation procedures used on the work.
  - 3. Shop Drawings: Furnish shop drawings and/or equipment cuts for the following:
    - a. Light fixtures including lamps and drivers.
    - b. Lighting control equipment.
    - c. Site pull boxes.
  - 4. Test Reports:
    - a. Factory Tests: As specified for specific equipment.
    - b. Field Tests: Performance tests as specified for specific equipment.
  - 5. Maintenance and Operating Manuals:
    - a. Systems Description: Description of operating procedures.
    - b. Controls: Diagrams and description of operation of each system.
    - c. Equipment: Manufacturer's brochures, ratings, certified shop drawings, maintenance data, and parts lists with part numbers. Mark each sheet with equipment identification number and actual installed condition.

- d. Materials and Accessories: Manufacturer's brochures, parts lists with part numbers, and maintenance data where applicable. Mark each sheet with identification number of system and location of installation.
  - e. The Maintenance and Operation Manual shall be presented in a three ring binder that has tabbed sections as stated below. Provide all information in each section as stated below.
    - 1) 26 5101:
      - (a) Insert the approved submittals for the light fixtures.
      - (b) Highlight the lamp type that was installed for each light fixture.
      - (c) Provide the names, address and telephone numbers of the manufacturer and the closest manufacturer's representative for each light fixture.
    - 2) 26 0800:
      - (a) Insert all systems testing results.
6. Record Documents: "As-builts": As specified under Paragraph 3.2 of this Section.

#### **1.07 DELIVERY, STORAGE AND HANDLING**

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all trades.
- B. Delivery and Storage: Deliver all materials to the job site in their original containers with all labels intact and legible at time of use. Store in strict accordance with approved manufacturers' recommendations.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.
- D. This Contractor shall personally, or through an authorized representative, check all materials upon receipt at jobsite for conformance with approved shop drawings and/or plans and specifications.

#### **1.08 SCHEDULING/SEQUENCING**

- A. Place orders for all equipment in time to prevent any delay in construction schedule or completion of project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet the construction schedule, together with any special handling charges, shall be borne by this Contractor.
- B. The Contractor shall coordinate production and delivery schedule for all Owner-supplied equipment with the equipment suppliers to ensure that all Owner-supplied equipment is delivered to site in coordination with the construction schedule and in such a manner as to cause no delays in completion of the Contract as scheduled.

#### **1.09 REQUIREMENTS**

- A. The contract drawings indicate the extent and general arrangements of the conduit wiring systems, etc. If any departures from the contract drawings are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted as soon as practicable, and within thirty-five (35) days after award of the electrical contract.
- B. Unless material list and data is received as a complete and all-inclusive submittal within the stipulated time all items shall be provided as specified, with no deviations permitted.
- C. Any and all additional costs incurred by the substitution of electrical material or equipment, or installation thereof, whether architectural, structural, plumbing, mechanical or electrical, shall be borne by the Contractor under this Section.
- D. Burden of proof of equality of any substitution for a specified product is the responsibility of this Contractor.

- E. Where required by Architect to ascertain equality of substitute product, Contractor may be requested to provide the specified item and the submitted substitution for comparison, at no additional cost to the Owner.

#### **1.10 DESCRIPTION OF DEMOLITION AND REPLACEMENT WORK**

- A. This project includes work and modifications on an existing and functioning High School Campus. As such, the project scope for this contractor shall include all associated electrical and lighting system upgrades and demolition/removal work associated with the work shown on the drawings. The intent is that all systems will be complete and functional at the completion of this contract and that all old systems, equipment, feeders, circuits, wiring, and related devices (no longer used) be completely and neatly removed. Where discrepancies between the drawings and existing conditions are noted, the Architect or Owner shall be notified immediately for resolution.
- B. As with every renovation project, the electrical work will include (and require) exploration and other field work on a daily basis to complete the new designed equipment and connections within the constraints of the existing adjacent buildings and site conditions .
- C. The contractor shall include as part of the base bid, sufficient labor hours to provide such exploration and field work throughout the duration of the project. Change orders for miscellaneous coordination of existing conditions will not be approved unless specific and latent conditions are uncovered that warrant such additional compensation or require additional work not shown on the drawings or included in the specifications, or implied by the designed conditions.
- D. New raceways and wiring to new and renovated equipment are to be installed unless otherwise noted. Where raceways are installed in accessible concealed locations (i.e. unfinished spaces or electrical / mechanical / attic spaces), EMT with wire shall be used. Where new wiring is required to be routed through existing walls and ceilings that cannot readily be accessible for new conduit, MC cable or flex conduit and wiring may be installed, fished through and secured in each space as required by Code. Non-metallic sheathed cable shall not be utilized on this project.
- E. All new raceways shall be installed concealed.
- F. All exterior underground raceways shall be schedule 40 PVC (mimimum).
- G. All exterior exposed raceways shall be RGS with threaded water-tight fittings.

#### **1.11 GUARANTEE**

- A. This Contractor shall guarantee that all work executed under this Section will be free from defects of materials and workmanship for a period of one (1) year or as per the General Conditions of this project, whichever is longer. Dates shall be from the date of final acceptance of the building. The contractor shall further guarantee that he will, at his own expense, repair and replace all such defective work, and all other work damaged thereby, which becomes defective during the term of the guarantee. Such repair or replacement shall be guaranteed for one (1) year from the date of repair or replacement.

#### **1.12 IDENTIFICATION**

- A. Panels and feeder circuit breakers therein, branch panels, disconnect switches, transformers, motor disconnect switches, cabinets, and other apparatus used for the operation of, or control of circuits, appliances or equipment, shall be properly identified by means of engraved laminated plastic descriptive nameplates mounted on apparatus using stainless steel screws. Nameplates shall have white letters with black background and be submitted to the Architect for approval. Cardholders in any form are not acceptable.

- B. Each branch circuit of panel boards to have a permanently fixed number with load directory, mounted under celluloid on inside of cabinet door, showing circuit numbers and typewritten description of equipment supplied by breakers. Where changes are made to existing panelboards, newly typewritten circuit directories shall be prepared to replace existing directories.
- C. Provide silk-screened or engraved identification labels on all switch box covers identifying specific loads that are not readily apparent to the user (i.e. exterior lighting control switches). Submit proposed labels to Architect for approval prior to manufacture of labels.

## **PART 2 - PRODUCTS**

### **2.01 GENERAL**

- A. Refer to applicable Division 26 Sections for complete products specifications.

### **2.02 MATERIALS**

- A. Materials of the same type or classification, used for the same purpose, shall be the product of the same manufacturer.

### **2.03 ACCEPTABLE MANUFACTURERS**

- A. Materials shall be of make mentioned elsewhere in this specification. All materials shall be the best of their several kinds, perfectly new and approved by the Underwriters' Laboratories.
- B. Where material, equipment, apparatus or other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired quality, style and utility and shall be the basis of the bid. Materials so specified shall be furnished under the contract unless changed by written approval of the Architect. Where two or more designations are listed, choice shall be optional with this Contractor, but this Contractor must submit his choice for final approval.

### **2.04 POSTED OPERATING INSTRUCTIONS**

- A. Furnish approved operating instructions for systems and equipment where indicated in the technical sections for use by operation and maintenance personnel. The operating instructions shall include wiring diagrams, control diagrams, and control sequence for each principal system and equipment. Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions as directed. Attach or post operating instructions adjacent to each principal system and equipment including startup, proper adjustment, operating, lubrication, shutdown, safety precautions, procedure in the event of equipment failure, and other items of instruction as recommended by the manufacturer of each system or equipment. Provide weather-resistant materials or weatherproof enclosures for operating instruction exposed to the weather. Operating instruction shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

### **2.05 CATALOGED PRODUCTS/SERVICE AVAILABILITY**

- A. Materials and equipment shall be current products by manufacturers regularly engaged in the production of such products. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The 2-year period shall be satisfactorily completed by a product for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures. Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6,000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished. The equipment items shall be supported by service organizations which are reasonable convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

- A. Examine the areas and conditions under which the work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Drawings:
  - 1. The general arrangement and location of wiring and equipment is shown on the electrical drawings and shall be installed in accordance therewith, except for minor changes required by conflict with the work of other trades.
  - 2. The Contractor shall coordinate and verify all lighting fixture, pole, bollard, or other related equipment mounting requirements with the devices or equipment to be installed, prior to rough in.
  - 3. Drawings indicate the circuit and panel which supplies each device or fixture. Provide and install conduit and conductors to make all connections from panel to nearest device and from first device to additional devices on same circuit. Conduit size and fill shall satisfy NEC requirements. Two or three different phases supplied by a 3-phase panel may share a single neutral only if circuit positions are adjacent in the panel. Do not exceed 4 #12 or 3 #10 conductors in a 1/2" conduit, 7 #12 or 5 #10 in a 3/4" conduit, and 11 #12 or 9 #10 in a 1" conduit, unless otherwise noted. Provide common handle-tie on breakers for multi-wire branch circuits (with common neutral), per NEC. If more than three current carrying conductors are installed in one conduit, conductor size shall be increased as required per NEC. Do not share neutrals for branch circuit runs to electronic equipment or where noted on the drawings.
  - 4. All dimensions, together with locations of site features, doors, partitions, etc. are to be taken from the Architectural Drawings, verified at site by this Contractor.
  - 5. Maintain "as-built" records at all times, showing the exact location of concealed conduits installed under this contract, and actual numbering of each circuit. Upon completion of work and before acceptance can be considered, this Contractor must forward to the Architect, updated CAD plans, corrected to show the electrical work as actually installed.
  - 6. Branch circuit conductors shall be #12 minimum and #10 minimum for runs longer than 150 feet.
- B. Measurements: Before ordering any material or closing in any work, verify all measurements on the job. Any differences found between dimensions on the drawings and actual measurements shall be brought to the Architect's attention for consideration before proceeding.

### **3.03 FIELD QUALITY CONTROL**

- A. All workmanship shall be first class and carried out in a manner satisfactory to and approved by the Architect.
- B. This Contractor shall personally, or through an authorized and competent representative, constantly supervise the work and so far as possible keep the same foreman and workmen on the job throughout.

### **3.04 INSTALLATION/APPLICATION/ERECTION**

- A. All electrical raceways and devices shall be installed concealed (for raceways) and/or flush mounted (for devices), unless otherwise noted. Provide cut-in boxes and "fish" flexible MC or flex conduit and wire through existing walls to remain, unless shown otherwise on plans. Cut and patch to facilitate such installation to match adjacent and original finish.

- B. All cutting, repairing and structural reinforcing for the installation of this work shall be done by the General Contractor in conformance with the Architect's requirements and with prior approval from DSA.

### **3.05 EMERGENCY POWER SOURCES**

- A. All emergency source circuits shall be installed in separate raceways (from normal power), per 2017 NEC 700.10(B), or the applicable code at the time of permitting.

### **3.06 TEMPORARY LIGHTING AND POWER**

- A. Provide and install temporary lighting and power systems for the duration of construction, of adequate size to accommodate the required lighting and power loads. Coordinate with other trades to insure adequate sizing.
- B. Provide distribution equipment as required to support all construction activities.

### **3.07 FIRE STOPPING AND FIRE RATED PENETRATIONS**

- A. All electrical equipment mounted in, on, or through fire rated construction shall be installed to maintain the fire rating of the construction.
- B. Provide fire rated pads (or other suitable assembly) around all electrical junction boxes in fire rated walls/ceilings/floors to maintain the fire rating.
- C. Provide fire rated construction around all recessed light fixtures and/or panel board / cabinets mounted flush in fire rated walls to maintain the fire rating. Coordinate depth of construction with other trades to avoid conflicts.
- D. Conduit sleeves shall be provided as a means of routing cables through fire-rated walls or floors. Openings in sleeves and conduits used for system cables and those which remain (empty) spare shall be sealed with an approved fireproof, removable sagging material. Sleeves which pass vertically from floor to floor shall be sealed in a similar manner using an approved re-enterable system. Additional penetrations through rated assemblies necessary for passage of tel/data wiring shall be made using an approved method and permanently sealed after installation of cables.

### **3.08 ADJUSTING AND CLEANING**

- A. All electrical equipment, including existing equipment not "finish painted" under other sections, shall be touched up where finished surface is marred or damaged.
- B. All equipment, lighting fixtures, etc., shall be left in clean condition, with all shipping and otherwise unnecessary labels removed there from.

### **3.09 SCHEDULES**

- A. Coordination: Coordinate installation of electrical items with the schedule for other work to prevent unnecessary delays in the total Work.

### **3.10 WARNING SIGN MOUNTING**

- A. Provide the number of signs required to be readable from each accessible side, but space the signs a maximum of 30 feet apart.

### **3.11 PAINTING OF EQUIPMENT**

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test, except equipment specified to meet requirements of ANSI C37.20 shall have a finish as specified in ANSI C37.20.
- B. Field Applied: Paint electrical equipment as required to match finish or meet safety criteria. Painting shall be as specified in the respective equipment section.

## **SECTION 26 0800**

### **TESTING**

#### **PART 1 - GENERAL**

##### **1.01 WORK INCLUDED**

- A. Work Included in This Section: All materials, labor, equipment, services, and incidentals necessary to perform the testing and inspection of the electrical work, including but not limited to the general systems noted below:
  - 1. Grounding system.
  - 2. Lighting system.
  - 3. Lighting control system.
  - 4. Title 24 Acceptance Testing.
  - 5. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
  - 6. All work shall comply with Sections 26 05 00 and 26 27 00.
  - 7. In addition to the general system tests and inspections indicated above, the Contractor shall perform the following inspections and tests. The Contractor shall provide all material, equipment, labor, and technical supervision to perform such tests and inspections:
    - a. System Grounding.
    - b. Panelboards.
  - 8. The purpose of these tests is to assure that all tested electrical equipment is operational and within industry and manufacturer's tolerances and is installed in accordance with design specifications.

##### **1.02 APPLICABLE CODES, STANDARDS, AND REFERENCES**

- A. All inspections and tests shall be in accordance with the International Electrical Testing Association - Acceptance Testing Specifications ATS-2021 (referred to herein as NETA ATS-2021).

##### **1.03 QUALIFICATIONS**

#### **PART 2 - PRODUCTS**

##### **2.01 THIS ARTICLE DOES NOT APPLY TO TESTING.**

#### **PART 3 - EXECUTION**

##### **3.01 GENERAL**

- A. Final test and inspection to be conducted in presence of the Authority having Jurisdiction (AHJ) or Inspector of Record (IOR). Test shall be conducted at the expense of, and managed by, the Contractor, at a mutually agreed time. Submit written test report of all tests, with test result values and overall outcome.
- B. All portions of the electrical installation shall be inspected and tested to ensure safety to building occupants, operating personnel, conformity to code authorities and Contract Documents, and for proper system operation.

##### **3.02 INSPECTIONS AND TESTS**

- A. Tests: Field tests shall be performed and reports submitted, as per Section 26 05 00, Part 1.
  - 1. Final Inspection Certificates: Prior to final payment approval, deliver to the Owner, with a copy to the Architect, signed certificates of final inspection by the appropriate local authority having jurisdiction.
  - 2. Grounding System:
    - a. All ground connections shall be checked and the entire system shall be checked for continuity.



- b. Ground tests shall meet or exceed the requirements of the National Electric Code.
  - 3. Lighting Systems:
    - a. The exterior lighting systems shall be checked for proper local and automatic controls and operation of entire installation.
  - 4. Power Distribution System:
    - a. Test each individual circuit at each panelboard with equipment connected for proper operation. Inspect the interior of each panel.
    - b. Check verification of color coding, tagging, numbering, and splice make-up.
    - c. Verify that all conductors associated with each circuit are in same conduit.
    - d. Demonstrate that all lights and equipment operate satisfactorily and as called for.
- B. Title 24 Acceptance Testing: Contractor shall complete the requirements for Title 24 Acceptance Testing, as per CA Title 24, Part 6.
  - 1. Perform testing requirements as per Title 24 Lighting Acceptance requirements. Testing shall include construction inspection of installed controls, occupancy / motion sensor testing, and automatic time switch controls testing.
  - 2. Complete and submit all required forms for complete Acceptance Testing.
  - 3. Obtain required review and approval of Acceptance Forms to allow final certificate of occupancy to be granted.

**END OF SECTION**

**SECTION 26 2700**  
**BASIC ELECTRICAL MATERIALS AND METHODS**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to install the electrical work as shown on the drawings and as specified hereinafter, including but not limited to the work listed below:
  - 1. Raceways, branch circuit wiring, wiring devices, and connections to all equipment requiring electric service.
- B. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
- C. All work shall comply with Section 26 05 00.

**1.02 SUBMITTALS**

- A. Comply with the provisions of Section 26 05 00.

**PART 2 - PRODUCTS**

**2.01 ACCEPTABLE MANUFACTURERS**

- A. Refer to Section 26 05 00, Basic Electrical Requirements, Part 2 - Products.
- B. List of Equipment Manufacturers:
- C. Conduit and Conduit Fittings
  - 1. Allied Tube and Conduit, Wester Tube and Conduit, LTV Steel Tubular, National Electric Products, AFC, Republic Steel Corporation, Rome Cable Corporation, United States Steel Corporation, Killark Electric Manufacturing Company, Raco, VAW Aluminum Company, Bridgeport, Steel City, Thomas & Betts, Carlon, O.Z. Gedney, Appleton, Regal.
- D. Wire and Cable (600V)
  - 1. American Wire Company, General Wire and Cable Corporation, Okonite Company, Rome Cable Corporation, Cerrowire, American Insulated Wire, AFC Cable Systems, Essex, Simplex Wire and Cable Company, Southwire.
- E. Solderless Lugs and Grounding Connections
  - 1. Burndy Engineering Company Inc, O.Z. Gedney Company Inc, Penn Union Electric Corporation, Thomas and Betts Company Inc.
- F. Pull Boxes, Gutters, Special Cabinets
  - 1. Schneider-Square D Company, Columbia Electric Manufacturing Company, General Electric Company, Eaton Inc.
- G. Conduit Racks, Hangers
  - 1. General Electric Company, Killark Electric Manufacturing Company, Caddy, National Electric Products Corporation, Republic Steel Corporation, Rome Cable Corporation, United States Steel Corporation, VAW Aluminum Company, Superstrut, B-Line.
- H. Firestopping
  - 1. 3M, Nelson.

**2.02 MATERIALS**

- A. Grounding:
  - 1. Provide and install grounding system as noted on the drawings.
  - 2. Ground all isolated sections of metallic raceways.

