JOHN MUIR MIDDLE SCHOOL LANSCAPE PROJECT

PROJECT/CONTRACT NUMBER: 19-11

New Landscape and Irrigation for John Muir Middle School

SAN LEANDRO SCHOOL DISTRICT

January 9, 2020

DOCUMENT 00 01 10

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TECHNICAL SPECIFICATIONS: Please Refer to Architecture's Specifications.

END OF DOCUMENT

DOCUMENT 00 01 15

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

Sheet number	Description
Topographic	
1	Topographic Map
2	Topographic Map
Landscape	
L-0.0	Cover Sheet
L-1.0	Demolition Plan
L-2.0	Site/Materials Plan
L-2.1	Site Plan Enlargement
L-2.2	Site Plan Enlargement
L-3.0	Layout Plan (West)
L-3.1	Layout Plan (East)
L-3.2	Layout Plan Enlargement
L-4.0	Planting Plan (West)
L-4.1	Planting Plans (East)
L-4.2	Planting Details
L-5.0	Irrigation Zone Diagram (West)
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L-7.0	Construction Details
L-8.0	Site Furnishings
Civil	
C1	Grading and Drainage Plan
C2	Grading and Drainage Plan
C3	Details

END OF DOCUMENT

RGM Kramer Inc.
14735 Juniper Street, San Leandro, CA 94579
(925) 768-0437 or (925) 787-0790
CSL # 509513

Addendum 01: December 20, 2019
Project: John Muir Landscape Project
Location: 1444 Williams Street, San Leandro, CA 94577
DSA File Number: N/A
DSA Application Number: N/A

The following changes to the Project Manual shall become a part of the Contract Documents for:

San Leandro Unified School District
John Muir Landscape Project

GENERAL

This addendum supersedes items of the original Project Manual and Drawings wherein it is inconsistent with it. All other conditions remain unchanged.

The following changes, modifications, corrections, additions or clarifications shall apply to the project manual and drawings, shall be made a part of the project manual and shall be subject to all the requirements thereof as if originally specified or shown therein.

Item 1:
Please carefully read through the following notes and referenced attached.

1- Pre-qualification form are due January 2, 2020. Forms can be submitted via e-mail to nickm@rgmkramer.com please note the pre-qualification contains information on contractors licensing.
2- 00 52 13 Agreement_R1 change to project completion from 148 days to 67 days. Please note The District is allowing for 5 days of work during Spring Break in April, the dates are 4/4/20-4/12/20. We will also allow for 14 additional calednar days after school is back in session on 8/12/2020 for final planting, punch list and minor remaining finishes. The project must be substantially complete and safe for occupation by the end of summer (67 calendar days). The work during the additional 14 calendar days will need to performed outside of regular school hours, and all areas must be kept clean and safe by the end of each day to maintain an occupied campus.
3- 00 41 13 Bid Form_R1 Removed the word “Additive” from the Alternates section.
4- Additional Landscape sheets showing location of existing irrigation line and location of irrigation controller. Irrigation controller owner furnished, contractor installed
5- The Districts agreement with the Alameda Trades Council, for your information
6- Information showing the direction and conditions of the existing storm drains at the site, this document is for reference.

This Addendum consists of 2 pages, plus Five (6) attachments.

Attachments:

1- **Pre-Qualification Form**
2- **00 52 13 Agreement_R1**
3- **00 41 13 Bid Form_R1**

4- **Sheets L-5.0 and L-5.1**
5- **Project Labor Agreement**
6- **Information on existing Storm Drain conditions**

Pre-Bid RFI: None

Please confirm receipt of this Addendum by email response to nickm@rgmkramer.com

END OF ADDENDUM #01

DOCUMENT 00 45 13

PREQUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE BIDDERS

December, 2019

The SAN LEANDRO UNIFIED School District ("District") has determined that contractors on future projects ("Contractor(s)" or "Firm(s)") must be prequalified prior to submitting a bid or proposal on a project. This form must be completed by:

- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a **general contractor** (prime contractor) directly to the District.

- A Contractor with a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a **first-tier subcontractor** to a general contractor (prime contractor) that is bidding directly to the District.

Form Submission. Contractors must complete this District form; no other prequalification documents submitted by a Contractor will meet the District's requirements. All Contractors shall submit completed questionnaires and financial statements as follows:

Location	Date
SAN LEANDRO UNIFIED School District _____ Street _____, CA _____ Attn: _____	First-tier subcontractors **and** general (prime) contractors _____, 20___

Contractor List. The District will make available a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors to all prequalified Contractors at least five (5) Business Days prior to the date for submission of any response to a District bid or other solicitation covered by this prequalification.

References. The District reserves the right to contact any representative at Contractor's previous projects to gather information about the Contractor and/or to base the District's prequalification determination on a scoring of Contractor's references' responses to questions.

Updates. Contractors who are prequalified must update their prequalification questionnaire if or when Contractor's status or information changes. The District reserves the right to adjust, suspend, or rescind the prequalification rating of any Contractor based on subsequently learned information.

Non-responsiveness. A Contractor's prequalification questionnaire shall be deemed nonresponsive if, without limitation, the Contractor's prequalification questionnaire is not returned on time, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind the Contractor, is not updated as required or is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported).

Rejection/Waiver/Request. The District reserves the right, in its sole discretion, to reject any or all prequalification questionnaires, to waive irregularities in any prequalification questionnaire or to request further information or documentation from any Contractor.

Public Records. Although the names of Contractors seeking prequalification may be public information, pursuant to, without limitation, Public Contract Code sections 20111.5(a) and 20111.6 (b), each Contractor's questionnaire and financial statements "shall not be public records and shall not be open to public inspection." However, the contents of Contractor's prequalification questionnaires and financial statements may be disclosed to third parties for purposes of clarification or investigation of material allegations or in any appeal process.

Appeal. A Contractor may appeal the District's decision. If a Contractor decides to appeal the District's prequalification decision, it must follow the following procedure:

1. Contractor shall submit, in writing, within five (5) Business Days from District's determination, a request for a written response from the District to explain the District's determination.

2. Within five (5) Business Days from receipt of the District's written response to the Contractor's request, Contractor may submit, in writing, a request for a meeting with the District's staff. Contractor may submit with the request any and all information that it believes supports a finding that District's determination should be changed.

3. District staff shall hold a meeting with the Contractor. If the Contractor continues to contest the District's determination after that meeting with District staff, then the Contractor may address the Board at the next public noticed meeting of the District's governing board, pursuant to the governing board's procedures for public comment. **TO PRESERVE THE CONTRACTOR'S RIGHT TO CHALLENGE THE DISTRICT'S DETERMINATION, THE CONTRACTOR SHALL ADDRESS THE BOARD AT THE NEXT PUBLIC NOTICED MEETING OF THE BOARD AFTER CONTRACTOR'S MEETING WITH DISTRICT STAFF.**

4. **FAILURE OF A CONTRACTOR TO TIMELY FOLLOW ALL APPEAL STEPS SHALL BE A WAIVER OF THE CONTRACTOR'S RIGHT TO APPEAL THE DISTRICT'S DECISION.**

CONTRACTOR (OR "FIRM") INFORMATION

Contractor's company name:
Address:
Telephone:
Mobile telephone:
E-mail:
Years in business under current company name:
Years at the above address:
Types of work performed with own forces:
Gross revenue of the Firm for the past three (3) years:

$	$	$

Submit an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

Name of license holder exactly as on file with the California State License Board:
License classification(s):
License Number(s):
License expiration date(s):
Department of Industrial Relations registration number (Per Labor Code section 1725.5):
Number of years license holder has held the listed license(s):
Number of years Contractor has done business in California under contractor's license law:
Number of years Contractor has done business in California under **current** Contractor's license:
Has your Firm changed name(s) or license number(s) in the past five (5) years? (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.
Has there been any change in ownership of the Firm at any time in the past five (5) years? **NOTE**: A corporation whose shares are publicly traded is not required to answer this question. (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.
Is the Firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE**: Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Firm holds a similar position in another firm. (Y / N). If "yes", explain on a separate signed sheet, the name of the related company(ies) and the percent ownership.
Indicate the form of Contractor's firm (type of business entity): ____ Individual ____ Sole Proprietorship ____ Partnership ____ Limited Partnership ____ Corporation, State: _____ ____ Limited Liability Company ____ Joint Venture Other:
List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the

Contractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

Identify every construction firm, contractor and/or construction management firm that the Contractor or any person listed above has been associated with (as officer, general partner, limited partner, owner, RMO, RME etc.) at any time during the **past five (5) years** ("Associated Firm"). Include all additional references and/or information on separate signed sheets.
NOTE: For this question, "owner" and "partner" refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. include all additional information on separate signed sheets as needed.