3. Provide #12 minimum stranded (green) THHN conductor sized per NEC, or as noted, connected continuously throughout branch circuit for all circuits, bonded to panel ground bus, and to all electrical devices and equipment enclosures.
- B. Raceways: Only the raceways specified below shall be utilized on this project. Substitutions shall be pre-approved in writing. All bare conduit ends (stub-ups or stub-outs) shall be provided with bushed ends or manufactured insulated throat connectors:
  1. Rigid Type - hot dip galvanized or sherardized steel, use on all exterior locations, below grade or in concrete slab, and to 18" on either side of structural expansion joints in floor slabs, with completely watertight, threaded fittings throughout. Compression fittings are not acceptable.
    - a. All rigid steel conduit couplings and elbows in soil or concrete or under membrane to be ½ lap wrapped with Scotch #50 tape and threaded ends coated with T&B #S.C.40 rust inhibitor prior to installation of couplings.
    - b. ½ lap wrap all rigid steel conduit stub-ups from slab or grade to 6" above finished grade level with Scotch #50 tape.
  2. In lieu of rigid steel conduit for power and control raceways and branch circuit conduits in soil or concrete slabs, "Schedule 40" PVC with Schedule 80 PVC conduit elbows and stub-ups may be used with code size (minimum No. 12) ground wire. A "stub-up" is considered to terminate 6" above the finished surface.
    - a. Schedule 80 PVC conduit shall be used in all concrete footings or foundations and to 18" of either side of footings or foundation walls.
    - b. Schedule 80 PVC conduit shall be used in all concrete masonry unit (CMU) walls or columns.
    - c. All conduit runs in concrete floor slabs (where allowed) shall be installed to comply with all applicable CBC and structural codes to maintain the structural integrity of the floor slab. Where conflicts occur, alternate routing shall be provided at no additional cost to the Owner.
    - d. Where schedule 80 PVC is coupled to schedule 40 or other raceways with differing interior dimensions, each end shall be reamed with a reaming tool to reduce the edge profile for protection of the passing conductors during the pull.
  3. Electrical metallic tubing shall be used exposed in interior electrical and mechanical rooms, in interior unfinished spaces, and in interior concealed and furred spaces, made up with steel watertight or steel set screw type fittings and couplings. EMT shall not be used in under-building crawl spaces or other areas subject to moisture. Set screws shall have hardened points. Die-cast zinc fittings are unacceptable.
  4. All conduit cuts (factory or field cut) shall be perfectly square to the length of the conduit and cut ends shall be reamed with a reaming tool to provide a smooth edge to the passing conductors and to remove all burs and scrapes. Use of a hand file is not acceptable.
  5. All electrical raceways shall be installed concealed, unless otherwise noted. Cut and patch to facilitate such installation to match adjacent and original finish. All exposed conduits, where required, shall be installed parallel to building members.
  6. All emergency source circuits shall be installed in separate raceways (from normal power), per 2017 NEC 700.10(B), or the applicable code at the time of permitting.
  7. Where existing conditions preclude the installation of EMT in existing walls to remain, provide and install cut-in type boxes and "fish" flexible MC or flex conduit and wire through existing walls to remain, unless shown otherwise on plans.
  8. Fasten conduits securely to boxes with locknuts and bushings to provide good electrical continuity.
  9. Provide chrome escutcheon plates at all exposed wall, ceiling and floor conduit penetrations.

10. Support individual suspended conduits with heavy malleable strap or rod hangers; supports for 1/2 inch or 3/4 inch conduit placed on maximum 7-foot centers; maximum 10-foot centers on conduits 1 inch or larger.
  11. Support multiple conduit runs from Kindorf B907 channels with C-105 and C-106 straps.
  12. Conduit bends - long radius.
  13. To facilitate pulling of feeder conductors, install junction boxes as shown or required.
  14. Where conduits pass through structural expansion joints in floor slab, rigid galvanized conduit shall be used 18" on either side of joint, complete with Appleton expansion couplings and bonding jumpers, or equal. All above grade expansion joint crossings shall also utilize expansion joint couplings or flex conduit transitions as required for each particular installation. Installed condition shall allow for a minimum deflection of raceway and wire (in any direction) equal to the structural expansion joint dimension (building to building). No solid conduits shall be allowed to cross expansion joints without proper provisions for building and seismic movement.
  15. Minimum cover of conduits in ground outside of building - 24 inches, unless otherwise noted.
- C. Wire and Cable (line voltage and signal systems):
1. 600-volt class where used for or run with line voltage power wiring, insulation color coded, minimum No. 12 AWG for power branch circuits, No. 14 for power control circuits, and wiring size and type as directed by signal system manufacturer for each signal system.
  2. All conductors shall be copper.
  3. Size and insulation type:
    - a. Standard locations: #12 to #1 AWG: THWN for wet locations and THHN for dry locations. #1/0 through #4/0 AWG: XHHW (55 Mils). 250MCM and larger: XHHW (65 Mils). All wire sizes used shall be based on a 75 degree insulation rating, unless specifically used with 90 degree rated breakers and devices.
    - b. All wiring (power and signal) installed underground between buildings, or in wet or damp locations, shall be outside listed and rated for wet locations.
    - c. High temperature and non-standard locations: Provide wire type and insulation category suitable for area of use as defined in NEC table 310-13.
  4. Conductors No. 8 and larger and as otherwise noted on drawings shall be stranded. Power conductors No. 12 and No. 10 shall be solid or stranded. Power conductors No. 14 or smaller shall be solid.
  5. Install all wiring branch circuits and feeders (low voltage and line voltage) in conduit unless noted otherwise on the drawings. Contractor shall mandrel all feeders and pass a "sock" (or utilize other suitable means) through each raceway prior to pull to remove all water and construction debris. All raceways shall be completely clear of any obstructions or debris and all cut ends shall be reamed, prior to pull. Utilize pulling compound on all runs to insure minimum friction and pulling tension.
  6. Approximately balance branch circuits about the neutral conductors in panels.
  7. Connections to devices from "thru-feed" branch circuit conductors to be made with pigtails, with no interruption of the branch circuit conductors.
  8. Neutral conductor identified by white outer braid, with different tracers of "EZ" numbering tags used where more than one neutral conductor is contained in a single raceway.
  9. Neatly arrange and "marlin" wires in panels and distribution panelboards with "T and B Ty-rap" or approved equal plastic type strapping.
  10. All wire and cable shall bear the Underwriters' Label, brought to the job in unbroken packages; wire color-coded as follows:
    - a. Voltage                      Phasing      A                      B                      C                      N

- |    |         |       |       |     |      |       |
|----|---------|-------|-------|-----|------|-------|
| b. | 120/208 | 3PH4W | Black | Red | Blue | White |
| c. | 2083PH  | 3W    | Black | Red | Blue | --    |
11. The equipment grounding conductor shall be insulated copper; where it is insulated, the insulation shall be colored green.
  12. Label each wire of each electrical system in each pull box, junction box, outlet box, terminal cabinet, and panelboard in which it appears with "EZ" numbering tags indicating the connected circuit numbers.
  13. Provide permanently affixed adhesive labels with machine printed lettering (min. 1/8" high) at junction boxes serving fixtures that are supplied by (2) electrical sources (i.e. normal and emergency lighting). Label to read "CAUTION - This light fixture is powered by (2) separate sources. The normal power source breaker and the emergency power source breaker must be turned off before servicing this light fixture."
- D. Lugs and Connectors: Thomas and Betts "lock-tite", for No. 4 and larger wire; 3M "Scotchlock" fixed spring screw-on type wire connectors with insulator for No. 6 and smaller wire.
1. All splices shall be made up with screw-on type connectors - no plug-in or push-in style connectors acceptable. Wires shall be solidly twisted together with electricians pliers before screw-on connector is installed to ensure a proper connection in the event of wire nut failure. No exceptions.
  2. Connectors listed or labeled for "no wire twisting required" are not an acceptable substitute for actual wire twisting.
  3. Utilize porcelain type connectors in all high temperature environments (above 105 degrees Celsius).
- E. Splice Insulation: "Scotch" electrical tape with vinyl plastic backing or rubber tape with protective friction tape for interior work.
1. Splices in electrical cables of 600 volt insulation class in underground system duct shall be made only in accessible locations such as pullboxes, light pole handholes, etc., using a compression connector on the conductor and by insulating and waterproofing (for exterior and underground locations) by one of the following methods:
    - a. Cast type splice insulation shall be provided by means of a molded casting process employing a thermosetting epoxy resin insulating material which shall be applied by a gravity poured method or by a pressure injected method. The component materials of the resin insulation shall be in a packaged form ready for convenient mixing after removing from the package. Do not allow the cables to be removed until after the splicing material has completely set.
    - b. Gravity poured method shall employ materials and equipment contained in an approved commercial splicing kit which includes a mold suitable for the cables to be applied. When the mold is in place around the joined conductors, the resin mix shall be prepared and poured into the mold. Do not allow cables to be moved until after the splicing materials have completely set.
- F. Identification: Refer to Section 26 05 00.
- G. Firestopping: as manufactured by 3M Fire Protection Products or equal.
1. Fire-rated and smoke barrier construction: Maintain barrier and structural floor fire and smoke resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound vibration absorption, and at other construction gaps.
  2. Systems or devices listed in the UL Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetration type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall penetrations. Systems or devices must be asbestos free.

**PART 3 - EXECUTION**

**3.01 REFER TO BASIC ELECTRICAL REQUIREMENTS - SECTION 26 05 00 FOR WORK UNDER THIS SECTION.**

**3.02 TESTS**

A. Testing and Inspection: See Section 26 08 00 - Testing.

**END OF SECTION**

**SECTION 26 5101**  
**LIGHTING**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Luminaires (i.e., lighting fixtures): Refer to the Luminaire Schedule and provide a complete and working building Lighting System. Catalog numbers in the Luminaire Schedule are design series references and may not represent the exact catalog number as specified or as required for particular installations. Provide complete luminaires to correspond with the number of LEDs, power supply, wattage, mounting hardware, ceiling type, trim, size, and special requirements as specified in the Luminaire Schedule for each luminaire type. Additional features, accessories, and options specified, described, scheduled, or necessary for installation shall be included.
- B. LEDs and power supplies.
- C. Supports for outlet boxes and luminaires, including seismic restraint slack wires for recessed luminaires in suspended ceilings per code and backing in walls as required to keep luminaires secure and level.

**1.02 INCORPORATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.
- B. Section 26 05 00 and 26 27 00 apply to all work in this section.
- C. Division 09: Painting and Finishes (cutting of holes in finished surfaces for recessed luminaires).

**1.03 SUBMITTALS**

- A. Submit under provisions of Division 1 and Section 26 05 00.
- B. Submit (6) six sets of submittals for review by the project team unless otherwise noted in these specifications. The submittals shall include the following information:
  - 1. Product Index: The following information shall be included in the product index.
    - a. Luminaire Type. The index shall list, in alphabetical order, each luminaire type per the Luminaire Schedule.
    - b. Manufacturer's Catalog Number. Outstanding information required to make a complete catalog number shall be clearly identified in the index.
    - c. LED Data. Provide the Manufacturer's name for each LED array including wattage, color temperature, lumen output, and color rendering index.
  - 2. Manufacturer's literature for every luminaire listed on the Luminaire Schedule.
    - a. Catalog Information:
      - 1) Luminaire Data Sheet: The manufacturer's cut sheet shall include the following:
        - (a) Photometrics: Candlepower distribution curve or table with horizontal readings at 0, 22.5, 45, and 90 degrees and vertical readings from 0 to 180 degrees in 5 degree increments in accordance with the Illuminating Engineering Society published test procedures.
        - (b) Catalog Number Nomenclature
        - (c) Coefficient of Utilization Tables
        - (d) Luminaire Line Drawing
        - (e) Power supply (each type)
  - 3. Data sheets for electronic power supplies. Indicate luminaire types on applicable ballast/power supply data sheets.
- C. For Any Luminaires Substituted For Those Specified:
  - 1. Refer to Division 1 - Product Requirements, for all substitution procedures.

2. Provide Independent Testing Laboratories, Inc., or equal, photometric test report for each Luminaire type and lamp combination listed on the Luminaire Schedule. Test reports shall be based on Illuminating Engineering Society published test procedures and shall contain polar coordinate candlepower distribution curves in five lateral planes for luminaires with asymmetric distributions and luminaire luminance data for vertical angles above 45 degrees from nadir. Test results shall indicate luminaire efficiency for the lamp and aperture assembly specified. luminaires with efficiencies more than 2% below the values of specified luminaires are not acceptable and will be rejected.
3. Provide photometric calculations for each room or area where a substituted luminaire is proposed. Such calculations shall be made using comprehensive lighting software, such as AGI32, and include point-by-point illuminance values at IES recommended heights, average illuminance, and maximum-to-minimum and average-to-minimum uniformity ratios. Room dimensions, configurations (including sloping ceilings), room surface reflectances, light loss factors, and heights of suspended luminaires shall match the heights specified in the contract documents.
4. Due to the variety of lumen outputs and light distributions of LED Luminaires, substitutions will require additional review on the part of the Engineer or Architect to ascertain the equivalency of the substituted luminaires. Substitutions will be reviewed to determine their aesthetic, construction, and photometric equivalency to maintain similar design impact and performance in their intended environment. The Engineer and Architect have not included such unknown and unquantifiable review time in their scope of work and are not compensated by the Owner for such services. The Contractor shall reimburse the Engineer and Architect for labor costs to review substitutions.
5. Prior approval does not guarantee final approval by the Engineer. The Contractor shall be responsible for providing luminaires that meet or exceed the quality and performance of the specified products in their entirety. All deviations in quality and performance from the specified products must be listed and individually signed off by the engineer.
6. The Owner reserves the right to reject a proposed substitution based on their agent's professional judgment as to the utility, quality, performance, visual appropriateness, or finish of substitutions.

#### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site and store in unopened cartons in protected location. Inspect products immediately and report all damage accordingly.

#### **1.05 GUARANTEE AND WARRANTIES**

- A. All work performed under this section must be guaranteed to be free of defects in products or workmanship for one year after date of acceptance by Owner, unless noted otherwise in General Conditions.
- B. Warranties:
  1. Electronic power supplies must be warranted against failure for at least five years after date of substantial completion.

### **PART 2 - PRODUCTS**

#### **2.01 GENERAL**

- A. Provide luminaires as indicated in Luminaire Schedule; if conflict exists between Luminaire Schedule and Specifications, the more stringent requirement shall take precedence.
- B. Provide luminaires new and complete with mounting accessories, junction boxes, trims, and lamps.
- C. Provide products with UL labels appropriate to intended installation conditions, or with labels from other testing laboratories whose results are acceptable to local inspector, showing compliance with UL standards. Labels must be concealed from normal viewing angles.



- D. All products of same type by same manufacturer.

## 2.02 SOLID STATE LUMINAIRES

- A. Housing, where applicable:

1. Steel bonderized or equal rust protected, or aluminum, rigid construction. Minimum gauge thickness shall be as follows:
  - a. Interior locations: No. 20-gauge steel, No. 16-gauge aluminum.

- B. Finish:

1. Baked enamel finish (except when otherwise specified).
  - a. Concealed interior surfaces (this applies to interior hardware, circuit boards, etc.) matte black.
  - b. Concealed exterior surfaces: matte black.
  - c. Visible surfaces: color and texture as specified below for each luminaire type or as selected.

- C. Light Emitting Diode (LED) requirements:

1. Correlated color temperature (CCT) for phosphor-coated white LEDs must have one of the following designated CCTs, as specified on the Luminaire Schedule, and fall within the following binning standards.
  - a. 3000K defined as 3045 +/- 175K
2. Color spatial uniformity shall be limited to variations in chromaticity for different directions (i.e. changes in viewing angle) within 0.004 from the weighted average point on the CIE 1976 (u',v') diagram.
3. Color maintenance shall be limited to a maximum change in chromaticity of 0.007 on the CIE 1976 (u',v') diagram over the lifetime of the product.
  - a. Color rendering index: Color rendering index to be determined using ANSI C78.377-2008 and applicable IESNA standards.
  - b. Laboratory tests must be produced using specific module(s)/array(s) and power supply combination that will be used in production.
  - c. Manufacturers must provide a test report from a laboratory accredited by NVLAP or one of its MRA signatories
4. Lumen depreciation
  - a. Lumen depreciation to be measured using IESNA LM-80-08 and TM-21-11 standard for IES approved method of measuring lumen maintenance of LED light sources.
  - b. Phosphor-coated white LED modules/arrays shall deliver at least 70% of initial lumens for a minimum of 50,000 hours when installed in-situ and operated at 100% output and the maximum specified operating temperature.
  - c. Colored LED modules/arrays shall deliver at least 50% of initial lumens for a minimum of 50,000 hours when installed in-situ and operated at 100% output and the maximum specified operating temperature.
5. Acceptable LED manufacturers:
  - a. Cree
  - b. Nichia
  - c. Osram Opto Semiconductors
  - d. Philips Lumileds
  - e. Soraa
  - f. Xicato

- D. Luminaire Efficacy:

1. Luminaire efficiency shall be measured using IESNA LM-79-08 standard for electrical and photometric measurements of solid state lighting products.

2. Manufacturer shall provide published luminaire efficacy, which is defined as luminaire light output divided by luminaire input power measured in a 25 degree Celsius environment. Efficacy shall include power supply, thermal, optical, and luminaire losses.
- E. Thermal Management:
1. Solid state luminaire shall not exceed LED manufacturer's maximum junction temperature requirements when operated in-situ at luminaire manufacturer's maximum ambient operating temperature and 100% light output.
  2. Solid state luminaires shall be thermally protected using one or more of the following thermal management techniques:
    - a. Metal core board
    - b. Gap pad
    - c. Internal monitoring firmware
  3. Solid state luminaire housing shall be designed to transfer heat from the LED board to the outside environment.
- F. Power Supplies (LED Drivers) requirements:
1. Power factor of 0.90 or greater for primary application
  2. Input current shall have Total Harmonic Distortion (THD) of less than 20%.
  3. Minimum operating temperature of minus 20 degrees Celsius or below when used in luminaires intended for outdoor applications.
  4. Operating frequency equal to or greater than 120 Hz.
  5. Operate with sustained input variations of +/- 10% (voltage and frequency) with no damage to the driver.
  6. Tolerate sustained open circuit and short circuit output conditions without damage and without need for external fuses or trip devices.
  7. Output shall be regulated to +/- 5% across published load range.
  8. Class A sound rating.
  9. Outputs shall have current limiting protection.
  10. Operate LEDs at constant and regulated current levels. LEDs shall not be overdriven beyond the diode manufacturer's specified nominal voltage and current.
  11. Inrush currents not exceeding peak currents specified in NEMA 410.
- G. Solid State Lighting Controls:
1. Control interface to dimmable power supplies shall consist of one of the following:
    - a. Line Voltage Dimming. Controls to be rated for magnetic or electronic low voltage transformer operation.
    - b. Low voltage (0-10V) control. Controls to be compatible with either current sink or current source operation.
  2. Dimmable LED power supplies shall use pulse width modulation (PWM) or constant current reduction (CCR) to regulate power to LEDs.
    - a. PWM power supplies shall have 12-bit or greater resolution to obtain flicker-free operation throughout their dimming range.
    - b. PWM power supplies shall be provided in luminaires that will be dimmed lower than 40% and must maintain consistent color temperature.
    - c. CCR power supplies shall be provided in areas that have strict electromagnetic interference (EMI) requirements, high motion activity, or rotating machinery.
- H. System Installation
1. Hardwired connections to solid state luminaires shall be reverse polarity protected and provide high voltage protection in the event connections are reversed or shorted during the installation process.
  2. All solid state luminaires (100% of each lot) shall undergo a minimum eight-hour burn-in test during manufacturing. Solid state lighting installations shall be UL Listed as a

low-voltage lighting system including, but not limited to, luminaire, power supply, controller, keypad, and wiring.

I. Warranty

1. Luminaires, drivers, and controllers for solid state lighting systems shall be covered by a five-year warranty against defects in workmanship or material. Warranty shall include in-warranty service program providing for payment of authorized labor charges incurred in replacement of inoperative in-warranty equipment.

**2.03 LUMINAIRE CONSTRUCTION**

- A. Sheet metal: materials and thicknesses shall be 20 gauge (0.7 mm or 0.027") min., free of dents, scratches, oil-can, or other defects.
- B. Painted luminaires: exposed weld marks, joints, and seams shall be filled and sanded smooth before finishing.
- C. All edges cleaned and dressed to remove sharp edges or burrs.
- D. Extrusions: 1/10" min. wall thickness, smooth and free of tooling lines, with cast end plates that exactly match extrusion profiles.
- E. Castings: smooth, free of pits, scales, gate marks, or blemishes.
- F. Spinings shall have 1/32" min. thickness, smooth, free of spinning lines or blow-back, with clean edges.
- G. Welds: Follow recommendations of American Welding Society. All welds continuous and free of spatter, residue, or warping.
- H. No light leaks visible in finished room. Ensure that downlight housings mounted in wood slat ceilings are not visible from below. Field paint exterior of housing with high temperature paint if necessary.
- I. Exposed end plates and joiners, with concealed fasteners.
- J. End-to-end mounted luminaires: Verify row configurations and provide joiners, aligning splines, and trims to suit.
- K. Hardware:
  1. Steel or aluminum interior luminaires: cadmium-plated hardware.
  2. Steel or aluminum exterior luminaires: stainless steel hardware.
  3. Stainless steel luminaires: stainless steel hardware.
  4. Copper alloy luminaires: brass hardware.
- L. Raceways: Where used for through wiring, luminaires must be approved for use as raceways.