Name of Person at Associated Firm	Name of Associated Firm	Contractor's License No. of Associated Firm	Dates of Person's Participation with Associated Firm

CONTRACTOR'S BONDING COMPANY (SURETY) INFORMATION

Name(s) of bonding company(ies) your Firm has utilized over the past five (5) years (not broker or agency):

Address(es) of those bonding company(ies):

Number of years Contractor has been with those bonding company/surety:

Name of broker/agent:

Address of broker/agent:

Telephone number of broker/agent:

E-mail of broker/agent:
Contractor's total current bonding capacity: $

CONTRACTOR'S INSURANCE INFORMATION

Name of insurance company(ies) your Firm has utilized over the past five (5) years (not broker or agency):			
Address of those insurance company(ies):			
"Best" rating(s) for those insurance company(ies):			
Number of years Contractor has been with those insurance company(ies):			
Name of broker/agent:			
Address of broker/agent:			
Telephone number of broker/agent:			
E-mail of broker/agent:			
Contractor's current insurance limits for the following types of coverage:			
	Commercial General Liability	Combined Single Limit (per occurrence)	$
		Combined Single Limit (aggregate)	$
	Product Liability & Completed Operations	(aggregate)	$
		(per occurrence)	$
	Automobile Liability – Any Auto	Combined Single Limit (aggregate)	$
	Automobile Liability – Any Auto	Combined Single Limit (per occurrence)	$
	Employers' Liability		$
	Builder's Risk (Course of Construction)		
Workers' Compensation Experience Modification Rate for the past five (5) premium years:			
	(1) Current year:	(2)	(3)
		(4)	(5)

QUESTIONS

Pass/Fail Questions (Essential Criteria)

1.	Has your Firm contracted for and completed construction of a minimum of: • **Four (4)** California K-12 public school district construction projects, • Each with a value of at least **$500,000,** and • All within the past **five (5) years**? (Please circle one). **NOTE**: You **must** list these projects in the "Contractor Project References" Section.	YES NO NO = cannot prequalify
2.	Does your Firm currently hold all contractors' license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? (Please circle one).	YES NO NO = cannot prequalify
3.	Has your Firm or an Associated Firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years? (Please circle one).	YES NO YES = cannot prequalify
4.	Has your Firm or an Associated Firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? (Please circle one).	YES NO YES = cannot prequalify
5.	Has your Firm or an Associated Firm or any of their owners or officers been convicted of a crime under federal, state, or local law involving: (1) Bidding for, awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity; or (3) Fraud, theft, or other act of dishonesty to any contracting party within the past **ten (10) years**? (Please circle one).	YES NO YES = cannot prequalify
6.	Has a performance bond surety for your Firm or a performance bond surety for an Associated Firm had to: (1) Takeover or complete a project, (2) Supervise the work of a project, or (3) Pay amounts to third parties, related to construction activities of your Firm or an Associated Firm within the past five (5) years? (Please circle one).	YES NO YES = cannot prequalify



If you answered:
"NO" to questions 1-2 or
"YES" to questions 3-6, then STOP.
You are not eligible for prequalification at this time.

Scored Questions		
1.	Has your Firm paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the project name(s), damages(s), and date(s).	YES NO
2.	Has your Firm paid a premium of more than one percent (1%) for a performance and payment bond on any project(s) within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the project name(s), the premium amount(s), and date(s).	YES NO
3.	Has any insurer had to pay amounts to third parties that were in any way related to construction activities of your Firm within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the project name(s), the amount(s) paid, and date(s).	YES NO
4.	Has your Firm's Workers' Compensation Experience Modification Rate exceeded 1.0 at any time for the past five (5) premium years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the EMR(s) and the applicable date(s).	YES NO
5.	Has there been a period when your Firm had employees but was without workers' compensation insurance or state-approved self-insurance within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the reason(s) for not having this insurance and the applicable date(s).	YES NO
6.	Has your Firm declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the type of bankruptcy, the Firm's current recovery plan, and the applicable date(s).	YES NO
7.	Has your Firm been denied bond coverage by a surety company, or has there been a period of time when your Firm had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one). If YES, provide details on a separate signed sheet indicating the date(s) when your Firm was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.	YES NO
8.	Has a project owner, general contractor, architect, or construction manager filed claim(s) in an amount exceeding $50,000 against your Firm, or has your Firm filed claim(s) in an amount exceeding $50,000 against a project owner, general contractor, architect, or construction manager in the past five (5) years? If YES, explain and indicate on separate signed sheet(s) the project name(s), claim(s) and the date(s) of claim(s).	YES NO

9.	Has your Firm or an Associated Firm been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? If "YES," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s).	YES NO
10.	Has your Firm been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years? If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.	YES NO
11.	Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against your Firm, including any "serious," "willful" or "repeat" violations of safety or health regulations within the past five (5) years? If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.	YES NO
12.	Has your Firm been required to pay either back wages or penalties for its failure to comply with California's prevailing wage laws, with California's apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years? If "yes," indicate on separate signed sheet(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your Firm was required to pay.	YES NO
13.	Does your Firm require **weekly**, documented safety meetings to be held for construction employees and field supervisors during the course of a project?	YES NO
14.	Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your Firm for use on any public work project for which you are awarded a contract by the District.	

CONTRACTOR PROJECT REFERENCES

List **ALL** projects in which your Firm has participated as a contractor or first-tier subcontractor during the past **five (5) years** with a Firm contract value of more than **$500,000.**

- You may limit your response to the thirty (30) most-recently completed projects, but you **must** include at least the four (4) most recent California K-12 public school projects with a contract value of more than $500,000 performed by your Firm.
- Include all information indicated below on separate signed sheets as necessary, and explain or clarify any response as necessary

Project Name/Identification:
Project address/location:
Project owner, contact person, and telephone:
Project architect name and telephone number:
If contractor was a subcontractor on the project, name of general contractor and telephone number:
Scope of Work:
Original completion date:
Date completed:
Initial contract value (as of time of bid award):
Final contract value:
Did the project include constructing or modernizing an earthquake resistant building?

CERTIFICATION

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 Contractor: _____

Signature: _____

By: _____(Print Name)

Title: _____

RGM Kramer Inc.
14735 Juniper Street, San Leandro, CA 94579
(925) 768-0437 or (925) 787-0790
CSL # 509513

Addendum 02: January 02, 2020
Project: John Muir Landscape Project
Location: 1444 Williams Street, San Leandro, CA 94577
DSA File Number: N/A
DSA Application Number: N/A

The following changes to the Project Manual shall become a part of the Contract Documents for:

San Leandro Unified School District
John Muir Landscape Project

GENERAL

This addendum supersedes items of the original Project Manual and Drawings wherein it is inconsistent with it. All other conditions remain unchanged.

The following changes, modifications, corrections, additions or clarifications shall apply to the project manual and drawings, shall be made a part of the project manual and shall be subject to all the requirements thereof as if originally specified or shown therein.

Item 1:
Please carefully read through the following notes.

Per the request of several bidders, we are delaying the submittal date for pre-qualifications, extending the bid date and adding an additional job-walk.

1- **Pre-qualifications are due 1/9/2020 at 2:00 PM, please email questionnaires to** nickm@rgmkramer.com.
2- **Additional job-walk on January 7, 2020 at 3:00 PM** at the RGM Kramer Bond Office located at **14735 Juniper San Leandro 94579**, office located at the back of the James Madison campus near bus parking area.
3- The **new bid date will be 1/16/2020 at 2:00 PM**, public bid opening.

This Addendum consists of 1 page, plus Zero (0) attachments.

Attachments: N/A

N/A

Pre-Bid RFI: None

Please confirm receipt of this Addendum by email response to nickm@rgmkramer.com

END OF ADDENDUM #02

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20___, by and between the **San Leandro Unified School District** ("District" or "Owner") and _____ _____ ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall 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:

   PROJECT: **John Muir Middle School Landscape Project**
   ("Project" or "Contract" or "Work")

   The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**:

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

   b. **Interpretation of Contract Documents**: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

      (i) District-approved modifications, beginning with the most recent (if any);
      (ii) Agreement;
      (iii) Special Conditions (if any);
      (iv) Supplemental Conditions (if any);
      (v) General Conditions;
      (vi) Remaining Division 0 documents (Documents beginning with "00");;
      (vii) Division 1 Documents (Documents beginning with "01");
      (viii) Technical Specifications
      (ix) Drawings

      In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

3. **Time For Completion**: It is hereby understood and agreed that the Contractor shall complete the Work within **Sixty-Seven**, **(67)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be

considered to have Project Float

4. **Completion-Extension of Time**: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. 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 allows for 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.

5. **Liquidated Damages**: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the following sum(s) as liquidated damages ("Liquidated Damages"):

    - **Submittal of any item on approved Submittal Schedule: Hundred and Fifty dollars ($ 150)** per day as Liquidated Damages for each day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.

    - **Project Completion: One Thousand Five Hundred dollars ($ 1,500)** per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.

6. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones and the entire Project, Contractor will forfeit and pay three separate Liquidated Damages amounts.

7. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount, nor any portion of the Liquidated Damage amount are penalties.

8. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.

9. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor District's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, shall be deemed a waiver of District's right to Liquidated Damages and/or the District's right to withhold Liquidated Damages from any amounts that would otherwise be payable to the Contractor.

10. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.

11. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

6. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

7. **Performance of Work**: If Contractor fails to perform the Work properly or fails 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, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

8. **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 have authority to approve and/or stop Work if 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. Contractor shall be liable for any delay caused by its non-compliant Work.

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

10. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type **B** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents. As required by California State License Board (CSLB). All Contractors/ Subcontractors shall be in possession of current and appropriate license as allowed and accepted by the CSLB for all "Work" being performed under this contract. CSLB 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, Post Office Box 2600, Sacramento, California 98826, http://www.cslb.ca.

11. **Payment of Prevailing Wages**: Contractor and all Subcontractors under Contractor shall pay all workers on 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.

12. **Contractor & Subcontractor Registration**: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

13. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

_____ Dollars

($_____), (**Base Contract Amount**)

a. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

14. **Authority of Contractor's Representative**: Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

15. **Severability**: If any term, covenant, condition, or provision 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.