**2.04 TRIMS**

- A. Trims must fit tightly and be held in by gravity, spring clips, or mechanical fasteners. Trims must not drop out under normal conditions or seismic forces which do not exceed the design criteria of the building.
- B. Lenses, diffusers, and patterned glass: glass or virgin acrylic as noted, with patterns as noted.
  1. Finished thickness 2 mm (1/10") min. unless noted otherwise.
  2. Linear runs over 1200 mm (4'-0") long shall be in equal-length pieces.

**2.05 FINISHES**

- A. Steel Reflectors: Unless otherwise specified, the reflector surface finish shall be of synthetic white enamel or polyester powder coating. Finish shall show no indication of chipping, cracking, flaking or any other sign of loss of adhesion. The initial reflection factor shall be not less than 88 percent averaging 5 randomly selected points on the reflector. After 100 hours of exposure to the radiation of a glass enclosed carbon arc lamp, such as a Fade-O-Meters, the reflectance of the exposed portion shall not be less than 5 percent and finish shall show no

appreciable color change. The carbon arc lamp shall be operated at appreciable color change. The carbon arc lamp shall be operated at 13 plus or minus 0.5 amperes at 140 volts. The reflector shall be placed ten inches from the arc and the lamp so ventilated that the temperature of the exposed portion does not exceed 105 degrees F.

- B. Aluminum Reflectors: Reflecting surfaces shall be provided with either a specular or diffuse finish as indicated. Reflection factors shall be not less than 83 percent for specular reflecting surfaces. Each reflecting surface shall be protected by dense coating of oxide weighing not less than 5.0 milligrams per square inch, applied by an anodic process. The reflector shall be given a sealing treatment that will prevent staining of the reflecting surface when subjected to a stain test. All aluminum reflectors & louvers shall be a low iridescent equivalent to that provided by Coil Anodizers.
- C. Non-Reflecting Surfaces: Unless otherwise specified, the finish on all non-reflecting exterior surfaces shall be aluminum oxide or aluminum; white, gray or aluminum paint on steel; nickel or chromium plating on copper alloy. Fastening devices shall be nickel, chromium, cadmium or zinc plated. All painted surfaces shall be free of tears, star marks, blisters, pinholes, chipping and any other defects that may impair appearance or serviceability.

## **2.06 LAMPS**

- A. Relamp luminaires or replace LED boards and power supplies at no cost to owner if lamps or LEDs exhibit color variation, flicker, or burn out within 90 days of substantial completion date.
- B. LEDs:
  - 1. LED quantity, wattage, and color temperature as specified for each LED luminaire.
  - 2. 3500 deg. K color temperature for interior luminaires, 3000 deg. K for exterior luminaires, unless otherwise specified.

## **2.07 DRIVERS AND TRANSFORMERS**

- A. General:
  - 1. Verify input voltages and match to branch circuit voltages.
  - 2. Remote drivers or transformers: Provide suitable enclosures and mounting hardware, and install in accessible, ventilated locations.
    - a. Secondary wiring: provide number and size of conductors as required, with 3% max. voltage drop between transformer and last lamp.
    - b. Keep transformers at least 300 mm (12") apart and do not stack vertically.
- B. LED Drivers:
  - 1. High power factor, thermally-protected.
  - 2. Compatible with LED lamps being used.
  - 3. Capable of dimming LED source without perceptible flicker or stroboscopic effects.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Architectural Reflected Ceiling Plans and Elevations shall govern exact location and mounting conditions for all luminaires. Contractor shall coordinate luminaire mounting and compatibility with ceiling construction and other trades.
- B. Coordinate work with other trades. Location of lighting has priority over location of new framing (except major structural members), ducts, diffusers, sprinklers, speakers, smoke detectors, and other obstructions.
- C. If obstructions are encountered which prevent installation of luminaires according to drawings, notify Architect immediately and do not proceed until conflict has been resolved.
- D. Coordinate the location of any exposed conduit used to feed luminaires with the Architect prior to installation.

### 3.02 INSTALLATION

#### A. General:

1. Contractor shall be responsible for handling and installation of luminaires including all supports, hangers and hardware necessary for a complete installation. Luminaires shall be clean, plumb, level in straight lines, without distortion. Luminaires must be installed so they do not shift during relamping or adjustment. Remedy any light leaks which may develop after installation of recessed or enclosed luminaires.
2. Install luminaires at locations and heights as indicated, in accordance with luminaire manufacturer's written instructions, applicable requirements of NEC, NECA's "Standard of Installation", NEMA standards, and with recognized industry practices to ensure that luminaires fulfill requirements.
3. Point-source luminaires shall be located as dimensioned, or in center of tile or on tile joint as drawn; 6 mm (1/4") max. off-center tolerance.
4. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torqueing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Std. 486 A and B, and the National Electrical Code.
5. Clean luminaires of dirt and construction debris upon completion of installation. Clean fingerprints and smudges from lenses.
6. Remove and replace luminaires that may have been damaged during construction at no additional cost to the Owner.
7. Protect installed luminaires from damage during remainder of construction period.
8. Provide equipment grounding connections for luminaires as indicated. Tighten connections to comply with tightening torques specified in UL 486 A to assure permanent and effective grounds.
9. Install luminaires, lamps, lenses, etc., after building is enclosed, weather tight and environmental conditions are nominally the same as expected for the complete spaces. All lenses, glass, reflectors, and refractors shall be clean and free of chips, cracks, and scratches.
10. All wall mounted luminaires and all ceiling mounted surface luminaires including exit lights shall be fed through a luminaire Stud/Hickey/Nipple assembly and with provisions to prevent luminaire turning.
11. All junction box cover plates for the lighting branch circuit system shall be clearly marked with a permanent ink felt pen identifying the branch circuit and control relay (panel number, circuit number, lighting control cabinet designation and control relay number) contained in the box.
12. Provide permanently affixed adhesive labels with machine printed lettering (min. 1/8" high) at junction boxes serving luminaires that are supplied by (2) electrical sources (i.e. normal and emergency lighting). Label to read "CAUTION - This luminaire is powered by (2) separate sources. The normal power source breaker and the emergency power source breaker must be turned off before servicing this luminaire."

#### B. Wall-Mounted Luminaires:

1. Mounting heights shown on Drawings are measured from finished floor to centerline of outlet box or recessed housing, unless otherwise noted.
2. Verify luminaire weights and provide backing in wall as required. Luminaires must not droop or tilt away from wall.
3. Wet locations: install sealant between luminaire and outlet box.
4. In circulation areas, wall-mounted luminaires must not project more than 100 mm (4") from wall if mounted above 685 mm (27") and below 2030 mm (80").

### **3.03 LIGHTING CONTROLS**

- A. Install controls so that all operable parts are at 48 inches (1220 mm) maximum height.
- B. Lighting controls to include occupancy sensors in most spaces (for local control) and timeclock control for exterior spaces as indicated on the drawings.
- C. Timeclock System shall initially be set to control the exterior lighting zones as follows:
  - 1. Assign all exterior zones for automatic on operation with the astro-dial feature, set to 30 minutes before sunset. Latitude = 37.5 degrees North / Longitude = 122 degrees West.
  - 2. Assign exterior zones noted as "astro-on, astro-off" for automatic off operation with the astro-dial feature, set to 30 minutes after sunrise. Latitude and Longitude as noted above.
  - 3. Assign exterior zones noted as "astro-on, timeclock-off" for automatic off operation with the normal timeclock feature, set to an owner determined time in the late evening.

### **3.04 DELIVERY, STORAGE, & HANDLING:**

- A. Deliver luminaires in factory-fabricated containers or wrappings, which properly protect luminaires from damage. Inspect luminaires immediately upon delivery to ensure correct shipment without damage.
- B. Store luminaires in original packaging. Store inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, humidity, laid flat and blocked off ground.
- C. Handle luminaires carefully to prevent damage, breaking, and scoring of finishes. Do not install damaged units or components; replace with new. Protection wrapping on louvered (parabolic) luminaires shall not be removed until luminaires are ready for operation.

### **3.05 SEQUENCING AND SCHEDULING:**

- A. General:
  - 1. Coordinate with other work including wires/cables, electrical boxes and fittings, and raceways, to properly interface installation of luminaires with other work.
  - 2. Sequence lighting installation with other work to minimize possibility of damage and soiling during remainder of construction.

### **3.06 PROJECT CLOSEOUT**

- A. Clean luminaires and remove plaster and paint spatters.
- B. Clean fingerprints and dust from downlight reflectors. Refer to manufacturer's instructions.
- C. Verify that luminaires and controls are working at time of final acceptance by Owner.
  - 1. Repair or replace lighting control devices that are inoperable.
  - 2. Repair or replace LED modules or entire LED luminaires that are inoperable.
  - 3. Repairs and/or replacements shall be at no additional cost to the Owner.
- D. Prepare two copies of a Lighting Systems Maintenance Manual consisting of the following in a hardcover binder. Deliver to Architect. After review, Architect will deliver one copy to Owner.
  - 1. One complete set of approved submittals, including product data and shop drawings.
  - 2. Luminaire cleaning instructions, including chemicals to be used or avoided.
  - 3. Instructions for code-required testing and maintenance of emergency lighting system.

**END OF SECTION**

**SECTION 26 5601**  
**SITE LIGHTING**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Luminaires
- B. LEDs
- C. Power Supplies/Drivers
- D. Poles
- E. Pole bases
- F. Controls and wiring

**1.02 SYSTEM DESCRIPTION**

- A. Furnish all labor, materials, apparatus, tools, equipment transportation, temporary construction and special or occasional services as indicated on the Drawings or described in these Specifications and as required to make a complete working site lighting system.
- B. Illumination levels shall be in accordance with recommendations by the Illuminating Engineering Society (IES).

**1.03 INCORPORATED DOCUMENTS**

- A. Section 26 05 00 and Section 26 51 01 apply to all work in this Section.

**1.04 SUBMITTALS**

- A. Catalog Information:
  - 1. Luminaire (each type) with photometric pattern.
  - 2. Contactors.
  - 3. Driver (each type)
  - 4. Poles.
  - 5. Brackets.
- B. Shop Drawings.
- C. Manufacturer's Recommendations: Provide two copies before material is used.
  - 1. PVC conduit joints and junctions.
  - 2. Solvent welding directions.
  - 3. Pole bases.
- D. Laboratory Test: Determine soil density relationships for compaction of backfill material in accordance with ASTM D1557, Method D.

**PART 2 - PRODUCTS**

**2.01 MATERIAL AND EQUIPMENT**

- A. Provide new materials and equipment unless otherwise specifically indicated or specified. Materials shall be listed by Underwriter's laboratories, Inc. (U.L.) and bear evidence of such approval where applicable.
- B. Luminaires: Site luminaires shall be weatherproof. Reflectors and refractors shall provide the light configuration indicated and conforming to IES recommendations.
- C. Luminaires and poles shall be finished in epoxy enamel designed to withstand the effects of salt spray. Lens shall be securely attached to the lens frame for security during maintenance and relamping.
- D. Lighting Contactors: NEMA ICS 2. Electrically operated, magnetically held unit in NEMA enclosure, rated poles and ratings as indicated on Drawings. Units shall have silver alloy

double breaker contacts and coil clearing contacts and shall require no arcing contacts. On-off selector switch.

- E. Poles, Brackets, Pole Bases and Attachments: Shall be rated for service with wind velocities of 100 mph considering the force exerted by the wind on the maximum exposure of the fixture luminaire selected.
- F. Poles shall be anchor base type round, height and style as indicated, finished to match luminaire, complete with handhole and gasketed cover, anchor bolts with leveling and locking screws, grounding connection, and matching base cover.
- G. Concrete pole bases shall be cast-in-place reinforced concrete as indicated with anchor bolts and conduit entries as per manufacturer. Concrete shall be rated 3,000 PSI at 28 day test.
- H. Concrete:
  - 1. Concrete for electrical requirements shall be at least 3,000 psi concrete with 1-inch maximum aggregate conforming to the requirements of Division 3 for Cast-In-Place concrete.

## 2.02 SOLID STATE LUMINAIRES

- A. Housing, where applicable:
  - 1. Steel bonderized or equal rust protected, or aluminum, rigid construction. Minimum gauge thickness shall be as follows:
    - a. Interior locations: No. 20-gauge steel, No. 16-gauge aluminum.
- B. Finish:
  - 1. Baked enamel finish (except when otherwise specified).
    - a. Concealed interior surfaces (this applies to interior hardware, circuit boards, etc.) matte black.
    - b. Concealed exterior surfaces: matte black.
    - c. Visible surfaces: color and texture as specified below for each luminaire type or as selected.
    - d. Exterior luminaire finish: refer to Luminaire Schedule.
- C. Light Emitting Diode (LED) requirements:
  - 1. Correlated color temperature (CCT) for phosphor-coated white LEDs must have one of the following designated CCT's and fall within the following binning standards.
    - a. 3000K defined as 3045 +/- 175K
  - 2. Color spatial uniformity shall be limited to variations in chromaticity for different directions (i.e. changes in viewing angle) within 0.004 from the weighted average point on the CIE 1976 (u',v') diagram.
  - 3. Color maintenance shall be limited to a maximum change in chromaticity of 0.007 on the CIE 1976 (u',v') diagram over the lifetime of the product.
    - a. Color rendering index: Color rendering index to be determined using ANSI C78.377-2008 and applicable IESNA standards.
    - b. Laboratory tests must be produced using specific module(s)/array(s) and power supply combination that will be used in production.
    - c. Manufacturers must provide a test report from a laboratory accredited by NVLAP or one of its MRA signatories
  - 4. Lumen depreciation
    - a. Lumen depreciation to be measured using IESNA LM-80-08 standard for IES approved method of measuring lumen maintenance of LED light sources.
    - b. Phosphor coated white LED module(s)/array(s) shall deliver at least 70% of initial lumens for a minimum of 50,000 hours when installed in-situ and operated at 100% output and the maximum specified operating temperature.



- c. Colored LED module(s)/array(s) shall deliver at least 50% of initial lumens for a minimum of 50,000 hours when installed in-situ and operated at 100% output and the maximum specified operating temperature.
- 5. Acceptable LED manufacturers:
  - a. Cree
  - b. Nichia
  - c. Osram Opto Semiconductors
  - d. Philips Lumileds
- D. Luminaire Efficacy:
  - 1. Luminaire efficiency shall be measured using IESNA LM-79-08 standard for electrical and photometric measurements of solid state lighting products.
  - 2. Manufacturer shall provide published luminaire efficacy, which is defined as luminaire light output divided by luminaire input power measured in a 25 degree Celsius environment. Efficacy shall include power supply, thermal, optical, and luminaire losses.
- E. Thermal Management:
  - 1. Solid state luminaire shall not exceed LED manufacturer's maximum junction temperature requirements when operated in-situ at luminaire manufacturer's maximum ambient operating temperature and 100% light output.
  - 2. Solid state luminaires shall be thermally protected using one of more of the following thermal management techniques:
    - a. Metal core board
    - b. Gap pad
    - c. Internal monitoring firmware
  - 3. Solid state luminaire housing shall be designed to transfer heat from the LED board to the outside environment.
- F. Power Supply/Driver requirements:
  - 1. Power factor of 0.90 or greater for primary application
  - 2. Input current shall have Total Harmonic Distortion (THD) of less than 20%.
  - 3. Minimum operating temperature of minus 20 degrees Celsius or below when used in luminaires intended for outdoor applications.
  - 4. Output operating frequency to be equal to or greater than 120 Hz.
  - 5. Operate with sustained input variations of +/- 10% (voltage and frequency) with no damage to the driver.
  - 6. Tolerate sustained open circuit and short circuit output conditions without damage and without need for external fuses or trip devices.
  - 7. Output shall be regulated to +/- 5% across published load range.
  - 8. Class A sound rating.
  - 9. Outputs shall have current limiting protection.
  - 10. Operate LEDs at constant and regulated current levels. LEDs shall not be overdriven beyond the diode manufacturer's specified nominal voltage and current.
  - 11. Inrush currents not exceeding peak currents specified in NEMA 410.
- G. Solid State Lighting Controls:
  - 1. Control interface to dimmable power supplies shall consist of one of the following:
    - a. Line Voltage Dimming. Controls to be rated for magnetic or electronic low voltage transformer operation.
    - b. Low voltage (0-10V) control. Controls to be compatible with either current sink or current source operation.
  - 2. Dimmable LED power supplies shall use pulse width modulation (PWM) to regulate power to LEDs

- a. Dimmable power supplies shall have 12-bit or greater resolution to obtain flicker-free operation throughout the dimming range.
- H. System Installation
  - 1. Hardwired connections to solid state luminaires shall be reverse polarity protected and provide high voltage protection in the event connections are reversed or shorted during the installation process.
  - 2. All solid state luminaires (100% of each lot) shall undergo a minimum eight-hour burn-in test during manufacturing. Solid state lighting installations shall be UL Listed as a low-voltage lighting system including, but not limited to, luminaire, power supply, controller, keypad, and wiring.
- I. Warranty
  - 1. Luminaires, drivers, and controllers for solid state lighting systems shall be covered by a five-year warranty against defects in workmanship or material. Warranty shall include in-warranty service program providing for payment of authorized labor charges incurred in replacement of inoperative in-warranty equipment.

## **2.03 LUMINAIRE CONSTRUCTION**

- A. Sheet metal: materials and thicknesses shall be 20 gauge (0.7 mm or 0.027") min., free of dents, scratches, oil-can, or other defects.
- B. Painted luminaires: exposed weld marks, joints, and seams shall be filled and sanded smooth before finishing.
- C. All edges cleaned and dressed to remove sharp edges or burrs.
- D. Extrusions: 1/10" min. wall thickness, smooth and free of tooling lines, with cast end plates that exactly match extrusion profiles.
- E. Castings: smooth, free of pits, scales, gate marks, or blemishes.
- F. Spinings shall have 1/32" min. thickness, smooth, free of spinning lines or blow-back, with clean edges.
- G. Welds: Follow recommendations of American Welding Society. All welds continuous and free of spatter, residue, or warping.
- H. No light leaks visible. Field paint exterior of housing with high temperature paint if necessary.
- I. Exposed end plates and joiners, with concealed fasteners.
- J. Hardware:
  - 1. Steel or aluminum exterior luminaires: stainless steel hardware.
  - 2. Stainless steel luminaires: stainless steel hardware.
  - 3. Copper alloy luminaires: brass hardware.
- K. Raceways: Where used for through wiring, luminaires must be approved for use as raceways.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION:**

- A. Refer to Section 26 27 00, Part 2.2, for wiring and splicing requirements.
- B. Underground cable installation shall conform to National Electrical Code except as otherwise specified or indicated.
- C. Contractor Damage: The Contractor shall promptly cause repairs to be made to any indicated utility lines or systems damaged by his operation.
- D. Under roads and paved areas, ducts shall be EPC-80-PVC polyvinyl chloride conduit.
- E. Cables shall be in one piece without splices between connections except where the distance exceeds the lengths in which the cable is furnished.

- F. Bends in cables shall have an inner radius of not less than 12 times the cable diameter.
- G. Horizontal slack of approximately 3 feet shall be left in the ground on each end of cable runs, on each side of connection and at all points where connections are to be made above ground level.
- H. Earthwork: Earthwork for electrical requirements shall conform to the requirements of Division 31.
- I. Coordinate work with other trades. Pre-ship anchor bolts and templates for use in preparing bases for installation. After leveling luminaires, pack grout between mounting plate and concrete footing. Provide weep holes to prevent accumulation of moisture inside pole base.