16. **CONTRACTOR SPECIFICALLY AGREES TO ASSERT NO DEMANDS OR CLAIMS IN ARBITRATION OR LITIGATION UNLESS IT HAS STRICTLY COMPLIED WITH THE PROVISIONS IN THE "CLAIMS RESOLUTION" SECTION OF THE GENERAL CONDITIONS (DOCUMENT 00 70 00).**

Contractor's Initials Acknowledging "Claims Resolution" Requirements: _____

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

Dated: _____, 20___		Dated: _____, 20___	
SAN LEANDRO UNIFIED SCHOOL DISTRICT		_____ **CONTRACTOR**	
By:	_____	By:	_____
Print Name:	Aaron Kerrigan	Print Name:	_____
Print Title:	Director of Facilities and Operations	Print Title:	_____

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

To: Governing Board of **San Leandro Unified School District** ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders, the Instructions to Bidders, and the Special Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. [PROJECT NUMBER].

PROJECT: **John Muir Middle School Landscape Project**

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

_____ **Dollars** **$** _____

TOTAL BASE BID

Deductive Alternates:

Alternate #1: Repair concrete condition at areas of bench removal by cafeteria instead of new concrete paving. See sheet L-2.0

_____ dollars $ _____

Alternate #2: Cast in place concrete paving to replace all permeable interlocking concrete pavers throughout site. See sheet L-2.0

_____ dollars $ _____

Alternate #3: In ground planter well to replace raised planter walls at Northeast courtyard. See sheet L-2.1

_____ dollars $ _____

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following additive/deductive unit price(s), which the Bidder must provide, and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

Additive/Deductive Price(Per SQFT): Concrete Flatwork

_____ dollars $ _____

Additive/Deductive Price(Per SQFT): Pavers

_____ dollars $ _____

2. **Allowance(s).** The Bidder's Base Bid shall **NOT** include Allowance(s).

3. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, 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 bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

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

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

6. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:

    - The liquidated damages clause of the General Conditions and Agreement.
    - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful

bidder can receive from the District.

- The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.

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

8. **Attachments.** The following documents are attached hereto:

   - The Bid Bond on the District's form or other security
   - The Designated Subcontractors List
   - The Site-Visit Certification, if a site visit was required.
   - The Non-collusion Declaration
   - Iran Contracting Act Certification

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

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
☐ Or check here if **no** addenda were issued.	

10. **Bidder's License.**

    - Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.

    - 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

12. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor

Commissioner, and are registered pursuant to Labor Code section 1725.5.

13. **Prequalification.** To Bid on this project, all the subcontractors are required to have been prequalified by the District. The following license classifications have also been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

14. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.

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

16. **False Claims Act.** 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, Cal. 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.

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 _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Bidder's DIR Registration No.: No.:_____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

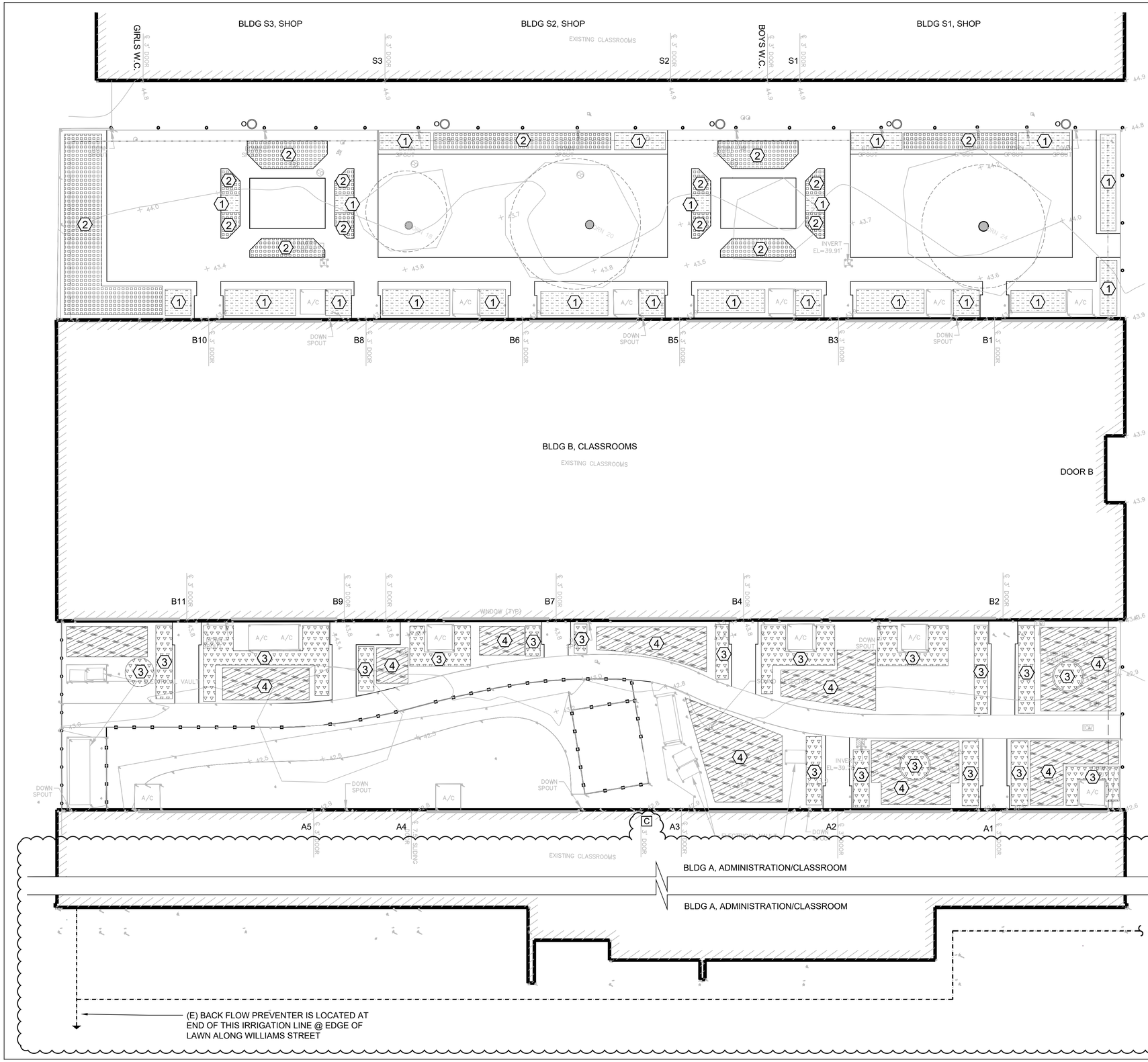
President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT



ZONE SCHEDULE

ZONE	DESCRIPTION	WATER TYPE/USE:
1	SHRUB / PERENNIAL PLANTING	DRIP IRRIGATION (LOW WATER USE)
2	GROUNDCOVER PLANTING	SPRAY IRRIGATION (LOW WATER USE)
3	SHRUB / PERENNIAL PLANTING	DRIP IRRIGATION (LOW WATER USE)
4	GROUNDCOVER PLANTING	SPRAY IRRIGATION (LOW WATER USE)
5	SHRUB / PERENNIAL PLANTING	DRIP IRRIGATION (LOW WATER USE)
6	SHRUB / PERENNIAL PLANTING	DRIP IRRIGATION (LOW WATER USE)
7	GROUNDCOVER PLANTING	SPRAY IRRIGATION (LOW WATER USE)

IRRIGATION ZONING

1	ZONE 1 910 SF	5	ZONE 5 670 SF
2	ZONE 2 1010 SF	6	ZONE 6 1360 SF
3	ZONE 3 970 SF	7	ZONE 7 790 SF
4	ZONE 4 1500 SF		

IRRIGATION NOTES:

GENERAL:

1) LOCATE EXISTING UTILITY LINES PRIOR TO IRRIGATION TRENCHING.
2) INSTALL MAINLINES, LATERAL LINES, & EQUIPMENT IN PLANTING AREAS WHERE FEASIBLE & NOT UNDER PAVEMENT.
3) INSTALL MAINLINES/LATERAL LINES UNDER PAVING ONLY WHEN NECESSARY, INSIDE SCH 40 SLEEVE SIZED 2X MAINLINE PIPE SIZE.
4) WHERE LATERALS CROSS HARDSCAPE ELEMENTS, PLACE IN TRENCH WITH MAINLINE AS NECESSARY.
5) CONTRACTOR TO PROVIDE SHOP DRAWING NOTING IRRIGATION ROUTING PRIOR TO INSTALLATION FOR LA REVIEW/APPROVAL.

REMOTE CONTROL VALVES:

6) VALVE NUMBERS ON PLAN INDICATE CONTROLLER ZONES TO BE USED.
7) PROVIDE AN EXTRA RED WIRE AT EACH VALVE BOX TO PERMIT THE SOLENOID TO BE SERVICED.
8) ROUTE IRRIGATION LINES AS FAR AS POSSIBLE AROUND PROPOSED TREE LOCATIONS, REFER TO THE PLANTING PLAN.
9) ALL IRRIGATION EQUIPMENT TO BE INSTALLED WITHIN PROPERTY BOUNDARY.
10) HEAD-TO-HEAD COVERAGE & MATCHED PRECIPITATION REQUIRED FOR SPRAY IRRIGATION AT LAWN.
11) MINIMUM LATERAL SIZE TO BE ¾".
12) DEPTH OF COVER FOR MAINLINE TO BE 18".
13) DEPTH OF COVER FOR LATERAL LINES TO BE 12".
14) PROVIDE CONTROL WIRES IN SCHEDULE 40 PVC WHEN NOT LOCATED WITH MAINLINE.