### **3.02 TESTS**

- A. Test under provisions of Division 1, Section 26 08 00, and Section 26 51 01.
- B. The Owner shall be notified at least three working days in advance of the Contractor's proposed date of the tests to permit scheduling, and to permit witnessing of the tests. The Contractor shall furnish the Owner with three copies of the results of the tests.
- C. Circuits: The Contractor shall test each circuit, all controllers, and components of the system for proper operation. The Contractor shall furnish the Owner with three copies of the test results.
- D. Compaction Tests: Backfill shall be tested for compaction in accordance with ASTM D1556.
- E. Operating Test: Contractor shall operate the system in the presence of the Owner proving the proper operation.

**END OF SECTION**

## **SECTION 31 2000**

### **EARTHWORK**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Section, apply to this Section.

##### **1.02 SUMMARY**

- A. This Section includes, but is not limited to, the following:
  - 1. Description of suitable materials for on-site earthwork operations.
  - 2. Definitions of terms.
  - 3. Description of the duties and responsibilities of the Geotechnical Engineer.
  - 4. Requirements for dust and erosion control.
  - 5. Requirements for excavation, overexcavation, import of fill, placement of fill, and disposal of surplus material off the project site.
  - 6. Dewatering of excavations.
- B. Related Sections include the following:
  - 1. Site Preparation - Section 31 1000
  - 2. Trenching, Backfilling and Compaction - Section 31 2316

##### **1.03 REFERENCES**

- A. Reference Data:
  - 1. If the year of the adoption or latest revision is omitted from the designation, it shall mean the specification, manual or test designation in effect the date the Notice to Proceed with the Work is given.

##### **1.04 EXISTING CONDITIONS**

- A. Geotechnical Report -- For supplementary information, the Contractor shall review the Geotechnical Investigation and Geologic Hazards Study Report for this project entitled "Terra Linda High School," prepared by A3GEO, dated February 16, 2018. Where these specifications and the Geotechnical Report do not agree, the Contractor shall obtain clarification from the Geotechnical Engineer.
- B. Groundwater was encountered at a depth of approximately 7' at the time the borings were performed. Groundwater depth will vary dependent on the time of year.
- C. It is the Contractor's responsibility to achieve the finished grades shown on the plan, and to determine the quantity of and provide for soil import or export required to achieve plan grades.

##### **1.05 SUBMITTALS**

- A. Submit test reports and compaction curve analysis for import fill required in accordance with Section 01 3300.

##### **1.06 DEFINITIONS**

- A. Standard Specifications -- Where referred to in these specifications, "Standard Specifications" shall mean the State of California Standard Specifications, current edition. All work shall be

carried out in conformance with the Standard Specification unless otherwise specified herein.

- B. Percent Compaction -- As referred to in these specifications, percent compaction is the required in-place dry density of the material, expressed as a percentage of the maximum dry density of the same material determined by the ASTM D 1557 test procedure.
- C. Optimum Moisture Content -- As referred to in these specifications, optimum moisture content is the moisture content, percent (by dry weight), corresponding to the maximum dry density of the same material as determined by the ASTM D 1557 test procedure.

## **PART 2 PRODUCTS**

### **2.01 GENERAL FILL**

- A. General fill material should have an organic content of less than 3% by volume and should not contain environmental contaminants or rocks or lumps greater than 6 inches in greatest dimension.
- B. Onsite, native materials can be reused as general fill if they meet or can be processed (e.g. by sorting and/or crushing) to meet the above requirements.
- C. General fill can be used anywhere except where non-expansive fill is required.

### **2.02 NON-EXPANSIVE FILL**

- A. Non-expansive fill should conform to the requirements of general fill, have a plasticity index no greater than 12, and a liquid limit no greater than 40.
- B. A non-expansive fill layer is required beneath concrete slabs, pavements, and in cases where uplift pressures are a concern (e.g. below site wall footings that are in direct contact with the ground).
- C. Onsite, native materials may be suitable for reuse as non-expansive material provided it conforms to the above requirements

### **2.03 IMPORTED FILL**

- A. Imported fill should conform to the requirements of non-expansive material and should be evaluated by the project Geotechnical Engineer and Environmental consultant prior to its importation to the site.

## **PART 3 EXECUTION**

### **3.01 GEOTECHNICAL ENGINEER**

- A. The work covered by these specifications shall be performed under the observation of the project Geotechnical Engineer, who shall be retained and paid by the Owner. The Geotechnical Engineer will be present at the site intermittently during the conduct of work to observe the work, and to perform field and laboratory tests to evaluate material quality and compaction. The Contractor shall cooperate with the project Geotechnical Engineer in performing the observations and tests. The Geotechnical Engineer shall notify the Contractor of failed test results. The Contractor shall rework these areas until the specified degree of compaction is obtained. At the completion of his work, the Geotechnical Engineer shall submit a report to the Owner, including a tabulation of all tests performed. The Geotechnical Engineer's costs for observing and testing the repair of unsatisfactory work performed by the Contractor shall be billed to the Owner. The Owner shall pay them and then shall deduct the amount from monies due to the Contractor.

### **3.02 SPILLAGE, DUST AND EROSION CONTROL**

- A. The Contractor shall prevent spillage when hauling on or adjacent to any public streets or highways. In the event that such occurs, the Contractor shall remove all spillage and sweep, wash or otherwise clean such streets or highways as required by local City and County authorities and/or the State of California.
- B. The Contractor shall take all precautions needed to prevent a dust nuisance to adjacent public or private properties and to prevent erosion and transportation of soil to downstream, adjacent properties, due to his work under this contract. Any damage so caused shall be corrected or repaired by the Contractor at no cost to the Owner.

### **3.03 EXCAVATION**

- A. Following clearing and stripping, over-excavate existing exposed materials 12" below hardscape subgrade elevations. The over-excavation shall extend 3' beyond the edge of exterior hardscape areas. The excess and unsuitable excavated material shall be disposed of properly offsite or stockpiled on the site for later use as landscaping material by the Contractor.
- B. The upper 6" of all exposed surface soils shall be scarified and moisture-conditioned and compacted as follows:
  - 1. If exposed materials are predominantly cohesive (>15% passing #200 sieve), materials should be moisture conditioned, as necessary, to between 3% and 5% of the optimum moisture content, and compacted to at least 90% relative compaction.
  - 2. If exposed materials are predominantly granular (<15% passing #200 sieve), materials should be moisture conditioned, as necessary, to between 2% and 4% of the optimum moisture content, and compacted to at least 95% relative compaction
- C. Recompact subgrade shall have a firm and unyielding surface under the observation of the project Geotechnical Engineer or their designated representative. If excessive pumping or instability is observed, overexcavation of subgrade materials may be required by the project Geotechnical Engineer.
- D. Final surfaces exposed by the completed excavations (cutting) shall be finished true to line and grade. Depressions shall be filled and compacted, and loose material shall be removed.
- E. Temporary construction slopes shall not exceed requirements set forth in Cal-OSHA Industrial Safety Orders, or ratio suggested in the field by the Geotechnical Engineer.
- F. It is the Contractor's responsibility to achieve the finished grades shown on the plans, and to determine the quantity of and provide for soil import or export required to achieve plan grades

### **3.04 FIELD QUALITY CONTROL**

- A. The Geotechnical Engineer will observe the excavation, soil removal, moisture conditioning, and recompaction operations. After the completion of these operations and before placement of fill, the Contractor shall obtain the Geotechnical Engineer's approval of the site preparation in each area.

### **3.05 DEWATERING**

- A. During excavation activities, groundwater may be encountered. The contractor is responsible for accounting in their bid for the necessary equipment required to remove groundwater from excavations to allow for the proper placement of fill per the Geotechnical Report.
- B. Groundwater shall be discharged through a silt-sack type device at the outlet end of the discharge pipe to allow for filtration.

- C. Silty water shall not be discharged to any storm drain.

### **3.06 PLACEMENT, MOISTURE CONDITIONING AND COMPACTION**

- A. A 12" non-expansive fill blanket below exterior hardscape areas should subsequently be placed on prepared subgrade in loose horizontal lifts of 6 inches thick or less, moisture-conditioned to near optimum moisture content, and uniformly compacted to at least 95% relative compaction.
- B. All site preparation and fill placement should be observed by a representative of the Geotechnical Engineer.
- C. Where field density tests indicate that required compaction and/or moisture content has not been attained, the fill shall be reconditioned as necessary and recompacted to the required density and/or moisture content prior to placing additional material. The Contractor shall be responsible for placing, moisture conditioning, and compacting approved material in accordance with these specifications.
- D. Sufficient testing and inspection should be performed to assure compliance with the recommended compaction standards. Samples of proposed native or imported fill should be submitted to the Geotechnical Engineer material testing laboratory for assessment at least 48 hours prior to placement or importing to the site (whichever is soonest).

### **3.07 FINISH**

- A. Fill slopes shall be compacted by slope rolling and trimming or shall be overfilled and trimmed back to planned grade. The completed fill shall be finished true to line and grade. Depressions shall be filled and compacted and all loose material shall be removed.
- B. After completion of compaction and finish grading operations, fill slopes, horizontal surfaces disturbed by construction operations, and cut slopes shall be moisture conditioned and "trackwalked" to provide a firm and uniformly roughened surface free of loose material.
- C. See also requirements in landscape specifications for slope and landscaped area requirements.

### **3.08 CLEAN UP**

- A. Remove all debris and stains resulting from the work of this section, including any and all excess material.

**END OF SECTION**

## **SECTION 31 2316**

### **TRENCHING, BACKFILLING AND COMPACTION**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

##### **1.02 SUMMARY**

- A. The Section includes the following:
  - 1. Trenching and other excavation needed for the installation of pipe and appurtenances.
  - 2. Provide and install bedding material as specified.
  - 3. Backfill and compact trenches and excavations with suitable material and as specified.
  - 4. Patch trenches in existing surfaced areas to match surrounding surfacing as illustrated on the Pavement Plan.
  - 5. Provide and install subbedding material as required.
- B. Related Sections include the following:
  - 1. Earthwork – Section 31 2000
  - 2. Site Drainage – Section 33 4000
  - 3. Water Utility Distribution Piping – Section 33 1100
  - 4. Sanitary Sewerage Utilities – Section 33 3000

##### **1.03 SUBMITTALS**

- A. In accordance with Section 01 3300, Submittal Requirements:



1. Sand equivalent and gradation analysis of bedding and backfill materials.

#### **1.04 REFERENCES**

##### **A. Standard Specifications**

1. Where referred to in these specifications, "Standard Specifications" shall mean the State of California Department of Transportation Standard Specifications. All work shall be carried out in conformance with the Standard Specifications unless otherwise specified herein.

#### **1.05 EXISTING SITE CONDITIONS**

- A. The Contractor shall acquaint himself with all site conditions. If unshown active utilities are encountered during the work, the Engineer shall be promptly notified for instruction. Failure to notify will make the Contractor liable for damage to these utilities arising from Contractor's operations subsequent to his discovery of such unshown utilities.
- B. The Contractor shall review the Soils Report and plan their work accordingly.

#### **1.06 QUALITY ASSURANCE**

- A. Testing Agency: The project Geotechnical Engineer (Inspector) shall verify the adequacy of sub-bedding conditions and monitor bedding, backfilling, and compaction.
- B. Unsatisfactory Conditions: The Inspector will advise the Contractor immediately if unsatisfactory conditions or test results are observed. The area where compaction is unsatisfactory shall be reworked until the required density has been attained. The Inspector shall have the authority to reject bedding or backfill until corrective measures to unsuitable material or rework have taken place. It shall be the sole responsibility of the Contractor to achieve the specified degree of compaction.

#### **1.07 PROTECTION FROM CAVING**

- A. Construction Safety Orders
  1. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. The Contractor shall take all necessary measures to protect the workmen and adjacent areas and structures from the hazards of the trenching or excavation operations. Sheet piling and other sheeting shall be withdrawn in such a manner as to prevent caving at the

walls of excavation or damage to piping or other structures. Except as may be hereinafter modified, no sheeting shall be left in the trench and no backfill shall be made against the sheeting before it is removed. Any sheeting extending below the invert of the pipe shall be left in place by cutting off in a manner satisfactory to the Inspector.

B. Liability

1. Nothing in this section shall be construed to impose tort liability on the Architect or the Design Engineer.

## **PART 2 PRODUCTS**

### **2.01 TRENCH STABILIZATION SUBBEDDING**

- A. Drain rock for trench stabilization subbedding shall be of the nominal sizes designated as 3/4" x 1/4".

### **2.02 BEDDING MATERIAL**

- A. Bedding material shall be well graded sand material free from vegetable matter and refuse.
- B. The minimum sand equivalent value shall be 30.
- C. The grading shall conform to the following:

Sieve	Percentage Passing	
	Minimum	Maximum
1"	-	100
3/4"	90	100
3/8"	65	100
No. 4	30	100

No. 20	0	15
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**2.03 BACKFILL**

- A. Backfill material may be native excavated material free of vegetable matter, refuse, and other unsatisfactory material, in non-hardscape areas only.
- B. The backfill material shall be free of stone and lumps exceeding 4 inches in greatest dimension.
- C. Imported granular trench backfill material may be used in lieu of native material at the Contractor's option.

**2.04 GRANULAR BACKFILL MATERIAL**

- A. Imported granular backfill material must be used in hardscape areas and shall be non-expansive rock, gravel, sand, or rock material, free from deleterious materials.
- B. Minimum sand equivalent value shall be 25.
- C. Imported granular backfill material shall conform to the following:

Sieve Size	Percentage Passing
3"	100
No. 4	40 to 70
No. 30	10 to 100
No. 200	0 to 15

## **PART 3 EXECUTION**

### **3.01 EXCAVATION**

- A. The Contractor shall make all necessary excavations to construct the work shown on the Drawings and in accordance with trench detail appropriate to the utility being.
- B. The Contractor shall perform all excavations of every description and all substances encountered to the depth indicated on the drawings. During excavation, that material suitable for backfilling shall be deposited in an orderly manner a sufficient distance from the banks for the trench to avoid overloading and to prevent slides or cave-ins. All excavated material not require or suitable for backfill shall be removed and properly disposed of offsite.
- C. Excavation shall include the removal of all materials or surface obstructions of any nature that would interfere with the execution of the work, and their replacement to equivalent preconstruction condition after installation of utilities.
- D. All trench excavation work shall conform to Cal-OSHA standards, as currently published.

### **3.02 TRENCH WIDTH AND DEPTH**

- A. The maximum allowable width of trench measured at the top of the pipe shall be the outside diameter of the pipe exclusive of bells and collars, plus twenty-four (24) inches, and such maximum width shall be inclusive of all trench sheeting. Minimum width of trench for pipes 18" diameter and smaller shall be pipe diameter plus 6". Maximum width of trench for pipes 18" diameter and smaller shall be pipe diameter plus 9". Minimum width of trench for pipes greater than 18" shall be pipe diameter plus 9". Maximum width of trench for pipes greater than 18" shall be pipe diameter plus 12". Whenever the maximum allowable trench width is exceeded for any reason, the Contractor shall, at his expense, embed or cradle the pipe in concrete in a manner satisfactory to the Engineer.
- B. The trench shall be excavated to the dimensions and depth shown on the Drawings and in a manner, which will produce a firm foundation for supporting the entire length of each section of pipe. Bell holes shall be provided so that the load is carried on the pipe barrel.

### **3.03 CONTROL OF WATER**

- A. The Contractor, at his own expense, shall provide sufficient pumping equipment, and the operation thereof, to remove groundwater from the excavation.

- B. Water shall be disposed of in such a manner as to cause no injury to public or private property, nor be a menace to the public health. Discharges directly to storm drainage systems, ditches, and creeks shall not be allowed.
- C. Dewatering shall be performed under a contractor obtained permit from either the City of San Rafael (if discharge is to the sewer system) or the Regional Water Quality Control Board (if discharge is to the storm drain system). The Contractor is advised that both of these agencies may require testing of the proposed dewatering discharge for contaminants. It shall be the sole responsibility of the Contractor to apply for and obtain the necessary permits, obtain and pay for any required water quality tests, design shoring and dewatering systems, and pay any fees associated with discharging the water to the sanitary sewer system. Permits must be obtained prior to any discharge occurring.

### **3.04 UNSUITABLE SUB-BEDDING**

- A. Where soft, wet, spongy, or unsuitable trench foundation is encountered, sub-bedding material shall be placed under the pipe to facilitate construction. The cost of furnishing and placing sub-bedding material shall be included in the price bid for the job as a unit cost.

### **3.05 BRACING EXCAVATIONS**

- A. Excavations shall be so braced and supported that they will be safe, and the ground alongside the excavation will not slide or settle, and all existing improvements of any kind, either on public or private property, will be fully protected from damage.
- B. If any damage does result to such improvements, the Contractor shall make the necessary repairs or reconstruction at his own expense.

### **3.06 PIPE BEDDING**

- A. Bedding material shall be placed under the pipe before the pipe joints have been completed and inspected.
- B. Bedding material shall be placed carefully around and under the pipe in horizontal layers 4 inches thick after compaction.
- C. The bedding material shall be brought up uniformly on each side of the pipe.
- D. Bedding material shall have the proper moisture content to ensure maximum compaction by using hand and pneumatic tampers.

- E. Bedding shall be accomplished in a manner which will not disturb the pipe but will secure a relative compaction of 90 percent.
- F. Bedding shall be installed up to 4 inches below and over the bottom/top of the pipe.

### **3.07 TRENCH BACKFILL**

- A. Backfill material shall be placed after the pipe and bedding have been inspected by the Inspector. All trenches shall be backfilled to pavement or exterior slab structural section subgrade, or to finished grade if in unpaved areas.
- B. Backfill and compaction of utility trenches in and immediately adjacent to building pads, driveways, parking, and other flatwork areas should be such that no settlement will occur.
- C. Granular Backfill (Non-native)
  - 1. The backfill material shall be placed in layers not exceeding 8" in uncompacted thickness.
  - 2. Compaction may be accomplished by adding sufficient water to the material as it is placed in the trench to achieve 90 percent relative compaction.
  - 3. Supplemental compactive efforts using vibratory means shall be employed if necessary to obtain specified degree of compaction.
  - 4. Ponding or the use of excessive amounts of water will not be allowed.
  - 5. Vibratory or other compaction equipment shall be used whenever necessary to obtain the required compaction, and must be used within 3' of pavement and exterior slab.
- D. Native Backfill
  - 1. Native backfill material shall be placed in layers not exceeding 6" in uncompacted thickness.
  - 2. Compaction may be accomplished by adding sufficient water to the material as it is placed in the trench to achieve 90 percent relative compaction.
  - 3. Supplemental compactive effort using vibratory means shall be employed if necessary to obtain specified degree of compaction.
  - 4. Ponding or the use of excessive amounts of water will not be allowed.
  - 5. Vibratory or other compaction equipment shall be used whenever necessary to obtain the required compaction, and must be used within 3' of pavement and exterior slab subgrade.

### **3.08 CLEAN UP**

- A. Remove all debris and stains resulting from the work of this section.

**END OF SECTION**

## **SECTION 32 1216**

### **ASPHALT CONCRETE PAVING AND BASE AND SEAL COAT**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Section, apply to this Section.

##### **1.02 SUMMARY**

- A. This Section includes, but is not limited to, the following:
  - 1. Provide, spread and compact aggregate base as shown on the Contract Documents and as specified herein.
  - 2. Provide, spread and compact asphaltic concrete pavement.
  - 3. Provide and install redwood headerboards (HB) where indicated on the plans.
  - 4. Adjusting to finish grade any and all new or existing, cleanouts, drainage structures, utility vaults, manholes, etc., which are included in the limits of work.
- B. Related Sections includes, but are not limited to the following:
  - 1. Earthwork - Section 31 2000
  - 2. Trenching, Backfilling and Compaction - Section 31 2316

##### **1.03 REFERENCES**

- A. Reference Data:
  - 1. If the year of the adoption or latest revision is omitted from the designation, it shall mean the specification, manual or test designation in effect the date the Notice to Proceed with the Work is given.
- B. Caltrans Standard Specifications.