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
- - - -	(E) MAIN PRESSURE IRRIGATION LINE. (APPROXIMATE LOCATION SHOWN)
X	IRRIGATION ZONE NUMBER
C	(N) IRRIGATION CONTROLLER. (OWNER FURNISHED / CONTRACTOR INSTALLED)

1

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INTEGRATED DESIGN STUDIO Inc
227 Flamingo Road
Mill Valley, CA 94941
Ph 415-381-9500
www.integrateddesignstudio.com

JOHN MUIR MIDDLE SCHOOL
1444 WILLIAMS STREET
SAN LEANDRO, CA 94577
APN #77A-630-83-1

REGISTERED LANDSCAPE ARCHITECT
JANE O. SEDONAEN
No. 5057
2-28-2020
Expiration Date
Signature
Date
STATE OF CALIFORNIA

Jane Sedonaen, Landscape Architect

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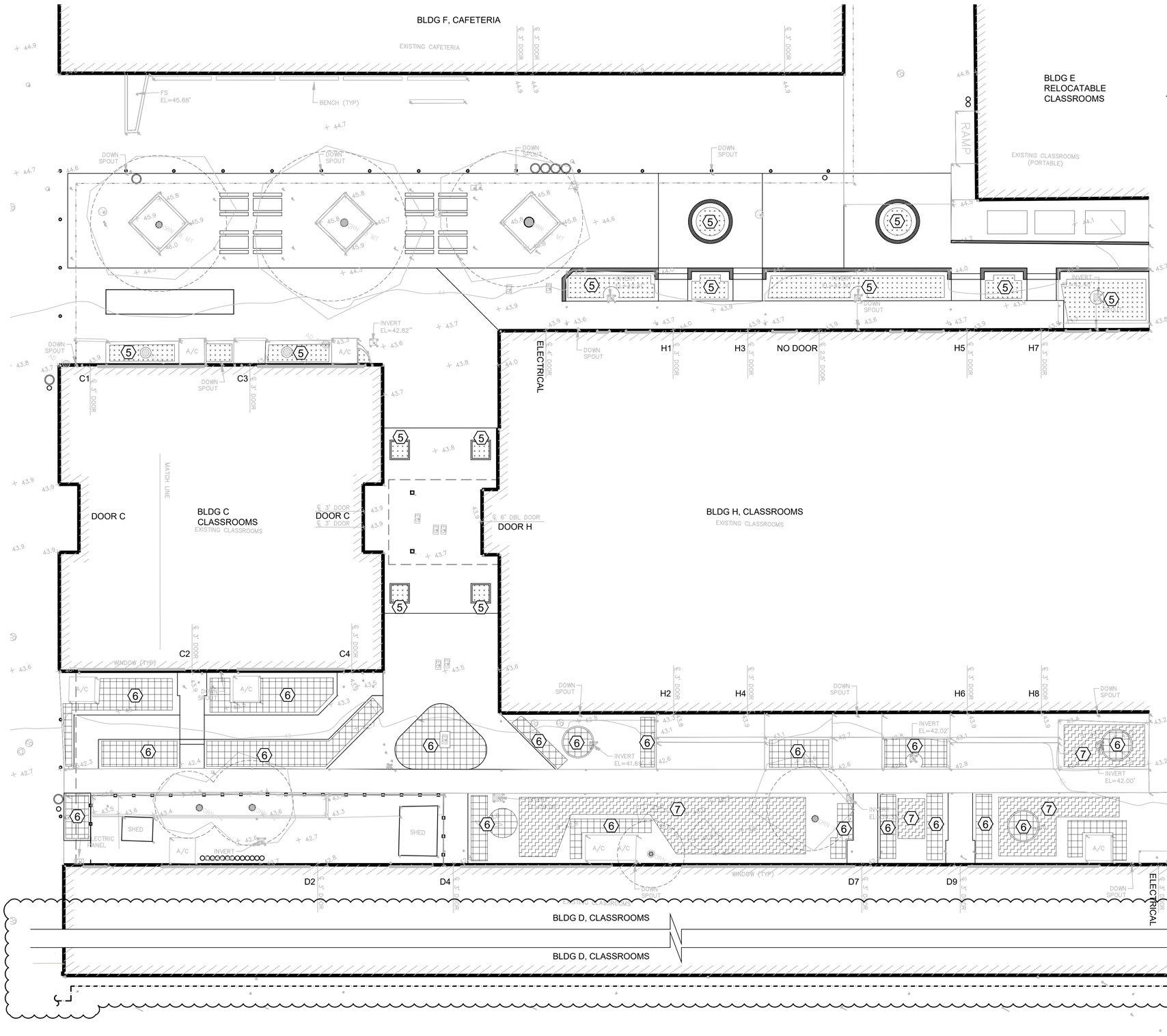
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DATE:	△	DESCRIPTION:
11/21/19		BID SET
12/20/19	1	BID SET DELTA 1

DRAWN	JW/DP
REVIEWED	JS
SCALE	NOTED

SHEET TITLE:
IRRIGATION ZONE DIAGRAM (WEST)

SHEET NUMBER:
L-5.0



ZONE SCHEDULE

ZONE	DESCRIPTION	WATER TYPE/USE:
1	SHRUB / PERENNIAL PLANTING	DRIP IRRIGATION (LOW WATER USE)
2	GROUNDCOVER PLANTING	SPRAY IRRIGATION (LOW WATER USE)
3	SHRUB / PERENNIAL PLANTING	DRIP IRRIGATION (LOW WATER USE)
4	GROUNDCOVER PLANTING	SPRAY IRRIGATION (LOW WATER USE)
5	SHRUB / PERENNIAL PLANTING	DRIP IRRIGATION (LOW WATER USE)
6	SHRUB / PERENNIAL PLANTING	DRIP IRRIGATION (LOW WATER USE)
7	GROUNDCOVER PLANTING	SPRAY IRRIGATION (LOW WATER USE)

IRRIGATION ZONING

1	ZONE 1 910 SF	5	ZONE 5 670 SF
2	ZONE 2 1010 SF	6	ZONE 6 1360 SF
3	ZONE 3 970 SF	7	ZONE 7 790 SF
4	ZONE 4 1500 SF		

IRRIGATION NOTES:

GENERAL:

1) LOCATE EXISTING UTILITY LINES PRIOR TO IRRIGATION TRENCHING.
2) INSTALL MAINLINES, LATERAL LINES, & EQUIPMENT IN PLANTING AREAS WHERE FEASIBLE & NOT UNDER PAVEMENT.
3) INSTALL MAINLINES/LATERAL LINES UNDER PAVING ONLY WHEN NECESSARY, INSIDE SCH 40 SLEEVE SIZED 2X MAINLINE PIPE SIZE.
4) WHERE LATERALS CROSS HARDSCAPE ELEMENTS, PLACE IN TRENCH WITH MAINLINE AS NECESSARY.
5) CONTRACTOR TO PROVIDE SHOP DRAWING NOTING IRRIGATION ROUTING PRIOR TO INSTALLATION FOR LA REVIEW/APPROVAL.

REMOTE CONTROL VALVES:

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7) PROVIDE AN EXTRA RED WIRE AT EACH VALVE BOX TO PERMIT THE SOLENOID TO BE SERVICED.

8) ROUTE IRRIGATION LINES AS FAR AS POSSIBLE AROUND PROPOSED TREE LOCATIONS, REFER TO THE PLANTING PLAN.
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14) PROVIDE CONTROL WIRES IN SCHEDULE 40 PVC WHEN NOT LOCATED WITH MAINLINE.

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
------	(E) MAIN PRESSURE IRRIGATION LINE. (APPROXIMATE LOCATION SHOWN)
(X)	IRRIGATION ZONE NUMBER
[C]	(N) IRRIGATION CONTROLLER. (OWNER FURNISHED / CONTRACTOR INSTALLED)

1

0 2.5 5 10 20

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JOHN MUIR MIDDLE SCHOOL
1444 WILLIAMS STREET
SAN LEANDRO, CA 94577
APN #77A-630-83-1

REGISTERED LANDSCAPE ARCHITECT JANE O. SEDONAEN No. 5057 2-28-2020 Expiration Date Signature Date STATE OF CALIFORNIA

Jane Sedonaen, Landscape Architect

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DATE:	△	DESCRIPTION:
11/21/19		BID SET
12/20/19	1	BID SET DELTA 1

DRAWN	JW/DP
REVIEWED	JS
SCALE	NOTED

SHEET TITLE:
IRRIGATION PLAN (EAST)

SHEET NUMBER:
L-5.1

PROJECT LABOR AGREEMENT
FOR THE
SAN LEANDRO UNIFIED SCHOOL DISTRICT
MEASURE J1
NEW CONSTRUCTION AND MODERNIZATION PROJECT

BOARD APPROVED
FEB - 7 2017

INTRODUCTION / FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during the San Leandro Unified School District November 2016 Measure J1 Bond Program ("the Project") and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the successful completion of the Project is of the utmost importance to the San Leandro Unified School District ("the District"); and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Building and Construction Trades Council of Alameda County and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract for the Project will be awarded in accordance with the applicable provisions of the California Public Contract Code; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "District" means the San Leandro Unified School District and the administrative staff under its Superintendent.

1.3 "Contractor/Employer(s)" or "Contractor(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and enters into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate the Agreement.

1.4 "Construction contract" means the public works contract which will be signed by the District and which is necessary to complete the Project.

1.5 "Project" only includes public works construction projects funded in whole or in part with the District's Measure J1 Bond Program funds with a contract value at or above one million dollars ($1,000,000) and not to exceed a total of ten million dollars ($10,000,000) of excluded work financed by Measure J1 Bond Program funds, based on the estimated contract price indicated by the District's architect for that portion of the Project at the time of submittal of the construction documents to DSA for approval. The District shall advise the Trades Council in advance of bid notification whenever it intends to use this exclusion. Routine maintenance of District properties (per Public Contract Code sections 20115 and 22002) and emergency public works projects (per Public Contract Code sections 1102, 20113, and 22050) are not covered by the scope of this Agreement. The District

and the Trades Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

1.6 "Union" or "Unions" means:

1.6.1 the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and

1.6.2 All other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.7 "Project Manager" means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Project.