##### **1.04 QUALITY ASSURANCE**

- A. Testing and inspection of the aggregate base and asphaltic concrete shall be done by a testing laboratory retained and paid for by the Owner. Any areas receiving failing tests shall be



reworked by the Contractor to achieve the minimum specified degree of compaction. It shall be the sole responsibility of the Contractor to achieve satisfactory results.

- B. Test Methods: Unless otherwise indicated, tests shall be made in conformance with the following standard methods:
  - 1. Relative compaction shall be determined by Test Method No. California 216 and 231.
  - 2. Caltrans Standards and Specifications, latest edition.

#### **1.05 SUBMITTALS**

- A. Submit asphalt mix design parameters and certificates of compliance.
- B. Submit certificate of compliance for aggregate base, recycled, or virgin.
- C. Submit product data sheets for seal coat and crack sealant material.
- D. Submittals shall conform to the requirements of Section 01 3300.

### **PART 2 PRODUCTS**

#### **2.01 AGGREGATE BASE**

- A. Aggregate for aggregate bases shall be clean and free of vegetable matter and other deleterious substances.
- B. Aggregate base shall be of such a nature that it can be compacted readily under watering and rolling to form a firm, stable base.
- C. Aggregate base shall be Class 2, and the combined aggregate shall conform to the  $\frac{3}{4}$ " maximum grading specified in Section 26-1.02A "Class 2 Aggregate Base" of the 1992 Caltrans Specifications.
- D. Recycled Class 2 aggregate base materials meeting the gradation and strength requirement of virgin material is acceptable.
- E. At the Contractor's option, the non-contaminated, demolished aggregate base may be reused provided it is approved by the project Geotechnical Engineer. See Section 31 1000, Site Preparation.

#### **2.02 ASPHALT CONCRETE**

- A. The asphalt concrete shall be Type A,  $\frac{1}{2}$ " maximum, medium for non-vehicular (including bicycle) areas or Type A,  $\frac{3}{4}$ " maximum, medium vehicular areas, and shall conform to the applicable portions of Section 39 of the Caltrans Standard Specifications. See Pavement Plan for locations of each size.

## **2.03 HEADER BOARDS**

- A. Header boards shall be constructed of nominal 2"x 6" wood, meeting the requirements of Section 20-2.12, "Lumber", of the Caltrans specifications.

## **PART 3 EXECUTION**

### **3.01 SUBGRADE PREPARATION FOR BASE MATERIAL**

- A. Subgrade preparation shall conform with the requirements in Section 31 2000 - Earthwork, and shall not vary more than 0.05 foot above, or 0.05 foot below the grade established by the plans.
- B. Prepared subgrade shall be inspected by the independent testing laboratory retained by the Owner prior to the placement of any aggregate base.
- C. As per Section 31 2000 - Earthwork.

### **3.02 SPREADING**

- A. Aggregate base shall be delivered to the roadbed as uniform mixtures and shall be graded in layers or windrows. Segregation shall be avoided and the base/subbase shall be free from pockets of coarse or fine material.
- B. The aggregate base, after spreading as above specified, shall be shaped to such thickness that after watering and compacting the completed base will conform to the required grade and cross section, within the tolerances specified in Section 26-1.05 "Compacting" of the Caltrans Specifications.
- C. The base shall be spread, watered and compacted in layers not to exceed 6 inches in compacted thickness to achieve the specified thickness.

### **3.03 COMPACTION AND TOLERANCE**

- A. The relative compaction of the base shall not be less than 95 percent.
- B. The finished surface of the aggregate base shall not vary more than 0.05 foot from the design grades.
- C. Aggregate base which fails to meet the specified tolerances shall be reshaped, dewatered and recompacted at the Contractor's expense.

### **3.04 SUBGRADE PREPARATION FOR ASPHALT CONCRETE**

- A. All construction beneath the subgrade shall be completed, including pipeline testing, prior to asphalt concrete placement.
- B. Subgrade shall not vary more than 0.05 foot above or below design grade.
- C. Any soft spots in the subgrade shall be repaired by the Contractor, regardless of cause, prior to

paving.

- D. Minimum Class 2 aggregate base material under private walkways as shown on the Drawings shall be 4" in compacted thickness, unless otherwise noted.

### **3.05 TACK COAT**

- A. Apply tack coat of RS-1 or CRS1 Emulsion to vertical surfaces of existing surfacing that will come into contact with asphalt concrete.

### **3.06 SPREADING AND COMPACTING ASPHALT CONCRETE**

- A. Shall be in accordance with Section 39 of the Caltrans Standard Specifications.

### **3.07 STRUCTURE ADJUSTMENT**

- A. The Contractor shall mark the location of all structures to be adjusted to grade and shall be responsible for their location after paving operations are completed.
- B. After surfacing or resurfacing is completed, the Contractor shall construct or reconstruct the structures to grade, as shown on the plans.

### **3.08 FLOW TEST**

- A. Finished pavement areas shall be flow tested in the presence of the Inspector of record to confirm that positive gradients that facilitate proper and complete surface drainage, have been achieved in all paved areas.
- B. Any areas that fail the flow test, defined as any area where depth of ponding water exceeds 1/8 inch or where the surface of a ponding area exceeds 10 square feet, shall be repaved to achieve positive drainage.

### **3.09 CLEAN UP**

- A. Remove all debris and stains resulting from the work of this section.

**END OF SECTION**

SECTION 32 33 00

SITE FURNISHINGS.

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. Provide and install all site furnishings identified in these specifications or shown on the drawings.

**1.2 Submittals**

- A. Submit complete manufacturer's information, including color and material charts, catalog cuts, installation procedures and diagrams, maintenance instructions, etc. Provide three copies to the District. Should it be necessary to propose equipment other than that specified, submit complete manufacturer's information including color and material charts, catalog cuts, installation procedures and diagrams, maintenance instructions, etc.

**PART 2 - PRODUCTS**

**2.1 GENERAL**

- A. Products named are indicative of the features, form, finish, and quality of the furnishings desired. Products of manufacturers other than those named may be acceptable upon proof of equality. Submit data as specified above for approval by the District.

All products shall be new, delivered to the site in manufacturer's original containers, and protected at all times from damage during shipping, storage, and handling prior to and during installation.

**2.2 PRODUCTS** - The following products shall be as specified on the drawings:

1. Trash/Recycling Receptacle - Mfr.: DuMor, Inc., Representative Jon Bawden, Ross Recreation, Inc. 707-736-6890. Trash - 286-32SH, 32 gallon steel receptacle with shield, top deposit, side opening with liner insert, Argento standard color powder coated finish. Recycle - 434-72, 72-gallon recycling unit, top deposit, 3 stream, double side opening with 3 liner inserts and colored tops, Argento standard color powder coated finish.
2. Skatestoppers: 6061-T6 aluminum alloy with Type II clear anodize finish. Available at [www.skatestoppers.com](http://www.skatestoppers.com) telephone 619-447-6374.
3. Tree Grates: Mfr: Urban Accessories (877) 487-0488 Model: Flat Rainbow Mat'l: Cast Iron. Size per plan. Install flush to surrounding paving, per manufacturer's specifications.

**PART 3 - EXECUTION**

**3.1 GENERAL**

- A. Installation of products shall be as shown on the drawings and according to manufacturer's instructions. If discrepancies are found, or if information is lacking, consult with District immediately, prior to beginning the work.

- B. Coordinate in-ground installation of site furniture with installation of paving and other adjacent materials.
- C. Protect equipment from damage at all times, until final acceptance of the Work. If damage occurs to any equipment prior to final acceptance, Contractor shall, at his own expense, make replacement to satisfaction of the District.

### **3.2 TRASH/RECYCLING RECEPTACLES**

- A. Install trash and recycle receptacles in concrete footings per manufacturer's directions. Install footings to allow for 4" cover over concrete footing so that top of footings are below concrete or asphalt paving, covered with the site paving, flush with surrounding grade. Set tops of trash and recycle receptacles level.

### **3.3 SKATESTOPPERS**

- A. Install skatestopppers in concrete walls per manufacturer's directions. Set skatestopppers plumb in increments shown on drawings.

### **3.4 TREE GRATES**

- A. Frames shall be cast in place according to manufacturer's instructions. Frames and grates shall be flush in elevation to surrounding curbs or paving.

**END OF SECTION**

## **SECTION 32 8400**

### **IRRIGATION**

#### **PART 1 GENERAL**

##### **1.01 DESCRIPTION**

- A. The work in this section consists of furnishing, layout and installing an irrigation system.
- B. Related work specified elsewhere includes:
  - 1. Section 32 92 00, Planting.
  - 2. Section ELECTRICAL stub-out(s) for controller(s).

##### **1.02 CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS**

- A. Contractor shall be familiar with and follow the State of California Model Water Ordinance, California Code of Regulations, Title 23 Waters, Division 2, Department of Water Resources, Chapter 2.7. Also, the Contractor is responsible to follow all local water ordinances.
- B. Pursuant to the requirements of the California Model Water Efficient Landscape Ordinance, the Contractor shall submit a Certification of Installation to the Local Jurisdiction / water purveyor as described in the construction documents and these specifications. Certification shall at a minimum include the following documents:

- PART 1. Project Information Sheet
- PART 2. Certification of Installation according to the landscape documentation package.
- PART 3. Irrigation Scheduling and Controller Programming
- PART 4. Schedule of Landscape and Irrigation
- PART 5. Landscape Irrigation Audit Report
- PART 6. Soil Management/Analysis Report with verifying implementation, see Planting Specification for analysis requirements.

##### **1.03 Quality Assurance**

- A. Manufacturer's Specifications: Follow manufacturer's current printed specifications and drawings in all cases where the manufacturers of articles used in the Contract furnish directions covering points not specified or shown in the drawings.
- B. Ordinances and Regulations: All local, municipal and state laws, codes and regulations governing or relating to all portions of this work are hereby incorporated into and made a part of these Specifications. Anything contained in these Specifications shall not be construed to conflict with any of the above codes, regulations or requirements of the same. However, when these Specifications and Drawings call for or describe materials, workmanship or construction of a better quality, higher standard, or larger size than is required by the above codes and regulations, the provisions of these Specifications and Drawings shall take precedence. Furnish without extra charge additional materials and labor required to comply with above rules and regulations.
- C. References, Codes and Standards:
  - 1. AB 325 State of California Model Water Efficient Landscape Ordinance.
  - 2. Water Use Classification of Landscape Species (WUCOLS).
  - 3. American Society of Irrigation Consultants (ASIC) Design Guidelines.
  - 4. California Landscape Standards, California Landscape Contractors Association, (CLCA) Sacramento, California.

5. CAL-OSHA, title 8, Subchapter 4-Construction Safety Orders and Subchapter 7-General Industry Safety Orders.
  6. California Electric Code.
  7. California Plumbing Code (UPC) published by the Association of Western Plumbing Officials.
  8. NFPA 24, Section 10.4, Depth of Cover.
  9. Underwriters Laboratories (UL): Electrical wiring, controls, motors and devices, UL listed and so labeled.
  10. American Society of Testing Materials (ASTM).
- D. Furnish without extra charge any additional material and labor when required by the compliance with all above mentioned codes and regulations, though the work be not mentioned in these specifications or shown on the drawings.
- E. Reclaimed Water: Contact water company supplying reclaimed water prior to the commencement of installing the irrigation system to coordinate inspection of the work and to verify all codes and regulations regarding use of reclaimed water. Provide all required signage and other warnings.
- F. Experience: Assign a full-time employee to the job as supervisor for the duration of the Contract with a certified landscape technician, irrigation certification through CLCA or minimum of four (4) years of experience in landscape irrigation installation.
- G. Labor Force: Provide a landscape installation and maintenance force thoroughly familiar with, and trained in, the work to be accomplished to perform the task in a competent, efficient manner acceptable to the Owner's Representative.
- H. Explanation of Drawings:
1. Due to the scale of the Drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. Carefully investigate the conditions affected all of the work and plan accordingly, and furnish all required fittings. Install system in such a manner to avoid conflicts with planting, utilities and architectural features.
  2. Do not install the irrigation system as shown on the Drawings when it is obvious in the field that obstructions, grade differences or discrepancies in arc dimensions exist that might not have been considered in engineering. Bring such obstruction or differences to the attention of the Owner's Representative. In the event this notification is not given, the Contractor shall assume full responsibility for any revision necessary.
- I. Trench Interference with Tree Root Systems:
1. Prior to trenching, layout main and lateral line locations within Drip Line of trees and review locations with Owner's Representative. Relocate any lines that may interfere with existing root systems to avoid or reduce damage to root systems as accepted by Owner's Representative.
  2. Mechanical Trenching is not allowed within dripline of existing trees to be protected except as approved by Landscape Architect.

#### **1.04 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Drawings show, if applicable, existing above and below grade structures and utilities that are known to the Owner. Locate known existing installations before proceeding with construction operations that may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired with no adjustment of Contract Sum. Verify with Owner if As Built drawings are available.
- B. If other structures or utilities are encountered, request Owner's Representative to provide

direction on how to proceed with the Work. If a structure or utility is damaged, take appropriate action to ensure the safety of persons and property.

- C. Verify location of existing irrigation systems to be removed and replaced. Maintain any existing systems as required by the Drawings and Specifications, including temporary retention of systems necessary to maintain existing on site and adjacent planting.

**1.05 SUBMITTALS, IN ACCORDANCE WITH SECTION 01 33 00.**

**A. Materials List:**

- 1. Submit required copies of the cut sheets and a complete list of materials proposed for installation, along with any proposed substitutions clearly identified and obtain the Owner Representative's written approval thereof before proceeding. Use only accepted materials and items of equipment.
- 2. List all materials by manufacturer's name and model number.
- 3. Submit to Local Water Purveyor with copy to the Owner Certification of Installation as required by the State of California Model Water Ordinance.

**B. Substitutions:**

- 1. If the Contractor desires to substitute a product, he shall list each item and note it as a "substitution" and provide the following information:
  - a. Descriptive information describing its similarities to the specified product.
- 2. If the product is approved and, in the opinion of the Owner's Representative, the substituted product does not perform as well as the specified product, the Contractor shall replace it with the specified product at no additional cost to the Owner.

**C. Manuals:**

- 1. Prior to the final acceptance of the irrigation system, furnish three (3) individually bound Operation and Maintenance Manuals to the Owner's Representative for use by the Owner. The manuals shall contain complete enlarged drawings, diagrams and spare parts lists of all equipment installed showing manufacturer's name and address. In addition, each Service Manual shall contain the following:
  - a. Index sheet indicating the Contractor's name, address and phone number.
  - b. Copies of equipment warranties and certificates.
  - c. List of equipment with names, addresses and telephone numbers of all local manufacturer representatives.
  - d. Complete operating and maintenance instructions in sufficient detail to permit operating personnel to understand, operate and maintain all equipment.
  - e. Parts list of all equipment such as controllers, valves, solenoids and heads.

**D. Record Drawings:**

- 1. Dimension the location of the following items from two (2) permanent points of reference such as building corners, sidewalks, road intersections, etc.:
  - a. Connection to existing water lines/meter.
  - b. Connection to electrical power.
  - c. Gate valves.
  - d. Routing of sprinkler pressure lines (a dimension at least every 100 feet and as required to identify all changes in direction and location).
  - e. Remote control valves.
  - f. Routing of control valves.
  - g. Quick coupling valves.
  - h. All sleeve locations.
  - i. Routing of all control wiring.
  - j. Include all invert elevations below 12".



2. Deliver a reproducible record drawing to the Architect within seven (7) working days before the date of final review. Delivery of the record drawings shall not relieve the Contractor of the responsibility of furnishing required information in the future.
- E. Controller Plan:
  1. Provide one Irrigation Diagram plan in each controller housing. The plan shall show the area controlled by each valve in different colors and for orientation, any major permanent structure such as buildings and roads.
  2. Charts to be waterproof and hermetically sealed between two pieces of transparent 10 mil thick plastic and installed in each controller on the door as accepted by the Owner's Representative no later than the time of the coverage test of the irrigation system.
- F. Maintenance Material - supply the following tools to the Owner:
  1. Three (3) sets of specialized tools required for removing, disassembling and adjusting each type of sprinkler, valve or other equipment supplied on this project.
  2. Two (2) keys for each type of equipment enclosure.
  3. Two (2) keys for each type of automatic controller.
  4. Two (2) quick-coupler keys and matching hose swivels for each type of quick-coupling valve installed.
  5. All lock keys shall be keyed alike.
  6. Two (2) keys for each type of valve (including square type key for valves larger than 2")

#### **1.06 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Furnish and deliver materials in manufacturer's packaging, bearing original legible labeling.
- B. The Contractor is cautioned to exercise care in handling, loading, unloading, and storing PVC pipe and fittings. All PVC pipe shall be transported in a vehicle which allows the length of the pipe to lie flat so as not to subject it to undue bending or concentrated external load at any point. Any section of pipe that has been dented, cracked, or otherwise damaged shall be discarded and, if installed, shall be replaced with new piping.

#### **1.07 TRENCH INTERFERENCE WITH TREE ROOT SYSTEMS**

- A. Prior to trenching, layout main and lateral line locations within Drip Line of trees and review locations with Owner's Representative. Relocate any lines that may interfere with existing root systems to avoid or reduce damage to root systems as accepted by Owner's Representative.

#### **1.08 SEQUENCING AND SCHEDULING**

- A. Acceptance: Do not install main line trenching prior to acceptance by Owner's Representative of rough grades completed under another Section.
- B. Coordination: Coordinate with the work of other sections to insure the following sequence of events:
  1. Sleeves and Conduits: Installation of all sleeves and conduits to be located under paving and through walls prior to placement of those materials.
  2. Bubbler Heads: Install after placement of tree, but prior to backfill with planter soil mix.
  3. On-Structure Equipment: Install piping and risers after waterproofing is accepted.
  4. Sprinkler Head in Pots: Install riser and seal the penetration of the pot prior to backfill of pot with drainage materials and planter soil mix.
  5. Coordinate work schedule with Owner to avoid disruption of landscape maintenance of existing landscaping.
  6. Install piping prior to soil preparation (planting soil amendment installation).

**1.09 WARRANTY, PER SECTION 01 77 00.**

- A. In addition to manufacturer's guarantees and warranties, work shall be warranted for one (1) year from date of final acceptance against defects in material, equipment and workmanship. Warranty shall also cover repair of damage to any part of the premises resulting from leaks or other defects in materials, equipment and workmanship to the satisfaction of the Owner.
- B. Include a copy of the warranty form in the Operation and Maintenance Manual.

**1.10 OPERATION**

- A. Routine: Inspect and adjust all spray heads and control valves including raising or lowering of spray head heights to accommodate plant growth and weather conditions.
- B. Controller: Inspect regularly for power interruption and reset clock as required. Adjust station timing to accommodate changes in plant growth and weather conditions.
- C. System Failure: Perform all repairs within one (1) operating period. Replacements to match removed products and materials in all respects. Report promptly all damage not resulting from Contractor's operations. Repair all damage caused by Contractor at no expense to Owner.
- D. Climate Change: Set and program automatic controllers in response to seasonal requirements and requirements of newly planted materials.

**Part 2 PRODUCTS**

**2.01 PIPE – FOR RECLAIMED WATER USE**

- A. Pressure Main Line Pipe and Fittings: All PVC fittings shall bear the manufacturer's trademark name, material designation, size, applicable I.P.S. schedule and NSF seal of approval.
- B. All main line pipe shall be solvent welded and shall be Schedule 40 with Schedule 80 fittings unless shown otherwise on the Drawings. 24" minimum cover over pipe in pedestrian areas and 30" minimum cover in vehicular areas.
  - 1. PVC Pressure Rated Pipe: ASTM D2241 NSF approved Type I, Grade I, solvent welded PVC with an appropriate standard dimension ratio (S.D.R.).
  - 2. PVC Scheduled Pipe: ASTM D1785 NSF approved, Type I,
  - 3. Grade I, solvent welded PVC.
  - 4. PVC Solvent-weld Fittings: ASTM D2466 Schedule 80, 1-2, II-I NSF approved.
  - 5. Solvent Cement and Primer for PVC solvent-weld pipe and fittings: Type and installation methods prescribed by the manufacturer.
  - 6. Connections between Main Lines and RCVs: Schedule 80 PVC (threaded both ends) nipples and fittings unless required otherwise by local jurisdiction.
  - 7. Valves 2-inch and larger shall be flanged only.
  - 8. Copper pipe shall be Type K or Red Brass where threaded joints are required and Type L otherwise.
- C. All lateral line pipe shall be solvent welded and shall be Schedule 40 with Schedule 80 fittings unless shown otherwise on the Drawings.