1.8 "Master Agreement(s)" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing construction contracts on the Project, the District, the Signatory Unions, and the Council.

2.2 Project Description: The Agreement shall govern the award of the Construction contract(s) identified by the District for the Project. For the purposes of this Agreement, the construction contract shall be considered completed upon acceptance of the work by the District.

2.3 Project Labor Disputes: All project labor disputes involving the application or interpretation of a master collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the master collective bargaining agreement. All disputes relating to the interpretation or application of the Project Labor Agreement shall be subject to resolution by the Joint Administrative Committee and the grievance arbitration procedure set forth herein.

2.4 Work covered by the Project Labor Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles IV, XIII, and XIV of the Project Labor Agreement shall prevail and be applied to such work.

2.5 Exclusions:

1) The Agreement shall be limited to San Leandro Unified School District Measure J1 Bond Program and shall not include any projects not funded by Measure J1.

2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District, which are outside the approved scope of the Project.

3) The Agreement shall not apply to a Contractor/Employer's project superintendents, all employees above the level of general formal, executives, managerial employees, engineering employees, supervisors (except those covered by existing

building and construction trades collective bargaining agreements), office and clerical employees.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a Construction contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the construction contract, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Project:

1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing slowdowns or other interferences with work of any kind, for any reason, or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of District because of a dispute on the Project or with a Contactor/Employer on the Projects. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement.

2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

3) If a master collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of the construction contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for

work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union and Employer. If the new or modified master collective bargaining agreement reached between the Union and Employer provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees employed on the project within seven (7) days.

4.2 Any party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity, when a breach of this Article is alleged to have occurred:

1) A party invoking this procedure shall notify, by facsimile or telephone, the party alleged to be in violation, the District representative, and the Building and Construction Trades Council of Alameda County and the involved local Union if a Union is alleged to be in violation.

2) Upon receipt of said notice, the District will contact the designated permanent arbitrator, Gerald McKay, or if he is unavailable, the alternate, Thomas Angelo, will attempt to schedule an arbitrator to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

3) The District shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at

the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The opinion shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte.

Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

7) The fees and expenses of the arbitrator shall be divided equally between the parties.

ARTICLE V

PRE-CONSTRUCTION CONFERENCE

5.1 A pre-construction conference shall be held prior to the commencement of the Construction contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s) and Union(s) and the Project Manager. All meetings shall be held at the offices of the Building Trades Council of Alameda County, 8400 Enterprise Way, Oakland, CA 94621. This pre-construction conference is related to this Agreement only and is separate from any pre-job/pre-construction meetings or conferences that the District may have related to the Project.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination against any employee or applicant for employment, on the Project, on the ground or because of race, color,

creed, national origin, ancestry, age, disability, Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), ethnic group identification, religion, gender, marital status, medical conditions, sexual orientation, gender identify, domestic partner status or status as a veteran, and shall provide equal employment opportunity for all persons in all job categories of employment based only upon job-related bona fide occupational qualifications.

ARTICLE VII

UNION SECURITY

7.1 The Contractor/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by the Contractor(s) shall, as a condition of employment, on or after eight (8) days of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union or that would require non-union employees to join the local union.

7.3 Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor, security and safety rules. Nevertheless, the

District and the Contractors recognize the right of access set forth in this Section, and such shall not be unreasonably withheld from an authorized representative of a Union.

ARTICLE VIII

REFERRAL / PRE-APPRENTICE INTERNSHIP

8.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has his/her own core workforce, The Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

(1) possess any license required by state or federal law for the Project work to be performed;

(2) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

(3) were on the Contractor's active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and

(4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has

hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such contractors.

8.2 Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s)

8.5 Subject to the limitation of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the City of San Leandro to meeting the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified San Leandro residents as journeymen and apprentices on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.

8.6 The Council and the Unions shall provide to the District and the Project Manager the names and contact information for all Contractor/Employers who are signatory to the Unions.

8.7 The District and the Council shall diligently and in good faith, cooperate to establish a District-based pre-apprenticeship / internship program for District high school students to provide these students with opportunity and access to careers in the trades. The District and Council intend this program to be implemented within six (6) months from the date of the execution of this Agreement.

ARTICLE IX

BENEFITS

9.1 All Contractor/Employer(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local. The Contractor/Employers shall not be

required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except that Contractor/Employers who are signatory to collective bargaining agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Collective Bargaining Agreement of the respective crafts, copies of which shall be on file with the District and which the Union shall provide to any contractor immediately upon request, to the extent such Master Collective Bargaining Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered in this Agreement, the Master Collective Bargaining Agreement will prevail. When a subject is covered by both the Master Collective Bargaining Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

ARTICLE X

EMPLOYEE GRIEVANCE PROCEDURE

All disputes involving discipline and/or discharge of employees working on the project shall be resolved through the grievance and arbitration provision contained in the Master Collective Bargaining Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XI

COMPLIANCE

It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the agreement contained in Article IX. The District shall cooperate with this effort. Nothing in this agreement shall bc construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The District shall cooperate with the California Department of Industrial Relation's monitoring and enforcement of contractors' compliance with the prevailing wage requirements of the state, and the Council's monitoring of the Contractors/Employers' compliance with this Agreement.

ARTICLE XII

JOINT ADMINISTRATIVE COMMITTEE

12.1 The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of one (1) representative selected by the District; one (1) representative from the Project Manager; and two (2) representatives of the signatory Unions. Each

representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

The Joint Administrative Committee shall meet as required but not less than once each 3 months to review the implementation of the Agreement and the progress of the Project and resolve problems and/or grievances by majority vote with such resolutions to be binding on all signatories of the Agreement as provided herein. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for resolution

ARTICLE XIII

GRIEVANCE ARBITRATION PROCEDURE

13.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 13.1 may be extended by mutual agreement (oral or written) of the parties.

13.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved contractor/employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. The arbitrator shall be selected by the alternate striking method from a list of seven (7) Northern California labor arbitrators obtained from the American Arbitration Association.

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement.

A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIV

JURISDICTIONAL DISPUTES

14.1 The contractor shall assign work on the basis of traditional craft jurisdictional lines. It is agreed that the craft assignment of work to a

respective craft shall be the determining factor for proper wage payment as required under paragraph 9.3 of this Agreement.

14.2 There shall be no strikes, picketing, sympathy strikes, leafleting or work disruption or stoppages of any kind because of jurisdictional disputes.

14.3 When conflicting claims for work on the Project are submitted to a Contractor, the dispute shall be resolved pursuant to agreed upon Jurisdictional Dispute Procedures, as adopted by the National Building & Construction Trades Department, or by the Mechanical Allied Crafts (MAC) (Appendix A), or by the National Construction Alliance (NCA) (Appendix B), incorporated herein respectively. It is understood by the parties that these Procedures might be amended from time to time. In the event a jurisdictional dispute arises between two or more Unions affiliated with the National Building & Construction Trades Department, such dispute shall be resolved by the procedures set forth in the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry. In the event a jurisdictional dispute arises between two or more Unions affiliated with the MAC, such dispute may be resolved under the MAC Procedure. In the event a jurisdictional dispute arises between two or more Unions affiliated with the NCA, such dispute shall be resolved under the NCA Procedure. In the event a jurisdictional dispute arises between two or more Unions that are not affiliated with the same International group and are not stipulated to the same jurisdictional dispute resolution procedure, the dispute shall be handled in accordance with and resolved as described in Appendix C hereto.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Collective Bargaining Agreement shall be recognized.

ARTICLE XVI

SAVINGS CLAUSE

16.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the

Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

ARTICLE XVII

TERM

17.1 The Agreement shall be included as a condition of the award of applicable construction contracts for District's Measure J1 Bond Program.

17.2 The Agreement shall continue in full force and effective until the completion of the Project.

San Leandro Unified School District

By: _____ Date: _____

Mike McLaughlin, Ed.D.
Superintendent

Building and Construction Trades Council
of Alameda County, AFL-CIO (Council)

By: _____ Date: _____

_____
Secretary-Treasurer

[THIS AFFILIATE LIST IS THE CURRENT LIST ON THE TRADE COUNCIL'S WEBSITE. THIS LIST NEEDS TO BE CONFIRMED AND NON-PARTICIPATING LOCALS (E.G., AUTO & MARINE PAINTERS[?]) CAN BE REMOVED.]

Union Signatories	
Auto & Marine Painters, Local 1176	Boilermakers, Local 549
Brick & Tile Layers, Local 3	Carpenters, Local 713
Carpenters, Local 2236	Carpet & Linoleum, Local 12

Cement Masons, Local 300	Electrical Workers, Local 595
Elevator Constructors Local 8	Glaziers Local 169
Hod Carriers, Local 166	Insulators & Asbestos Workers, Local 16
Iron Workers, Local 378	Laborers, Local 67
Laborers, Local 304	Lathers, Local 68L
Millwrights, Local 102	Operating Engineers, Local 3
Painters, Local 3	Pile Drivers, Local 34
Plasterers, Local 66	Plumbers-Steamfitters, Local 342
Roofers, Local 81	Sheet Metal Workers, Local 104
Sign Painters, Local 510	Sprinkler Fitters, Local 483
Teamsters, Local 853	U.A. Irrigation/Landscape, Local 355

"Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]
[Address]
[City and State]

Re: San Leandro Unified School District Measure J1 Bond Program, Project Labor Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the San Leandro Unified School District Measure J1 Bond Program, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the San Leandro Unified School District Measure J1 Bond Program. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR:_____

California State License Number:_____

Name and Signature of
Authorized Person: _____
(Print Name)

_____
(Title)

_____
(Signature)

[ALL APPENDICES NEED TO CONFIRMED AND UPDATED BY THE COUNCIL.]