**2.02 CONTROLLER ENCLOSURES**

- A. Type: Use one of the following (unless noted otherwise on the Drawings):
  - 1. Stainless steel, NEMA Type 3 rated, with back panel, padlocking hasp and padlock. See Detail for pedestal construction.
  - 2. Le Meur, (714) 822-5100.
  - 3. "Strong Box" available from John Deere, (800) 347-4272.
  - 4. Rainmaster Controller Enclosure as recommended for controller

**2.03 REMOTE CONTROL VALVE (RCV):** As shown on Drawings and with the following minimum requirements:

- A. Remote control valves shall be those normally manufactured for irrigation systems and shall have a slow, consistent speed of closure through entire closing operation, including last portion. To ensure this, the effective diaphragm working area/valve seating opening ratio must be a minimum 3 to 1.
- B. Shall be mechanically self-cleaning to help prevent diaphragm or solenoid port plugging. To ensure this, the flush rod should be tapered to vary the size of the port opening as the diaphragm raises and lowers, thus allowing trapped material to escape. Rod is to be finished with a serrated surface to help scrub trapped material out. Screens not acceptable.
- C. Shall have removable valve seat so valve can be repaired without removal from irrigation line.
- D. Shall have ability to operate manually without the use of wrenches or special keys.
- E. Shall have one-piece solenoid that attaches directly to valve without shunts or clips that can be lost.
- F. Shall have cross top handle to adjust maximum travel of diaphragm to allow "tuning" of valve and closure.

**2.04 BOX FOR REMOTE CONTROL VALVE (RCV):** Rectangular plastic valve box with lid - Ametek, Brooks, Christy or accepted equal in purple color for reclaimed water (unless noted otherwise), with non-hinged bolt down lid marked "irrigation". Box body shall have knock outs. Do not saw cut body. Minimum size box as shown on Drawings. Increase box size as required to fit. Valve box lids are to indicate the controller letter and station number of valve as accepted by Owner's Representative. Also refer herein to required polyurethane tag at valve solenoid control wire under Control Wires. Locate the identification in center of the lid. Provide separate box for each valve. Provide H/20 Loading concrete boxes with bolt-down concrete lids for all valves that occur in paved areas.

**2.05 CONTROLLER GROUND**

- A. Provide each pedestal controller with its own ground rod, model as recommended by manufacturer. Separate the ground rods by a minimum of eight feet. The ground rod shall be an eight foot long by 5/8" diameter U.L. approved copper clad rod or as recommended by controller manufacturer. Install no more than 6" of the ground rod above finish grade. Connect #8 gauge wire with a U.L. approved ground rod clamp to rod and back to ground screw at base of controller with appropriate connector. Make this wire as short as possible, avoiding any kinks or bending. Install within pedestal housing base unless otherwise noted.
- B. Provide irrigation controller with its own independent low voltage common ground wire.

**2.06 CONTROLLER:** As shown on Drawings and with the following minimum requirements:

- A. Shall be user-friendly. The controller must have a minimum 20-character readout display describing actions or options, or a full visible panel of buttons, dials, or switches that control all different functions separately.
- B. Shall have the ability to start a programmed sequence of valves a minimum of 5 times a day per program.
- C. Shall have ability to easily and quickly change watering schedules due to change in weather.

## **2.08 CONTROL WIRES**

- A. Connections between automatic controllers and the solenoid-operated electric control valves shall be made with direct burial copper wire 14- AWG-UF 600 volt (minimum size). Pilot wires shall be a color other than white, and shall be a different color for each automatic controller with wires sharing a common trench. Common wires shall be white in color, with a different color stripe for each controller with wiring sharing the same common trench. No stripe is required if multiple controller wiring is not present.
- B. Size of wire shall conform to the remote control valve manufacturer's specification for control wire sizes, but in no case shall the control wire be smaller than #14. Runs over 2,000 lineal feet shall be #12- AWG-UF 600 volt copper wire.
- C. All wire splices are to be made within a valve box, with a copper crimp-type connector, and a "3-M" #DBY splice kit, or as recommended by controller manufacturer.
- D. Use continuous control wiring between controllers and remote control valves (no splices).
- E. Provide polyurethane tag at valve solenoid control wire that shows the controller number and station number. Also refer to valve box lid identification.
- F. Provide a spare control wire in each RCV box for future.

## **2.09 BUBBLER HEADS**

- A. As shown on drawings

## **2.10 QUICK COUPLER VALVES:**

- A. Quick coupler valves shall be as listed on the Drawings with 10" diameter box and lid similar to isolation valve box described below. Purple color for reclaimed water.

## **2.11 ISOLATION/GATE VALVE:**

- A. Valves smaller than 3 inches: 125 lb. WSP bronze gate valve with union bonnet, non-rising stem and solid wedge disc. Valves shall be line size. Leemco, LGT-SS Series, or approved equal.
- B. Valves larger than 3 inches: 125 lb. WSP bronze gate valve with union bonnet, non-rising stem and solid wedge disc. Valves shall be line size. Nibco P-619-RW, or approved equal.

## **2.12 SUBSURFACE DRIP IRRIGATION:**

- A. As specified herein and as shown on the drawings and in accordance with manufacturer's recommendations. Provide all miscellaneous valves, filters fittings etc. required for a complete, operable system including the following:
  - 1. Emitters shall be Toro DL 2000 Techline, in-line Teflon impregnated emitter with Netafim Automatic Flush Valves, Toro DL 2000 Air/Vacuum Relief Valves in accordance with "Toro DL-2000 Low-Volume Irrigation Bidding Specifications and Design Details" and as shown on the drawings as required for a complete working system.
- B. Drip Valve Assembly: Size valve box large enough and deep enough to contain assembly and allow convenient access and easy removal of filter screen. Position filter pointed down, approximately 45 degrees.
- C. Pressure regulator: Size regulator in accordance with flow rate. Do not over size. Use factory pre-set regulator at 30 PSI.

## **2.13 BOX FOR ISOLATION VALVE: 10" diameter plastic, Ametek, Brooks, Christy with bolt down lid marked "irrigation," or accepted equal. Avoid locating valve in paved areas. Provide H/20**

Loading concrete box with bolt-down concrete lid if valve is located in paved area. Obtain location approval by Owner's Representative.

#### **2.14 SWING JOINTS**

- A. Bubblers: Use Dura, Lasco or equal pre-assembled swing joints with O-rings.
- B. Quick Coupling Valve: Dura 1-inch 1-A2-1-11-18 pre-assembled swing joint with O-rings and Dura quick lock to receive stabilizing rod.

#### **2.15 Y-STRAINER**

- A. "Y"-Strainer upstream of remote control valves, Brass, 100 mesh.

#### **2.16 RCV IDENTIFICATION TAGS: Plastic Or Brass Tags With Valve Number, Approximately 2" By 2" With Number Imprinted, As Accepted By Owner.**

#### **2.17 BACKFLOW PREVENTION DEVICE**

- A. As required by Code and as shown on Drawings. Verify with Owner if Anti-freeze Jacket is required and provide as required.
- B. Riser assemblies from main line burial depth to backflow preventers shall be Schedule 40 brass pipe.
- C. All metallic pipe and fittings installed below grade shall be painted with two coats of Koppers #50 Bitumastic, or approved equal. Pipes may be wrapped with an approved asphaltic tape in lieu of the liquid-applied coating.

#### **2.18 BACKFLOW PREVENTION DEVICE ENCLOSURE**

- A. "Smooth Touch" enclosure without sharp edges, by Strong Box, available from V.I.T., Escondido, CA (800) 729-1314 or equal. Coordinate size of enclosure with plumbing for minimum clearance and size. Enclosure to include hasp and staple to receive padlock. Padlock N.I.C.

#### **2.19 MISCELLANEOUS INSTALLATION MATERIALS**

- A. Solvent Cement and Primers for Solvent-weld Joints: Make and type approved by manufacturer(s) of pipe and fittings. Maintain cement proper consistency throughout use.
- B. Pipe and Joint Compound: Permatex: Do not use on sprinkler inlet port.

#### **2.20 MISCELLANEOUS EQUIPMENT/ACCESSORIES**

- A. Concrete For Thrust Blocks and Pads: Poured-in-place Class A concrete per Section 90 of the Caltrans Standard Specifications.
- B. Sleeves and Conduits: See Drawings.
- C. Key(s) for Quick-Coupling Valves:
  - 1. Type: Same manufacturer as Quick-Coupling Valve.

#### **2.21 OTHER EQUIPMENT: As shown on Drawings and required for a fully functional irrigation system.**

### **Part 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Sleeves and Conduits: Verify that all installed sleeving and conduits are undisturbed and are free of defects or errors introduced by the work of other sections.

- B. Water Meter/Water Pressure: Test and verify that existing water pressure is the minimum pressure at maximum system g.p.m. to operate the irrigation system as indicated on the drawings.
- C. Stub-outs: Verify that all stub-outs to be provided under another contract are correctly sized, located and installed as noted on Drawings.
- D. Notification: Submit written notification to Owner's Representative within ten (10) working days of above inspections describing all acceptable and non-acceptable site conditions.

### **3.02 CONNECTIONS TO SERVICES**

- A. Provide and coordinate connection to water meter.
- B. Provide and coordinate connection of irrigation controller to electrical power source.

### **3.03 INSTALLATION**

- A. Install irrigation system components in accordance with this Section, with the Drawings, with the manufacturer's recommendations, and with established industry standards. The Contractor shall do nothing that may jeopardize any manufacturer warranty.
- B. Conduits and Sleeves:
  - 1. Coordination: Provide conduits and sleeves and coordinate installation with other trades.
  - 2. Extent: Install conduits and sleeves where control wires and pipes pass under paving or through walls as shown on Drawings. Extend twelve inches (12") beyond edges of paving and walls and cap ends until ready for use.
- C. Excavating and Trenching:
  - 1. Dig trenches wide enough to allow a minimum of three inches (3") between parallel pipe lines. Provide a minimum cover from finish grade as follows:
    - a. 24-inches Deep: Over pipe on pressure side of irrigation control valve, control wires and quick-coupling valves.
- D. Pipeline Assembly:
  - a. General:
    - 1. Install pipe and fittings in accordance with manufacturer's current printed Specifications.
    - 2. Clean all pipes and fittings of dirt, scale and moisture before assembly.
      - a. Solvent-welded Joints for PVC Pipes:
        - 1. Solvents: Use solvents and methods specified by pipe manufacturer.
        - 2. Curing Period: Minimum of one (1) hour before applying any external stress on the piping and at least 24 hours before placing the joint under water pressure.
      - b. Threaded Joints for Plastic Pipes:
        - 1. Use Permatex on all threaded PVC fittings except sprinkler heads and quick coupler valve ACME threads.
        - 2. Joining: Use strap-type friction wrench only. Do not use metal-jawed wrench. Assemble finger tight plus one or two turns.
      - 3. Laying of Pipe:
        - a. Bedding On-grade: Remove from trench all rocks or clods. Bed pipe in at least 2 inches of soil excavated from trench. Backfill on all sides of piping to provide a uniform bearing.
        - b. Snaking: Snake pipe from side to side of trench bottom to allow for expansion and contraction. Minimum allowance for snaking is one (1) additional foot per 100 ft. of pipe.
        - c. Moisture Restrictions: Do not lay PVC pipe when there is water in the trench. Do not assemble PVC pipe unless the pipe is dry.

- E. Remote Control Valves:
  - 1. Install in valve boxes where shown on Drawings and group together where practical. Install box flush with finish grade, not necessarily level. If valve occurs in drainage swale, relocate out of drainage swale as approved by Owner's Representative.
  - 2. Where two or more valves are installed adjacent to each other, provide at least six inches (6") separation. Align boxes in a row, perpendicular with pavement edge.
  - 3. Permanently mark valve box lid with 2" black valve number and controller letter or with numbered metal tag inside box as approved by Owner's Representative.
  - 4. Refer to control wiring for required spare wire in each valve box.
- F. Install "Y"-Strainer upstream of remote control valves at backflow preventer with two pressure gauges, one upstream and one downstream of each strainer/filter.
- G. Bubblers:
  - 1. Coordinate installation with planting contractor to insure timely and proper placement of heads at new planting.
- H. Subsurface Irrigation
  - 1. Install emitters at uniform 18 inches on center and 6 inches deep except where shown otherwise. Adjust spacing on slopes to prevent over watering at base of slopes. Install system in accordance with "Toro DL-2000 Low-Volume Irrigation Bidding Specifications and Design Details" and as shown on the Drawings as required for a complete working system.
  - 2. Provide air/vacuum relief valves at all high points on systems.
  - 3. Provide filter as shown and as recommended by emitters manufacturer.
  - 4. Tape pipe ends during installation and do not allow dirt or debris to enter pipe.
  - 5. Use emitter line with the specified emitter flow rate and emitter spacing. Assemble dripper line to allow water to flow continuously and directly, with no dead ends or dead end loops between control valve and flush valve.
  - 6. Use fittings at sharp bends and do not allow dripper line to kink.
  - 7. Install emitter line around perimeter of planter not more than 3 inches off edge for ground cover and turf, 18 inches maximum for shrub planting.
  - 8. Adjust alternate rows so emitters are spaced in a triangular pattern.
  - 9. Collect water from multiple dripper lines and convey the water to automatic line flush valve.
  - 10. Install flush valve at end(s) of collector laterals so that entire system will flush and be free of dirt and debris.
  - 11. Flush valves shall be open when water is turned on for the first time and after a break in the main or lateral lines. Extend collector lateral as required and locate flush valve at convenient accessible location.
  - 12. Flush the systems weekly through the first month of the maintenance period.
  - 13. Thoroughly saturate soil prior to planting. Provide additional surface watering as required to keep plant root systems moist during planting establishment period.
- I. Automatic Controller:
  - 1. General: Install with lock box cutoff switch per local code and manufacturer's current printed specifications.
  - 2. Connection to Valves: Connect remote control valves to controller in clockwise sequence to correspond with station setting beginning with Stations 1, 2, 3, etc.
  - 3. Labeling: Affix controller letter (i.e., "A") on inside of controller cabinet door with minimum of one-inch (1") high permanent letter.
  - 4. Irrigation Diagram: Affix a non-fading, waterproof copy of irrigation diagram to cabinet door below controller name. Irrigation diagram to be sealed between two plastic sheets, 20

mil. minimum thickness. Use a legible reduced copy of the Record Drawing for the irrigation diagram clearly showing all valves operated by the controller, station, number, valve size, and type of planting irrigated. Color code area operated by each valve.

J. Control Wiring:

1. General: Install control wires in common trenches with sprinkler mains and laterals wherever possible. Lay to the bottom side of pipe line. Provide looped slack at valves. Snake wires in trench to allow for contraction of wires. Tie wires in bundles at 10 ft. intervals.
2. Extra Length: Provide 30 inches (30") extra control wire at each remote control valve splice to facilitate the removal of the remote control bonnet to finish grade without cutting wires.
3. Spare: Install one unconnected spare control wire running from the controller through each intermediate control valve box.
4. Size: Minimum size of wire is to be determined strictly by the manufacturer's current printed specifications for remote control valves, but not smaller than #14.
5. Detection Wire: Install a bare #12 copper wire or greater on top of the PVC supply line for the purpose of possible future mine detection search. Install the control wires on the bottom of the PVC supply line with electrical tape every ten feet (10').
6. Splicing: Crimp control wire splices at remote control valves. Seal with specified splicing materials. In-line splices will be allowed only on runs exceeding 2500 feet and only in junction boxes.

K. Closing of Pipe and Flushing of Lines:

1. Capping: Cap or plug all openings as soon as lines have been installed to prevent entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation.

L. Rain Shutoff Switch:

1. Install switch in area not affected by irrigation or rain shadow. Provide wires in rigid conduit as accepted by Owner's Representative.

M. Detection Wire and Warning Tape:

1. Install a bare # 12 copper wire or greater on top of the PVC supply line for the purpose of possible future mine detection search.
2. Install a continuous PVC irrigation mainline warning tape 12" above the supply line.

N. RCV IDENTIFICATION TAGS: Install in remote control valve box as recommended by manufacturer and as accepted by Owner's Representative.

### 3.04 MISCELLANEOUS EQUIPMENT

- A. Install miscellaneous equipment with concrete footings, brackets, etc., as required and as recommended by manufacturer.

### 3.05 FIELD QUALITY CONTROL

A. Testing of Irrigation System:

1. Make hydrostatic tests with risers capped when welded PVC joints have cured at least 24 hours. Center load piping with backfill to prevent pipe from moving under pressure. Keep all couplings and fittings exposed.
2. Install two (2) pressure gauges at opposite ends of main line system. Pump system up to a minimum of 125 psi the day preceding the scheduled test and verify that pressure is holding. Inspect system early following day and immediately notify Owner's Representative if the test confirmation must be postponed.
3. Apply continuous static water pressure of 125 psi in accordance with Caltrans Standard



Specifications Section 20-5.03H, except after a drop in pressure (5 psi maximum), then the pressure must stabilize and remain stable for a one (1) hour minimum period before acceptance of the test.

4. Leaks detected during tests shall be repaired and test repeated until system passes tests at no additional cost to Owner.

B. Adjustment of the System:

1. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways and buildings. Adjust the arc and radius as applicable.
2. Include as a part of the work any nozzle changes or arc adjustments necessary due to daytime windy conditions during grass establishment period. After grass has been established and watering can be performed during calm early morning or evening hours, make any required adjustments to nozzles and arcs.
3. Set all sprinkler heads perpendicular to finished grades unless otherwise noted on the drawings.
4. When the landscape sprinkler system is completed and before planting, perform a coverage test in the presence of the Owner's Representative to determine if the water coverage for planting areas is adequate.
5. Test controllers individually in the presence of the Owner's Representative and the Landscape Architect. Demonstrate that all control valves operate electronically. Provide vehicles and radio equipment as necessary to expedite this process.
6. Demonstrate to Owner's Representative that irrigation scheduling programmed into controller is adequate for plant requirements without causing runoff, and that scheduling capacities of controller are utilized.

**3.06 IRRIGATION SCHEDULING AND CONTROLLER PROGRAMMING**

- A. Per the requirements of the California Model Water Efficient Landscape Ordinance All irrigation schedules and programs shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health.
- B. Irrigation controller Scheduling and Programming Parameters to be conducted by a CLCA Certified Irrigation manager and submitted to the local agency as part of the Certificate of Completion.
- C. Parameters used to set the automatic controller shall be developed for each of the following:
  1. Plant establishment period
  2. Established landscape period
  3. Temporary irrigated area (if applicable)
- D. Each irrigation schedule shall consider for each station all of the following that apply:
  1. Irrigation interval (days between irrigation)
  2. Irrigation run times (hours or minutes per irrigation event to avoid runoff)
  3. Number of cycle starts required for each irrigation event to avoid runoff
  4. Amount of applied water scheduled to be applied on a monthly basis
  5. Application rate setting
  6. Root depth setting
  7. Plant type setting
  8. Soil type
  9. Slope factor setting
  10. Shade factor setting
  11. Irrigation uniformity or efficiency setting
- E. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance

(MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (CIMIS or soil moisture sensor data).