Appendix A



William P. Hite, Gen. President United Association of Plumbers, Pipefitters & Sprinklerfitters

Edwin D. Hill, Gen. President International Brotherhood of Electrical Workers

Michael J. Sullivan, Gen. President Sheet Metal Workers International Association

Mechanical Allied Crafts ~ MAC
901 Massachusetts Ave., NW
Washington, DC 20001

James A. Grogan Jr., Gen. President International Association of Heat & Frost Insulators & Asbestos Workers

Joseph J. Hunt, Gen. President International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers

Dana Brigham, Gen. President International Union of Elevator Constructors

Mechanical Allied Crafts Work Assignment Procedures

The Mechanical Allied Crafts (MAC) Unions are committed to the principle that there shall be no work disruptions on any MAC designated project and that any disputes involving work assignments among MAC Unions will be resolved expeditiously and, if possible, before the work begins. To this end, MAC Unions have formed Joint Jurisdictional Committees to resolve any outstanding issues and update, if necessary, existing jurisdictional agreements. MAC Local Unions are also engaging in direct and continuing consultations to resolve jurisdictional issues at the local level. The goal is to alleviate work assignment issues among the MAC Unions by having MAC Local Unions establish written work assignment practices within their geographic region that can serve as a roadmap for contractors on MAC designated projects.

The MAC Unions recognize the need for a mechanism to expeditiously resolve jurisdictional issues in the event that two or more MAC Unions are unable to resolve a particular matter. The MAC Unions have adopted the following procedures that will only apply to jurisdictional disputes between or among MAC Unions and their Local Unions on MAC designated projects where the contractor responsible for the work in question has agreed to be bound by these procedures by signing below indicating agreement and acceptance of these procedures. Work assignment disputes involving Unions not part of MAC or on projects not designated as MAC projects may not be resolved through these procedures.

1. Work assignments are the sole responsibility of the contractor that directly hires the craft workers and is responsible for the performance of the work.

2. For each MAC designated project, the contractor(s) shall conduct a pre-job meeting. At the pre-job meeting, each contractor will present their intended work assignments. In the event that a contractor makes a work assignment that is contrary to an established local area assignment practice that has been agreed to in writing by the MAC Local Unions, the contractor's assignment shall be changed to the agreed upon local area assignment practice provided that:

(a) Any Local Union to which an assignment change is made must demonstrate that it can refer in a timely manner, competent craft workers who can safely and efficiently perform the work tasks in question. The Local Union may be required to

provide proof of necessary journeyperson certifications, safety training and similar qualifications.

(b) In the event that a work assignment change is implemented, the contractor shall not be required to become a signatory to an area-wide collective bargaining agreement to which the contractor is not currently a party. The MAC Local Unions agree that in such instance the Local Unions will supply the required craft workers to the contractor provided the contractor agrees in writing to abide by the terms of the applicable collective bargaining agreement but only for the MAC project.

(c) Any arrangements agreed upon to allow for inter-union supply of workers during periods of worker shortages affecting some of the MAC Local Unions will not be precedent setting for future work assignments.

3. Any disagreement regarding a work assignment may be submitted for resolution to the MAC permanent Mediator/Arbitrator by any MAC Local Union or contractor. The MAC Mediator/Arbitrator will schedule a hearing in the location of the disagreement within three working days of receipt of the request. The hearing process shall be as follows:

(a) The parties in disagreement will have an opportunity to present their respective positions. Each party will complete its presentation within one half-hour. Each party will have fifteen minutes for rebuttal.

(b) Upon conclusion of the presentations and rebuttals, the Mediator/Arbitrator will conduct a mediation conference with the parties in an attempt to arrive at a mutually satisfactory resolution. The mediation effort will not exceed two hours.

(c) In the event that mediation is not successful, the Mediator/Arbitrator shall have full authority as Arbitrator to render a final and binding decision. In rendering his decision, the Arbitrator shall apply the criteria set forth in Article V, Section 8, of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or the criteria set forth in any successor plan adopted in the future by the Building and Construction Trades Department. The decision will be in writing and served upon the parties via e-mail within three working days from the close of the hearing. The decision will not require an opinion.

(d) The fees and expenses of the Mediator/Arbitrator shall be borne equally by the parties if the matter is resolved during mediation or by the losing party or parties, as designated by the Mediator/Arbitrator, if the matter is decided by the Mediator/Arbitrator. To ensure prompt payment, MAC will pay the Mediator/Arbitrator directly but the responsibility to pay the fees and expenses will remain the responsibility of the applicable MAC Local Union(s) and/or contractor, which will reimburse MAC within ten days of receipt of the request for reimbursement.

4. Agreements reached during mediation and decisions of the Mediator/Arbitrator shall be final, binding and conclusive on the MAC Local Unions and contractors involved on the particular MAC project where the disagreement arose and neither the MAC Unions not the contractor may seek to resolve the matter in any other forum.

Signed this 9th day of January 2007

United Association of Plumbers, Pipefitters & Sprinklerfitters

International Association of Sheet Metal Workers

International Association of Heat and Frost Insulators & Asbestos Workers

International Brotherhood of Electrical Workers

International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers

International Union of Elevator Constructors

Agreed to and accepted by: _____for the
(Name of Contractor)

_____ project this
(Name of MAC project)

_____ day of _____, 20__.

_____
Signature of Contractor

APPENDIX B

National Construction Alliance Jurisdictional Policy

The jurisdictional boundaries of basic trade and building trade unions are relatively well defined. The vast majority of work task assignments are undisputed. The three basic trades forming the National Construction Alliance have set forth their respective core jurisdictions for the construction industry, attached hereto as Appendix 1 through 3. The basic trades are committed to honoring their respective, well-established core jurisdictions.

However, when jurisdictional disputes arise, they frequently dominate not only the relationship between the disputing labor organizations but also the relationship between those organizations and the contractor or owner. It is vital to the interests of those working in the construction industry that jurisdictional questions be resolved efficiently and without disruption to the construction process. The NCA is committed to working with owners and contractors to establish a more modern system reflecting the current reality within the construction industry for the resolution of jurisdictional disputes. Accordingly, the NCA will work to facilitate the informal resolution of jurisdictional issues where owners or contractors so desire. Alternatively, the NCA endorses the following Jurisdictional Disputes Resolution Procedure, for use on a project-by-project or agreement basis where an owner seeks a formal jurisdictional dispute resolution procedure.

Terrence M. O'Sullivan
General President
Laborers International Union of North America

Vincent J. Giblin
General President
International Union of Operating Engineers
North America

Douglas J. McCarron
General President
United Brotherhood of Carpenters and Joiners of America

January 12, 2007

Jurisdiction Dispute Resolution Procedure

National Construction Alliance

All questions, complaints or disputes dealing with a determination of craft jurisdiction shall be resolved through the application of the following jurisdictional criteria and procedures.

Work assignments should be made by the contractor and jurisdictional questions, complaints or disputes should be resolved on the basis of the following jurisdictional criteria. In the first instance, questions, complaints or disputes should be resolved on the basis of agreements between the unions, including both international and local area agreements. Where there is no such agreement or the agreement is insufficient to resolve the particular question or dispute, consideration should then be given to both contractor preference and to local area practice. The relative weight to be given to contractor preference as compared to local area practice will vary depending on the circumstances, for example, the inherent weight of reasons advanced by a contractor justifying its preference versus the quality and uniformity of the local area practice.

Jurisdictional disputes shall be resolved through the following procedure:

1. Disputes shall be referred initially to the business representatives of the unions involved in the dispute and to the contractor's authorized representative, who shall then meet at a location acceptable to all parties. Normally, a jurisdictional dispute will be identified and the meeting between the disputing unions and the contractor's authorized representative will occur at the pre-job conference. If identification and discussion of the dispute does not occur at the pre-job conference, identification and discussion shall occur as promptly as circumstances permit.

2. Jurisdictional disputes which cannot be resolved at the local level within seven days of being identified may be referred to the international unions involved within five days thereafter. This step shall be deemed exhausted seven days after referral.

3. Jurisdictional disputes not resolved at the local or international union levels may be referred by any party to arbitration within five days of exhaustion of Step two. Referral to arbitration shall be accomplished by submission of a written request for referral to arbitration to the Executive Vice President of the NCA, ray@ncabuild.org or (fax) 202.347.1661, who shall be responsible for administration of the arbitral process. The parties will choose a permanent arbitrator and an alternate to hear disputes arising under this procedure.
The Executive Vice President of the NCA will make arrangements for the timely hearing of the dispute by the permanent arbitrator, or the alternate if the permanent arbitrator is not available.

There shall be no strikes or work stoppages because of any jurisdictional dispute. Pending the resolution of any jurisdictional dispute, the work will continue as originally assigned by the contractor. Illegal strikes or work stoppages because of

jurisdictional dispute shall be subject to a fine of up to $50,000 per shift where deemed appropriate by the permanent arbitrator. Claims of the illegal strike or work stoppage subject to such fine may be filed by the contractor directly at Step 3 of this procedure for hearing by the permanent arbitrator. Any determination or resolution made pursuant to this procedure, including determination or resolution by arbitration or mediation, shall be final and binding on the disputing unions and the contractor on this project only and shall not establish a precedent on other project sites.

The following rules shall apply in any arbitration conducted under this procedure:

(a) The jurisdictional dispute or question shall be determined or mediated based upon the jurisdictional criteria, including the priority of the criteria, set forth above.

(b) The hearing will be conducted in the geographical area where the jurisdictional dispute has occurred. Each of the parties' (Employer/Union(s)) cases shall be presented by a representative of their respective organizations. No party will be represented by legal counsel nor will any legal counsel make an appearance at the hearing proceedings.

(c) Each party to the dispute will have one-half hour to present its case. Witnesses may appear but will not be placed under oath. The introduction of any witnesses shall not extend the one-half hour time period. There shall be no objections made during the presentation of cases.

(d) Upon the completion of the one-half hour initial presentations each party will be entitled to a fifteen-minute rebuttal period. Such rebuttals will be heard in the same order as the initial presentations. There shall be no objections made during the rebuttal period. Witnesses may be recalled.

(e) At the conclusion of presentations and rebuttals, the Arbitrator will conduct a mediation conference between the parties in an attempt to arrive at a satisfactory resolution to the dispute. This mediation shall not exceed two hours in duration. In the event that mediation resolves the dispute, such resolution will be reduced to writing and signed by the parties and the Arbitrator.

(f) In the event that mediation is not successful, the Arbitrator will close the proceedings and shall have full authority to render a final and binding decision in resolution of the jurisdictional dispute. The decision will be in writing and served upon the parties via e-mail within three working days from the day following the hearing. The decision will not require an opinion.

The losing party(s) as determined by the Arbitrator shall be responsible for the fee and expenses of the Arbitrator. Said fee and expenses will be invoiced to the losing party(s) by the office of the National Construction Alliance.

APPENDIX C

Jurisdiction Dispute Resolution Procedure

In the event a jurisdictional dispute arises while the parties are attempting to negotiate an alternative resolution mechanism either party may refer the jurisdictional dispute to the General Presidents of the affected unions, and if the General Presidents cannot resolve the dispute within five (5) business days of the dispute being referred to them for resolution, the dispute shall be resolved as follows:

The Panel of Permanent Arbitrators shall be composed of: John Kagel, Gerald McKay, Robert Hirsch, William Riker and Barry Winograd. The Arbitrator shall be selected by alternately striking the names of Arbitrators from the list of five (5) permanent Arbitrators. Each craft shall have three (3) days to cross off the names of two Arbitrators. If a party does not respond, this means any Arbitrator is acceptable. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis and resolve the dispute. The Arbitrator shall render his decision within three (3) days of the hearing.

In rendering his decision, the Arbitrator shall determine:

1. First, whether a previous agreement of record that was unabrogated as of January 1, 2007, or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;

2. If the Arbitrator cannot resolve the matter based on No. 1 then if the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute, prior to the hearing, that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job as a prevailing practice, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;

3. If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and;

4. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good

management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall comply with the Code of Professional Responsibility for Arbitrators of Labor Management Disputes jointly adopted by the National Academy of Arbitrators, the American Arbitration Association and the Federal Mediation and Conciliation Service. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

5. Unabrogated agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.

6. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

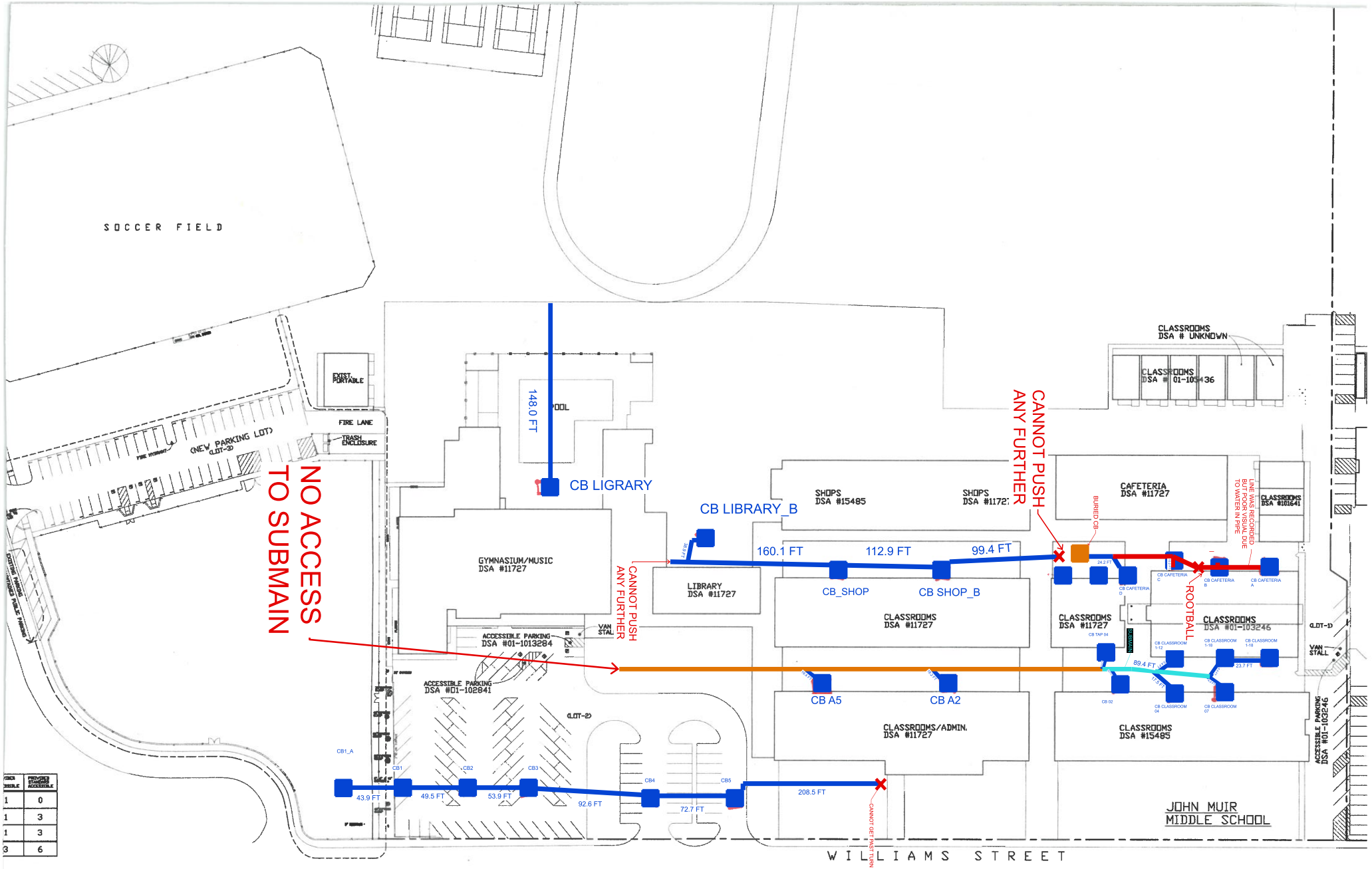
7. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

8. ENFORCEMENT

A. If the claims of the challenging trade are upheld in the decision of the Arbitrator, and work onsite is being performed on the eighth calendar day after the issuance of that decision, the assigned trade shall cede the work in question to the challenging trade and withdraw its members from said work, and the affected Employer shall employ members of the challenging trade on said work. This shall be termed the effective date of the decision. If the eighth calendar day after the issuance of said decision falls on a weekend or on a holiday, the effective date shall be the next working day. Holidays shall include and be limited to New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

B. The Arbitrator shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable

costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.