**3.06 Backfill and Compacting**

- A. General: After system is operating and required tests and reviews have been made, backfill excavations and trenches with clean soil, free of debris.
- B. Backfill for All Trenches: Regardless of the type of pipe covered, compact to minimum 95% density under pavements and 85% under planted areas.
- C. Finishing: Dress off areas to finish grades. Re-dress any areas which subsequently settle.
- D. Owner's testing agency will test backfill compaction in areas under paving.

**3.07 Maintenance**

- A. The entire sprinkler irrigation system shall be under full automatic operation for a period of 2 days prior to any planting.
- B. The Owner's Representative reserves the right to waive or shorten the operation period.
- C. Maintain/repair system for full duration of plant maintenance period.

**3.08 Reviews Prior to Acceptance**

- A. Notify the Owner's Representative in advance for the following reviews, according to the time indicated:
  - 1. Supply line pressure test and control wire installation - 72 hours.
  - 2. Coverage and controller test - 72 hours.
  - 3. Final review - 7 days.
- B. No reviews will commence without record drawings, without completing previously noted corrections, or without preparing the system for review.

**3.09 FINAL REVIEW AND CLEANUP, PER SECTION 01 74 00.**

- A. Operate each system in its entirety for the Owner's Representative at time of final review. Any items deemed not acceptable by the Owner's Representative shall be reworked to the complete satisfaction of the Owner's Representative.
- B. Provide evidence to the Owner's Representative that the Owner has received all accessories and equipment as required before final review can occur.
- C. Final acceptance and start of warranty period will occur no earlier than the end of the plant maintenance period.
- D. For time of final review, Contractor shall arrange a meeting with the Owner's maintenance personnel to demonstrate the operation of the irrigation systems automatically in order to verify acceptance and to familiarize the maintenance personnel with the system and recommended programming.

**End of Section**

## SECTION 32 9300

### PLANTING

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. Furnish labor, material and equipment for the installation of the planting work and the maintenance complete in place as shown on the drawings and as specified.

##### 1.02 RELATED SECTIONS

- A. Qualifications:
1. Experience: Assign a full-time employee to the job as foreman for the duration of the Contract with a thorough understanding of standard industry landscape practices and a minimum of four (4) years of experience in landscape installation and maintenance supervision, with experience or training in entomology, pest control, soils, fertilizers and plant identification.
  2. Labor Force: Provide a landscape installation and maintenance force thoroughly familiar with, and trained in, the work to be accomplished to perform the task in a competent, efficient manner acceptable to the District
- B. Requirements:
1. Supervision: Provide direct supervision of the work force at all times by a foreman. Foreman to be present during the entire installation. Notify District of all changes in supervision.
  2. All vegetation and lighting shall be installed and maintained in accordance with recommended CPTED Guidelines.
  3. Identification: Provide proper identification at all times for landscape firm's vehicles and a labor force uniformly dressed in a manner satisfactory to District.
- C. Reference Standards:
1. Manufacturer's recommendations.
  2. Nomenclature: "Western Garden Book," Sunset Publishing Co., Menlo Park, CA, 2001 edition or current edition.
  3. Plant Material Standards: American Standards for Nursery Stock," American Association of Nurseryman, 230 Southern Building, Washington, D.C. 20005, 1996 or current edition.
  4. Staking and guying procedures: "Staking Landscape Trees," University of California Extension, Publication #2576 or current publication.
  5. Pruning procedures: "Tree Pruning Guidelines," International Society of Arboriculture, Savoy, IL, 1995 or current edition, conforming to ANSI-A300-1995 tree pruning specifications and guidelines.
  6. California Department of Transportation (CalTrans), Standard Specifications, 1992 Edition or current edition. Where referenced herein.
- D. Plant Material Standards:
1. Quality and Size of Plants: Conform to the State of California Grading Code of Nursery Stock, No. 1 grade. Use only nursery-grown stock that is free from insect pests and diseases. Any required clearances shall be obtained prior to shipment of plant material. Comply with Federal and State laws requiring inspection for plant diseases and infestations. Submit inspection certificates required by law with each shipment of plants, and deliver certificates to the District. Obtain clearance from the County Agricultural Commissioner as required by law, before planting plants delivered from outside the County in which planted.

- E. Testing: Performed by approved testing agency: Soil and Plant Laboratory, Inc. Submit test results, analysis and recommendations for site soil, import soil, fertilizer, and organic amendment together, as a package.

**1.04 SUBMITTALS: SUBMIT TWO WEEKS AFTER AWARD OF CONTRACT OR AS NOTED.**

- A. Procedures: In accordance with Section 013300.
- B. Product Data: Supply product data for all proprietary products specified herein. Submit manufacturer's current catalog cuts and specifications for the following:
  - 1. Fertilizers
  - 2. Herbicide
  - 3. Tree Tie and Stake - For 24" box and smaller trees
  - 4. Tree Guying (with Duckbill) - For 24" box or larger trees
  - 5. Root Guard
  - 6. Iron Sulfate
  - 7. Filter Fabric
  - 8. Perforated Drain Pipe
  - 9. Header Board
  - 10. Weed Cloth
- C. Materials Data: Submit complete materials list of plants, soils, amendments, fertilizers and non-proprietary items to be provided under this Section, including source/supplier, size, and quantity.
- D. Samples:
  - 1. Soil Amendment: Submit 1-pint sample.
  - 2. Import topsoil: Submit 1-quart sample to the Landscape Architect two weeks before starting the contemplated hauling of soil.
  - 3. Plants: Submit typical sample of each variety to site for approval by Landscape Architect.
  - 4. Organic Mulch: Submit 1-pint sample.
  - 5. Permeable Backfill (Filter Rock): If required.
- E. Certificates of Compliance for the following:
  - 1. Soil amendment, chemical and physical properties. Do not deliver amendment to the site without prior approval of submittals by Landscape Architect.
  - 2. Quantity of soil amendment delivered to site and incorporated into soil preparation.
  - 3. Import soil, chemical and physical properties.
- F. Plants: Submit documentation to the Landscape Architect within 60 days of proposed installation that all plants listed on the plans have been ordered. Substitution of size or species due to unavailability must be requested in writing within 60 days of proposed installation.
- G. Topsoil Analysis: After approval of rough grading and topsoil placement, obtain three representative samples of topsoil taken from approved site locations and submit to approved testing agency for "agricultural suitability" analysis report, including evaluation of physical and chemical properties of soil and recommendations for adding amendment and fertilizers to the soil. Request testing agency to send one copy of test results directly to the Landscape Architect and one copy to the District. Upon approval of the Laboratory's report by the Landscape Architect, the report recommendations become a part of the Specifications. Adjust the quantities of soil amendment, fertilizer and other additives to conform to the report.
- H. Remediation of planting areas proposed for current built or paved areas: Three representative samples from area shall be taken and kept separate from the other required samples, to allow analysis and recommendations to counteract possible lime treatment. Submit detailed schedule of planting material delivery and staging dates. Request testing agency to send one copy of test

results directly to the Landscape Architect and one copy to the District. Upon approval of the Laboratory's report by the Landscape Architect, the report recommendations become a part of the Specifications. Adjust the quantities of soil amendment, fertilizer and other additives to conform to the report.

#### **1.5 PROJECT SITE CONDITIONS**

- A. Site Visit: At beginning of work, visit and walk the site with the District's Representative to clarify scope of work and understand existing project site conditions. Identify location of utilities and other improvements. Notify Landscape Architect of conflicts prior to start of work for resolution.

#### **1.6 DELIVERY, STORAGE AND HANDLING**

- A. Deliver, store, and protect products under provisions of Section 016100 and as specified below.
- B. Materials Delivery and Storage: Deliver manufactured materials in original containers with brand and maker's name marked thereon. Materials in broken containers or showing evidence of damage will be rejected and must be immediately removed from the site. Odorous materials shall not be brought to the site until they are to be used. Deliver quantities necessary to complete the work shown on the Drawings. Any discrepancy in the quantities given on the plans shall not entitle Contractor to additional remuneration.
- C. Deliver Bulk materials to the job site and store to deter mixing with other bulk materials, saturation by rainwater, contamination and/or contact with other deleterious substances or materials.
- D. Plants: Maintain plant material in healthy growing condition at all times. Protect plants from sun and drying winds. Keep plants that cannot be installed immediately in the shade, watered and protected. Landscape Architect reserves the right to reject plants that decline in quality after delivery to site.

#### **1.07 SUBSTITUTIONS**

- A. Substitutions as follows:
  - 1. If proof is submitted to the Landscape Architect that any plant specified is not obtainable, a proposal will be considered for use of nearest equivalent size or variety with an equitable adjustment of Contract Price.
  - 2. Substantiate and submit proof in writing to the Landscape Architect within 10 days after the effective date of Notice to Proceed.

#### **1.08 WARRANTIES AND REPLACEMENT**

- A. Provide written guarantee, on Contractor's letterhead of the following:
  - 1. Plant material and installation: Warrant that all installed plant material will be vigorous, healthy, free of dead or dying branches and branch tips, bearing foliage of normal density and color, and will comply with these Specifications for a period of one year from date of final acceptance.
  - 2. Replacements: Without cost to District, in a timely manner and as directed by the Landscape Architect, replace all plants not meeting the requirements above during and at the end of the Warranty Period. Replace plants that are identified, within one year, as not being true to name as specified or accepted substitution, with the specified plant. Match replacement plants with specimens of the same species in size, and comply with all requirements of this Specification.

## **PART 2 PRODUCTS**

### **2.01 PLANTS**

- A. Plant nursery grown specimens of the variety, quantity and size. Leave on supplying nursery's labels listing genus, species and variety and do not remove until 10 days before end of maintenance period. The total quantity tabulated is considered approximate and furnished for convenience only.
- B. Install healthy, vigorous, shapely, well branched plants, densely foliated when in leaf, well rooted with no evidence of having been root bound, restricted or deformed, with a structure typical of the species or variety, properly pruned, free of disease, insect pests, eggs or larvae, and free from physical damage or adverse conditions that would prevent thriving growth.
- C. Trees to have sufficient trunk taper and strength so as to remain upright without nursery staking support. Select straight trunks with the central leader intact, undamaged and uncut with all old abrasions and cuts completely callused over. Tree cultivars shall be guaranteed by the nursery to be free of any graft incompatibility defects. Primary lateral scaffold branches shall be no closer than 6 vertical inches apart and radially distributed around the trunk, free of included bark and excessively narrow angles of attachment. All primary lateral scaffold branches shall be established 6.5 feet above the soil grade unless specified as multi - trunk form. No more than 25% of the branches shall have been removed from the tree in the previous six months.
- D. Roots to be healthy and extend to the bottoms and sides of the container with no signs of restriction due to kinked, circular or distorted growth or deformed or circling roots at the liner stage. Rooting to be extensive enough to hold the rootball together during planting, but not so dense as to discourage root establishment into surrounding soils.
- E. Take precautions to ensure that the plants will arrive at the site in proper condition for successful growth. Protect plants in transit from windburn and sunburn. Deliver plants with root balls moist and showing no indication of drought stress. Protect and maintain plants on site by proper storage and watering.
- F. Do not prune plants before delivery.
- G. All plants to be inspected by the Landscape Architect. The District reserves the right to reject any or all plants due to health or structural defects and to inspect plant material prior to shipment after receiving order confirmation from supplying nursery. Notify Landscape Architect 10 days in advance of all required inspections and delivery to site. In case the sample plants reviewed are found to be defective, the Landscape Architect reserves the right to reject the entire lot(s) of plants represented by the defective sample. Remove unsuitable plants and immediately dispose of off the site.

### **2.02 FERTILIZERS**

- A. Commercial fertilizer, pelleted or granular form, conform to the requirements of Chapter 7, Article 2, of the Agricultural Code of the State of California for fertilizing materials as follows:
  - Type A: 6% Nitrogen, 20% Phosphorus Acid and 20% Potash, (6-20-20).
  - Type B: 21 gram planting tablets 20% Nitrogen, 10% Phosphoric Acid and 5% Potash (20-10-5) available from Agriform.
  - Type C: Complete fertilizer 21% Nitrogen, 7% Phosphoric Acid and 14% Potash (21-7-14).
- B. Maintenance Fertilizer: Type C

- C. Sod Fertilizer: Provided by grower.

**2.03 SOIL AMENDMENT:**

- A. Shredded redwood sawdust or shredded fir and/or pine bark with the following properties:

Percent Passing Sieve Designation

100	9.51 mm	3/8"
95-100	6.35 mm	1/4"
80-100	4.76 mm	No. 4
60-100	2.38 mm	No. 8 8 mesh
20-70	1.00 mm	No. 18 16 mesh
0-30	500-micron	No. 35 32 mesh

Redwood Sawdust

1. Dry bulk density: 270-370 lbs. per cu. yd.
2. Nitrogen content - dry weight basis, 0.8% minimum to 1.2% maximum

Fir and/or Pine Sawdust

1. Dry bulk density: 450-580 lbs. per cu. yd.
2. Nitrogen content - dry weight basis, 0.5% minimum

- B. Salinity (ECe): 4.0 maximum
- C. Organic Content: 90% minimum
- D. Reaction (pH): 4.0 minimum
- E. Submit sample to the Landscape Architect within two weeks after award of Contract with Laboratory organic amendment analysis report to include above information and iron content. Do not deliver amendment to the site without prior approval of submittals by Landscape Architect.

**2.04 IRON SULFATE: DRY FORM.**

**2.05 PLANT BACKFILL: USE A MIXTURE OF 2 PARTS SOIL FROM THE HOLE, AND 1 PART AMENDMENT WITH IRON ADDED AT THE FOLLOWING RATES:**

1 gallon can plants	-	iron, 1/4 cup
5 gallon can plants	-	iron, 1/3 cup
15 gallon can plants	-	iron, 1/2 cup
24" box and larger	-	iron, 1 cup

Mix the iron, amendment and soil thoroughly.

**2.06 SOIL SULFUR - AS REQUIRED BY SOILS ANALYSIS.**

**2.07 MULCH**

- A. Organic Mulch - Recycled mulch from WM Earthcare Mulch, color: Muir Woods Brown. 100% clean recycled ground wood mulch of uniform enhanced color, free from weeds, seeds, sawdust and shall not contain eucalyptus, resin, tannin, salts or other compounds detrimental to plant life. Available thru Waste Management, 510.613.8771.
- B. Submit samples of organic mulch to the Landscape Architect for approval within two weeks of award of Contract. Resubmit until acceptable to Owner, at no extra cost.

**2.09 TREE SUPPORT POLES: PEELED, LODGE POLE PINE LOGS, CLEAN, SMOOTH, NEW, AND SIZED AS FOLLOWS:**

- A. Two-inch (2") diameter by eight feet (8') long for trees less than 8' high and 1" caliper.
- B. Three-inch (3") diameter by eight feet (8') long for trees greater than 8' high and 1" caliper.
- C. Bamboo Support Poles. For use when the tree caliper is small and the tree's central leader does not have stability to stay erect on its own without a nursery stake. Typically, the nursery stake abrades the trunk and is so stiff that the trunk does not move and develop its own rigidity. In order to stabilize the trunk so that it is stable but not rigid the contractor is to add a bamboo stake secured to the trunk with flexible nursery tape that extends from the top flex point of the tree to 2" above the top of the root ball. The bamboo stake will assist in holding the trunk up if it is weak and allows for movement of the trunk in the wind which releases hormones that cause the formation of reaction wood, which is what thickens the trunk. The nursery stakes shall be removed and replaced with the bamboo stakes during installation and be removed at the end of maintenance period if the tree trunk can stand on its own.

**2.10 TIES**

- A. Flexible strap, 24-inch minimum length without sharp edges adjacent to trunk, V.I.T. (contact phone no.) cinch-tie, or approved equal.

**2.11 TREE GUYING:**

- A. For trees up to 3" caliper, 1/16" galvanized steel cable, with rubber tree collar, 12" minimum long, and secured with cable clamp, and attached to anchor for below-grade location, Duckbill Model 40 DTS, or approved equal. For trees 3" to 6" caliper, 1/8" galvanized steel cable with rubber tree collar, 21" minimum long, and secured with cable clamp, 3" take-up eye to eye turnbuckle, and attached to anchor for below-grade location, Duckbill Model 68 DTS, or approved equal.
- B. Each guy wire shall be installed with 1" PVC pipe, 4' long sleeve, as warning device.

**2.12 ROOT GUARD**

- A. UBP 24-2 for use along curbs as manufactured by Deep Root Corporation (800/898-0563), or approved equal.

**2.13 PLANTING SOIL (TOPSOIL):**

- A. Planting soil is defined as on-site surface soil or import topsoil as required to complete the project. Satisfactory planting soil shall be free of subsoil, heavy or stiff clay, lumps, stones, and other objects over 4" in diameter, and without weeds, roots, and other objectionable material.

**2.14 IMPORTED TOPSOIL:**

- A. Import topsoil in all areas that were originally paved or with poor soils and as needed to complete the job with the following properties:
  - 1. Fertile, friable, natural, productive, even textured soil containing a normal amount of humus, capable of sustaining healthy plant life, free of subsoil, heavy or stiff clay, rocks, gravel, brush, roots, weeds, noxious seeds, sticks, trash or other harmful substances, with no nematodes or other noxious animal life or toxic substances. Obtain soil from well-drained, arable land, where no noxious weeds such as Morning Glory, Sorrel, or Bermuda Grass are growing. "Sandy Loam" or "Loam" as classified in accordance with USDA Standards.
  - 2. Imported planting soil pH value to be between 6.0 and 7.5 with boron concentration of the saturation extract of less than 1 ppm, salinity of the saturation extract at 25 degrees C. of



- less than 4.0 millimoles, and a sodium absorption rate (SAR) of less than 8.
- 3. Silt and clay content of imported planting soil is not to exceed that of the existing soil it is to be placed over.
- 4. Do not deliver topsoil to the site until Landscape Architect has reviewed and approved soils report and/or prior to approval of submittals by Landscape Architect.

**B. Quality Control**

- 1. Make the site of the source of supply of planting soil available to the Landscape Architect for observation and approval prior to any hauling or placing of soil.
- 2. Submit a soil analysis report by approved testing agency showing chemical analysis stating source, fertility, agricultural suitability and particle size distribution of the soil. Include testing agency's recommendations for amending the soil.
- 3. Following approval of the sample, provide a one-half cubic yard sample, which shall be stored at the site of work for comparison with subsequent loads of soil. The comparison sample will be stored with the Landscape Architect until the furnishing of all soil has been completed and accepted.
- 4. No topsoil shall be delivered to the site until Landscape Architect has reviewed and approved soils report and submittals.

**2.15 PRE-EMERGENCE WEED KILLER**

- A. Clean non-staining as recommended by a licensed pest control specialist and as approved by District Representative in compliance with the District's Integrated Pest Management Policy.

**2.16 FILTER FABRIC**

- A. Polyester non-woven filter fabric with uniform fiber distribution by "Terra Bond" #1115, "Mirafi, Inc." #140NS, or approved equal.

**2.17 PERFORATED DRAIN PIPE**

- A. PVC Smooth Wall Perforated Drain Pipe: Size as noted on the drawings and manufactured to meet CalTrans Standard Specification Section 68 and AASHTO M278, or approved equal.

**2.18 PERMEABLE BACKFILL (FILTER ROCK)**

- A. Permeable backfill used in subsurface drain installations to be Class 2 permeable material in conformance with Section 68 "Subsurface Drains" of the Standard Specifications.

**2.19 WEED CLOTH**

- A. GCi 500 Series Landscaper's Choice Woven Landscape Fabric or accepted equal.

**PART 3 EXECUTION**

**3.01 FIELD QUALITY CONTROL**

- A. Progress observations: In addition to the installation observations specified below, the Landscape Architect may make periodic progress observations.
- B. Installation observations: Request at least 4 working days in advance:
  - 1. Observation of finish grading.
  - 2. Observation of plant material upon delivery to site.
  - 3. Observation of layout and placement of plant material at time of planting.
  - 4. Observation of any planting drainage issues, as identified by Contractor.
- C. Maintenance Observations: For the purpose of establishing the start of Maintenance Period and

observing completion of the Work of this Section through Final Acceptance. Request at least 7 working days in advance:

1. Observation for Maintenance Period commencement.
2. Observation for Final Acceptance.

### **3.02 ORDERING, REVIEW AND ACCEPTANCE OF PLANT MATERIAL**

- A. Ordering: 60 days before start of planting work, submit written certification to Landscape Architect of the quantity, species and source of plant material ordered.
- B. Upon plant delivery, arrange material so that canopies or branch tips are not touching so that Landscape Architect can review plant material at project site.
- C. Do not install material that has not been reviewed and accepted by Landscape Architect.
- D. Arrange and pay for permits and inspections required for delivery of plant material.

### **3.03 FINE GRADING AND SOIL PREPARATION**

- A. Planting Soil Placement: For Silva Cell soil and placement see Specification Sections 329450 and 329456.
  1. Inspect planting areas and remove all asphalt, concrete, base rock and other foreign material. Spread type A Fertilizer (6-20-20) over all subgrade areas at the rate of 15 pounds per 1,000 square feet prior to ripping. Rip in two directions all planting areas full depth of compacted fill (to a minimum of 12 inches) into undisturbed native soil prior to backfilling. Scarification of any planting area that cannot be accomplished with a tractor shall be accomplished by an alternative method approved by the Landscape Architect to the specified depth to ensure proper drainage. Uniformly distribute and spread planting soil backfill in planting areas in layers not to exceed 12" and compact to a maximum of 85% relative compaction.
  2. When the planting soil differs in clay and silt content from the subsoil it is to be placed upon, install a 4-inch thick lift of planting soil on the subgrade and rototill into the subgrade 6 inches deep before installing the remaining required planting soil.
  3. Do not work planting soil in a wet or muddy condition or dump or spread in areas where subgrade is not in proper condition.
  4. Water settling, puddling, and jetting of fill and backfill materials, as a compaction method is not acceptable.
  5. Maintain moisture content of materials during compaction operations within required moisture range to obtain indicated compaction density.
  6. Provide a minimum of 12 to 18 inches depth in planting areas as shown on drawings and as outlined in the specifications. Where soil is to be replaced by plants and organic amendments, make allowance so that when finish grading has begun, there will be no deficiency in the specified depth of prepared beds.
- B. Before proceeding with the work: Carefully inspect all areas and verify all dimensions and quantities. Immediately inform the Landscape Architect of any discrepancy between the Drawings and Specifications and actual conditions and secure approval to proceed.
- C. Planting operations shall be performed only during periods when beneficial results can be obtained. When excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped until conditions are satisfactory.
- D. Thoroughly wet down the planting areas and confirm irrigation coverage and operation. Allow soil to dry so as to be workable.
- E. Drag to a smooth, even surface. Grade to form all swales, pitch to catch basins, streets, curb, etc., to ensure uniform surface drainage. Areas requiring grading include adjacent transition

areas that shall be uniformly level or sloped between finish elevations. Provide surface drainage of planted area. Correct drainage conditions that may be detrimental to the growth of plant material or which will result in excessive retention of water in tree pits. Minimum slope in landscape areas shall be two percent (2%) or as shown on drawings. Slope away from buildings.

- F. Hold finish grade and/or mulch surface in planting areas 1/2-inch below adjacent pavement surfaces, tops of curbs, manholes, etc.
- G. Spread soil amendment, fertilizers and other additives evenly over installed and rough graded topsoil in all planting areas including ground cover and shrub areas at the rates specified in the soils analysis report. For bid basis, use the following rates:
  - 1. Soil Amendment: 6 cubic yards per 1,000 square feet.
  - 2. Fertilizer: Type A (6-20-20) at 20 lbs. per 1,000 square feet.
  - 3. Iron Sulfate: 10 lbs. per 1,000 square feet.
  - 4. Soil Sulfur: 25 lbs per 1,000 square feet. Rototill above additives into soil 6 to 8 inches deep. Keep iron sulfate off pavement and other surfaces to prevent rust staining. Correct all rust damage to work.
- H. After the rototill work, float areas to a smooth, uniform grade as indicated on the drawings. Slope all planting areas to drain. Roll, scarify, rake and level as necessary to obtain true, even planting surfaces. Remove rocks, sticks and debris 2 inches or larger in size in shrub and ground cover areas. Secure approval of the grade by the Landscape Architect before any planting.
- I. Scarify all planting areas that become compacted prior to planting.
- J. For areas to receive sod, apply sufficient water to completely moisten the area to a depth of 12 inches after amendments are worked into the soil. Leave areas undisturbed for a period of not less than twenty (20) days. Water as frequently as necessary to keep areas moist during the twenty-day period.

Weed the area after the twenty-day period has expired and the soil has dried sufficiently to permit work without excessive compaction. Restore surface to finish grade. Chemical weed control will be permitted in compliance with the District's Integrated Pest Management Policy.

Following completion of amendment incorporation, the District reserves the right to retest the amended topsoil to test for compliance with specifications by the approved soils test. If retesting is to be done, three representative samples shall be taken in areas approved by the Landscape Architect. Send samples to the approved soils testing agency for analysis at the District's expense. Additional amendments will be supplied and incorporated by Contractor (at no additional cost to the Contract) as noted in test results. All subsequent testing for soil preparation non-compliance to be at Contractor's expense.

### **3.04 HANDLING OF PLANTS**

- A. General: Prevent damage to plant material. Lift and handle plants only from bottom of rootball.
- B. Access: Inspect Project site and become familiar with the accessing requirements and restrictions. At time of submitting bid, provide written notice of any conditions that would prevent installation of the specified plant material.

### **3.05 TREE AND SHRUB PLANTING**

- A. Do not plant material that has not been reviewed by Landscape Architect upon delivery to the project site, or that has been rejected for any reason. Do not plant under unfavorable weather

conditions.

- B. Landscape Architect will review, for conformance to design intent, locations of all plants in the field prior to planting. Notify Landscape Architect and schedule layout review sufficiently in advance of planting to allow for review and adjustment without disrupting construction schedule. Stake layout of trees in field before installing irrigation. Mark tree and shrub locations on site using stakes, gypsum or similar approved means and secure location approval by the Landscape Architect before plant holes are dug. Adjust as necessary prior to planting. Landscape Architect reserves the right to make minor adjustments in the layout of all plant material; adjust irrigation system as necessary.
- C. Excavate container grown tree, shrub and vine pits as follows. If rocks, underground construction work, tree roots or other unknown obstructions are encountered in the excavation of plant holes; Landscape Architect may select alternate locations. Report all such conditions and cost estimate for removing the obstructions to a depth of not less than 6 inches below the required hole depth. Obtain Landscape Architect's instructions prior to proceeding with the work affected.

<u>Excavation for</u>	<u>Width</u>	<u>Depth</u>
Boxed Trees	Box + 24"	Box + 12"
Canned Trees (15 gc)	Can + 18"	Can + 12"
Canned Shrubs (1 or 5 gc)	Can + 12"	Can + 12"

- D. Break and loosen the sides and bottom of the pit to ensure root penetration. Prior to planting all specified plants, 'test drain' representative sample planting areas. Fill holes with water; any retention of water in the plant pits for more than 24 hours shall be brought to the attention of the Landscape Architect before planting proceeds. Report failure of drainage test in writing to Landscape Architect for all areas not draining, and all soil conditions considered detrimental to growth of plant material. State condition, and proposal and cost estimate for correcting the condition. Obtain Landscape Architect's instructions prior to proceeding with work affected. Repeat drainage testing and correction of conditions until tests are passed. Failure to perform drainage tests, or to notify Landscape Architect in writing of conditions specified above, renders Contractor responsible for all plant failure that occurs as a result of inadequate drainage or detrimental soil conditions, as determined by Landscape Architect.
- E. Backfill plant holes with mix as specified, free from rocks, clods or lumpy material. Backfill native soil free of soil amendments under rootball and foot tamp to prevent settlement. Backfill remaining one-half of the hole with soil mix and place plant tablets (Type B fertilizer) 3 inches below surface of rootball and 1/2-inch from roots at the following rates:

1 gallon can plant - 1 tablet  
5 gallon can plant - 3 tablets  
15 gallon can plant - 6 tablets  
24-inch box plant - 6 tablets  
36-inch box plant - 8 tablets

- F. Carefully remove and set plants without damaging the rootball. Do not install plants with damaged rootballs. If root bound gently tease out circling roots by hand as required. Cutting or scoring of rootballs to be done only if species is known to be tolerant of such treatment. Superficially cut tolerant plants' edge roots vertically on three sides using a knife. If trees are root bound, gently roughen sides of rootball to depth of 1 to 2 inches to loosen and spread encircling roots. Cut roots that are too stiff to untangle. Remove bottom of plant boxes before planting. Remove can or sides of boxes and nursery stakes after positioning the plant and

partially backfilling.

- G. Set plants in backfill with top of the rootball 2 inches above finished grade. Backfill remainder of hole and soak thoroughly by jetting with a hose and pipe section. Water backfill until saturated the full depth of the hole. Thoroughly water all plants immediately after planting, eliminating air pockets. Prevent erosion.
- H. Build 6" high watering basin berms around trees and shrubs to drain through rootball.
- I. Stake and/or guy trees as detailed. Drive stake until solid and remove excess stake protruding above top tree tie to prevent rubbing against branches. Allow 1 to 3 inches sway in trunk or branches; do not pull tight. If caliper is small and cannot support its central leader, install bamboo stake in place of nursery stake as noted.
- J. Install weed cloth per details and mulch watering basins with organic mulch to 2-inch depth and thoroughly water.

### **3.06 GROUND COVER PLANTING**

- A. Plant in neat, straight, parallel and staggered rows as indicated on plan. Plant first row one-half required ground cover spacing behind adjacent curbs, structures, or other plant bed limits. Plant ground cover to edge of water basins of adjacent trees and shrubs.

### **3.07 MULCH:**

- A. Mulch all shrub and ground cover areas with organic mulch to a 3-inch depth. Do not pile mulch around crowns of plants. Keep root crown free of mulch.

### **3.08 WATERING:**

- A. Water all trees, shrubs and ground cover immediately after planting. Apply water to all plants as often and in sufficient amount as conditions may require to keep the plants in a healthy vigorous growing condition until completion of the Contract. Do supplemental hand watering of trees and shrubs during the first 3 weeks of plant establishment as necessary.

### **3.09 MAINTENANCE OF PLANTING**

- A. Maintain plants from time of delivery to site until final acceptance of landscape installation.

### **3.10 PRE-MAINTENANCE PERIOD REVIEW AND APPROVAL OF PLANTING**

- A. Receive approval of the installed planting prior to commencement of planting establishment maintenance period. Notify the Landscape Architect a minimum of seven (7) days prior to requested review. Before the review, complete the following:
  - 1. Complete all construction work.
  - 2. Present all planted areas neat and clean with all weeds removed and all plants installed and appearing healthy.
  - 3. Plumb all tree stakes.
  - 4. No partial approvals will be given.
  - 5. Settlement: Reset plants that shift or settle before end of maintenance period. Crowns of trees shall be at the following minimum height above surrounding finish grade at end of maintenance period: 36 inch box and smaller - 2 inches.

### **3.11 PLANTING ESTABLISHMENT MAINTENANCE**

- A. General Requirements:
  - 1. The planting establishment maintenance period required shall be 120 calendar days after

all planting is complete, and installation approved. A longer period may be required if the plant material is not acceptably maintained during the maintenance period. The maintenance period may be suspended at any time upon written notice to the Contractor that the landscaping is not being acceptably maintained, and the day count suspended until the landscape is brought up to acceptable standards as determined by the Landscape Architect.

2. Planting establishment maintenance immediately follows, coincides with, and is continuous with the planting operations, and continues through installation, and after all planting is complete and accepted, or longer where necessary to establish acceptable stands of thriving plants.
3. Protect all areas against damage, including erosion and trespass, and provide proper safeguards. Maintain and keep all temporary barriers erected to prevent trespass.
4. Keep all walks and paved areas clean. Keep the site clear of debris resulting from landscape work or maintenance.
5. Repair all damaged planted areas, and replace plants immediately upon discovery of damage or loss.
6. Check sprinkler systems at each watering; adjust coverage and clean heads immediately. Adjust timing of sprinkler controller to prevent flooding.
7. Maintain adequate moisture depth in soil to ensure vigorous growth. Check rootball of trees and shrubs independent of surrounding soils and hand water as required.
8. Keep Contract areas free from weeds by cultivating, hoeing or hand pulling. Use of chemical weed killers will not relieve the Contractor of the responsibility of keeping areas free of weeds over 1-inch high at all times.

B. Tree, Shrub and Ground Cover Maintenance:

1. Maintain during the entire establishment period by regular watering, cultivating, weeding, repair of stakes and ties, and spraying for insect pests. Prune when requested by the Landscape Architect.
2. Keep watering basins in good condition and weed-free at all times.
3. Replace all damaged, unhealthy or dead trees, shrubs, vines and ground covers with new stock immediately, size as indicated on the drawings.

C. Fertilizing:

1. Upon approval and after submitting fertilizer delivery tags, fertilize all ground cover areas by broad-casting Type C (21-7-14) fertilizer at the rate of 5 lbs. per 1,000 square feet evenly throughout, and reapply every forty-five (45) days until acceptable or as appropriate to prevailing climatic conditions and type of plant.
2. Apply ammonium sulfate fertilizer as necessary to maintain vigorous plantings between fertilizings mentioned above.

### **3.12 FINAL PLANTING REVIEW AND ACCEPTANCE**

- A. At the conclusion of the planting establishment period, schedule a final review. On such date, all project improvements and all corrective work shall have been completed. If all project improvements and corrective work are not completed, continue the planting establishment, at no additional cost to the District, until all work has been completed. This condition will be waived by the District under such circumstances wherein the District has granted an extension of time to permit the completion of a particular portion of the work beyond the time of completion set forth in the Agreement.
- B. Submit written notice requesting review at least 10 days before the anticipated review.
- C. Prior to review, weed and rake all planted areas, repair plant basins, plumb tree stakes and guys, remove bamboo tree stakes if acceptable, clear the site of all debris and present in a neat,

orderly manner.

**END OF SECTION**

## **SECTION 33 4000**

### **SITE DRAINAGE**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

##### **1.02 SUMMARY**

- A. This Section includes the following:
  - 1. Locate and verify invert elevations of all existing pipes at proposed points of connections.
  - 2. Provide and install storm and roof drain pipe and appurtenances.
  - 3. Provide and install storm and roof drain system structures, including clean-outs, drainage inlets, area drains, etc.
- B. Related Sections include the following:
  - 1. Trenching, Backfilling and Compaction - Section 31 2316.

##### **1.03 SUBMITTALS**

- A. In accordance with Section 01 3300, Submittal Requirements:
  - 1. Submit choice of storm drain and roof drain pipe, trench drain, cleanouts, drainage structures, and drainage grates to Engineer for review prior to ordering.

##### **1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Storm drain and roof drain pipe shall be delivered, handled, and stored in a way that prevents damage to the pipe and prevents entry of foreign materials into the pipe.
- B. Storm drain, roof drain, and trench drain structures shall be delivered, handled, and stored in a



way that prevents damage to the structures.

- C. Installed pipes, precast structures, and cast-in-place structures shall be protected from damage during construction.
- D. Regardless of cause, damaged pipe and structures shall be replaced with new products at the expense of the Contractor.

## **1.05 GRADE AND ALIGNMENT CONTROL**

### **A. General**

- 1. Use necessary installation procedures to ensure the pipes are installed at the location and grade staked in the field.

### **B. Method**

- 1. One of the following methods shall be utilized to control grade and alignment:
  - a. Batter boards set at 25' intervals with a string line set over at least three batter boards.
  - b. Electronic "Laser" beam set at structure locations or grade breaks. At least three grade points shall be checked to verify the set grade.
  - c. Survey instrument set at structure to site between structures at the set grade.

### **C. Equipment**

- 1. The Contractor shall furnish all equipment necessary to install and inspect the pipe installation. Grade rod shall be held to a minimum in all cases.

## **PART 2 PRODUCTS**

### **2.01 STORM DRAIN AND ROOF DRAIN PIPE**

- A. Storm and roof drain 4" diameter to 8" diameter shall be Polyvinyl Chloride Pipe (PVC), SDR 35, Series 46, with water tight, gasketed joints, or approved equal.
- B. Storm drain 10" diameter and larger shall be Polyvinyl Chloride Pipe (PVC), SDR 35, Series 46, with water tight, gasketed joints, or HDPE, Type S, with smooth interior wall and water tight joints, or approved equal.
- C. Roof drain 3" diameter and smaller shall be Polyvinyl Chloride Pipe (PVC), SCH 40, with water

tight, solvent weld joints, or approved equal.

## **2.02 DRAINAGE STRUCTURES**

- A. Drainage inlets (SDDI) noted on the plan as "1212" or "1818" shall be as manufactured by Oldcastle Infrastructure, or approved equal, and shall be of the model/size indicated on the plans. Grates shall be heavy duty in hard surfaced areas with ½" maximum opening bolt down grates, and standard duty in planting areas, with bolt down grates.
- B. Drainage inlets (SDDI) noted on the plan as "P6" or "P8" shall be as manufactured by Dura-Drain or approved equal, and shall be of the model/size indicated on the plans. Grates shall be standard duty, with bolt down grates.
- C. Catch basins (SDCB) noted on the Drawings shall be as manufactured by Old Castle Infrastructure, or approved equal, and shall be of the model/size indicated on the Drawings.
- D. Clean-outs as shown on the drawing details.
- E. Paving notches shall be installed where indicated on the Drawings.

## **PART 3 EXECUTION**

### **3.01 VERIFY EXISTING CONDITIONS**

- A. The exact location and depth of the existing storm drains is unknown and is shown based on the best information available.
- B. Prior to ordering of any materials, Contractor shall pot hole in the vicinity of each connection point to verify the exact location (horizontal and vertical) and size of the existing storm drain. This information shall be presented in the form of a field sketch through the RFI process for review and confirmation by the Engineer that the existing line and proposed design is adequate to serve the project.

### **3.02 STORM DRAIN PIPE**

- A. Trenching shall be as indicated in Section 31 2316, Trenching, Backfilling and Compaction.
- B. Pipe laying shall be as indicated in paragraph 3.05 herein.
- C. No pipe shall be installed which is cracked, damaged or otherwise unsuitable for use in the opinion of the Engineer.

### **3.03 STORM DRAINAGE STRUCTURES**

- A. Excavation and backfill shall conform to Section 31 2316, Trenching, Backfilling and Compaction.
- B. Joints shall be made watertight. Any visible leaks shall be permanently plugged.

### **3.04 PIPE LAYING**

- A. No pipe shall be laid when trench conditions are unsuitable to allow performing the job in a workmanlike manner.
- B. Where ground water occurs, pumping shall continue until backfilling has progressed to a sufficient height to prevent flotation of the pipe. Water shall be disposed of in such a manner as to cause no property damage or be a hazard to public health. In accordance with Section 31 2316, Trenching, Backfilling and Compaction.
- C. Pipe shall be laid with bell ends facing in the direction of laying, and shall progress uphill.
- D. Pipe deflections where permitted shall not exceed that recommended by the pipe manufacturer.
- E. Every precaution shall be taken to prevent foreign material from entering the pipe. If necessary, a heavy, tightly woven canvas bag of suitable size shall be placed over each end and left there until the connection is to be made to the adjacent pipe. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe. If foreign materials do enter the pipe, they shall be removed continuously as work progresses.
- F. At times when pipe laying is not in progress, the open ends of laid pipe shall be closed by a water-tight plug.

### **3.05 CLEAN UP**

- A. Remove all debris and stains resulting from the work of this section.
- B. Properly repair all surfaces disturbed by construction.

**END OF SECTION**