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5 SITE PLAN

SP-MUIR-MOD1AA11

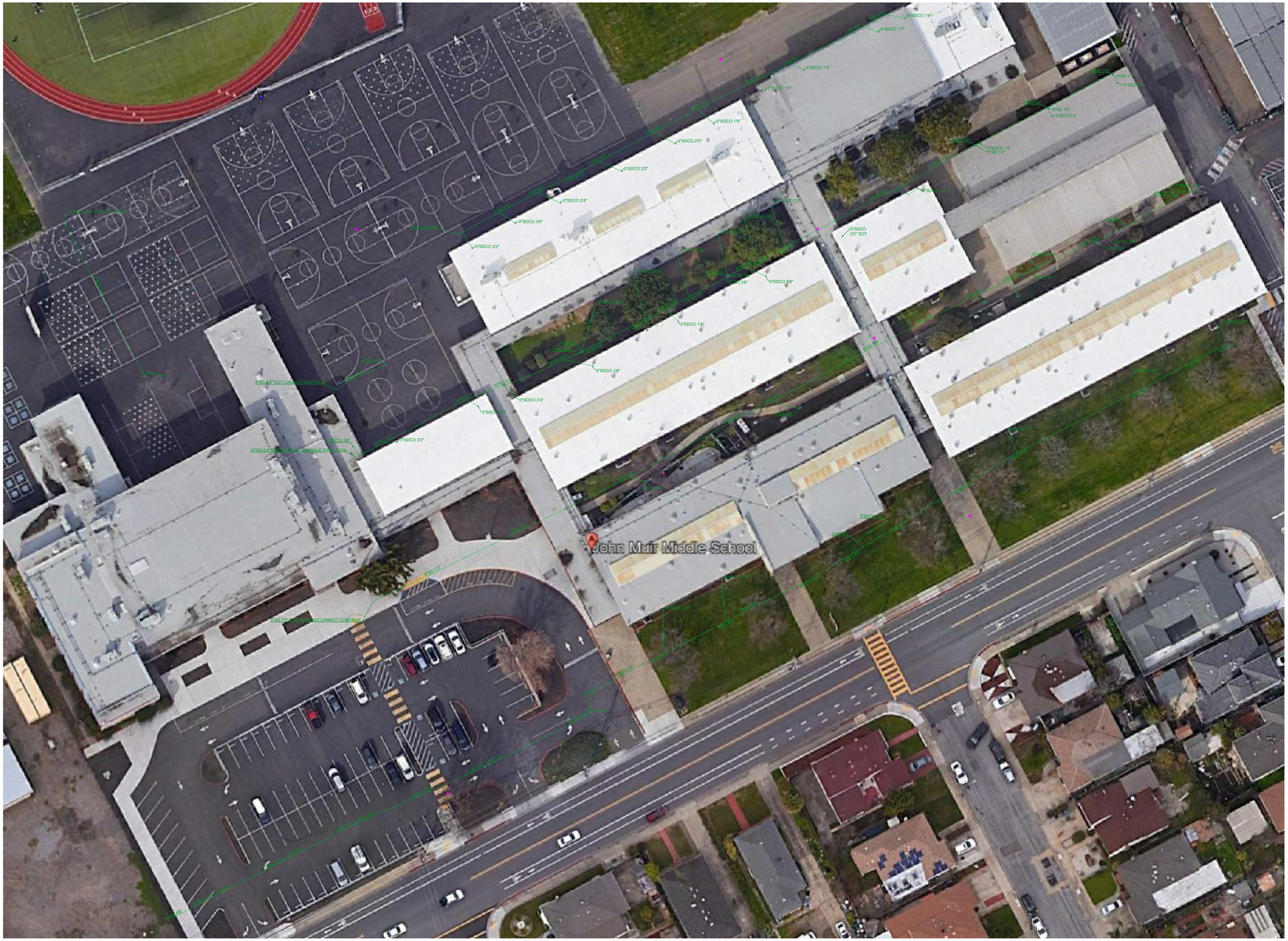
STORM DRAIN

No.	Revisions	Date

Jeffery E. Wong Architects,
1727 Martin Luther King, Jr. Way, Suite 210
Oakland, California 94612
Tel 510-465-6780 Fax 510-465-7741

Project Title
SAN LEANDRO UNIFIED SCHOOL DISTF
SITE IMPROVEMENTS TO JOHN MUIR MIDDLE SCHOC
1444 WILLIAMS STREET
SAN LEANDRO, CA 94577

Sheet Title SITE PLAN


3"SDCO 1'6"
3"SDCO 1'7"
3"SDCO 1'4"
3"SDCO 1'4"
3"SDCO 1'9"
3"SDCO 2'0"
3"SDCO 2'2"
3"SDCO 2'4"
3"SDCO 3'6"
3"SDCO 3'2"
3"SDCO 2'2"
3"SDCO 1'10"
3"SDCO 6"
3"SDCO 1'0"
3"SD 1'2"
3"SDCO
2'0" EOT
3"SDCO 1'8"
3"SDCO 1'4"
3"SDCO 1'8"
3"SDCO 2'4"
3"SDCO 3'6"
3"SDCO 3'2"
3"SDCO 2'4"
10"SD 6'4" EOT CANNOT CONTINUE PAST TURN
6"SD 5'6" EOT CANNOT CONTINUE
John Muir Middle School

DOCUMENT 00 11 16

INVITATION TO BID

1. Notice is hereby given that the governing board ("Board") of the **San Leandro Unified School District** ("District" or "Owner") will receive sealed bids for the following project, Bid No. **19-11** ("Project" or "Contract"):

John Muir Middle School Landscape Project
(Project Name)

To bid on this Project, all the subcontractors are required to have been prequalified by the District. The following license classifications that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) that is bidding directly to the District are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. All prequalification questionnaires will be received until **3:00 p.m.**, **December 23rd, 2019**, at the **RGMK/Bond Office #1**, located at **14735 Juniper Street, San Leandro California**.

2. Sealed Bids will be received until **2:00 p.m.**, on **Thursday**, **January 9th, 2020,** at the **RGMK/Bond Office #1**, located at **14735 Juniper Street, San Leandro California**, at or after which time the bids will be opened and publicly read aloud. 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. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

3. The Project consists of:

Upgrade of existing landscape and the correction of drainage issues.
Proposed improvements for John Muir Middle School include new courtyards and paving conditions to address existing drainage issues and provide durable access to exiting classrooms.

4. The Engineer's estimated value of this Project is **$785,000.00.** The Project duration shall be **Sixty-two (62)** Calendar Days.

5. The District has adopted a Project Stabilization Agreement (PSA). The requirements will be discussed at the Mandatory Pre-Bid Conference. All bidders shall comply with the provisions of the PSA.

6. 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.

7. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor License **B** as required by California State License Board (CSLB). All Contractors/ Subcontractors shall be in possession of current and appropriate license as allowed and accepted by the CSLB for all "Work" being performed under this contract. CSLB 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, Post Office Box 2600, Sacramento, California 98826, http://www.cslb.ca.

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

8. As security for its Bid, each bidder shall provide with its Bid form
   - a bid bond issued by an admitted surety insurer on the form provided by the District,
   - cash, or

- a cashier's check or a certified check, drawn to the order of the San Leandro Unified School District, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, 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.

9. 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 Project.

10. 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.

11. The successful Bidder and its subcontractors shall pay all workers on the Project 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. Prevailing wage rates are available from the District or on the Internet at: <http://www.dir.ca.gov>. Bidders and Bidders' subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

12. A **mandatory** pre-bid conference and site visit will be held on **Tuesday, December 17th , 2019,** at **2: 00 a.m**. at **RGMK/ Bond Office #1**, located at **14735 Juniper Street, San Leandro, California**. All participants are required to sign in at the Administration Building. The Site Visit is expected to take approximately **1** hour. Failure to attend or tardiness will render bid ineligible.

13. Contract Documents will be available upon request.
Please contact: **Nick Malve nickm@rgmkramer.com 925-768-0437**

14. The District's Board reserves the right to reject 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.

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

The base bid amount only.

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 Leandro Unified School District ("District" or "Owner") 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. **Project.** Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

John Muir Middle School Landscape Project
(Project Name)

2. To bid on this Project, all subcontractors are required to have been prequalified by the District. The following license classifications that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) that is bidding directly to the District are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

3. **Sealed Bids.** District will receive sealed Bids from Bidders as indicated in the Notice to Bidders and each Bidder shall ensure that its Bid:

   a. Is sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids;

   b. Contains all documents as required herein; and

   c. Is submitted by date and time shown in the Notice to Bidders.

4. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids.

5. **Bid Form.** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

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

   - Bid Bond or other security
   - Designated Subcontractors List
   - Site-Visit Certification, if a site visit was required
   - Noncollusion Declaration
   - Iran Contracting Act Certification

a. **Bid Bond or Other Security.** Bidders must submit their Bid Form with 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 their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

b. **Designated Subcontractors List.** 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 non-responsive and the Bid will not be considered.

c. **Site Visit Certification.** If a mandatory pre-bid conference and site visit ("Site Visit") is requested 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 presented 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.

d. **Noncollusion Declaration.** Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.

e. **Iran Contracting Act Certification.** Bidders shall submit the Iran Contracting Act Certification with their Bids. Bids submitted without the Iran Contracting Act Certification shall be deemed non-responsive and will not be considered.

7. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.

8. **Words / Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.

9. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder 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 State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. 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 the DIR are available from the District or on the internet (http://www. dir.ca.gov).

10. **Contractor Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.

11. **DVBE.** 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. For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Bidders should not submit these forms with their Bids.

12. **Bidder Diligence.** Submission of Bid signifies careful examination of the Contract Documents and a 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 Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

    a. Bidder has visited the Project 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 Price, 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 thereof by the District is 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 the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder 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 of Bidder drawn from such information; nor is 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 Project 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 Project 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.

13. **As-Builts.** 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.

14. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. 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.

15. **Addenda.** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.

16. **Substitution for Specified Items**. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the Special Conditions, the Specifications and the following:

    a. **Request for Substitution Prior to Bid**.

        (1) District must receive any request for substitution a minimum of **SEVEN (7)** calendar days prior to the date of bid opening.

        (2) The District's denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the District has not approved. Bidder's Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.

        (3) Approved substitutions shall be listed in Addenda.

        (4) District reserves the right not to act upon submittals of substitutions until after the date of bid opening.

    b. **Request for Substitution after Bid Award**. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions.

    c. **Information with Request.** Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

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

18. **Notice of Award.** The Bidder awarded the Contract 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, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by District as liquidated damages, in District's sole discretion.

    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 Escrow of 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 (100%) (Contractor's Labor and Material Bond): 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 Veterans' 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. Roofing Contract Financial Interest Certification

19. **Notice to Proceed**. District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 3-month period.

    a. The District may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.

    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 the 3-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond the 3-month period shall be by written notice to District within **SEVEN (7)** calendar days after receipt by Contractor of District's notice of postponement.

    c. It is further understood by Contractor that in the event Contractor terminates the Contract as a result of postponement by the District, 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 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.

20. **Bid Protests.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** Business Day following the date of bid opening.

    a. The protest must contain a complete statement of any and all bases for the protest.

    b. The protest must refer to the specific portions of all documents that form the bases for the protest.

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

d. 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.

e. 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.

21. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).

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

END OF DOCUMENT

DOCUMENT 00 31 19

EXISTING CONDITIONS

1. Summary

This document describes existing conditions at or near the Project and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein. Contractor is required to request from the District a copy of any reports that it believes are necessary to perform Contractor's Work in a safe, efficient and workman-like manner.

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 District, its consultants, contractors, and tenants. These documents may 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.

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

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

N/A

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 Contractor by the performance of its own independent investigation that Contractor must perform as a condition to bidding, and Contractor 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 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

To: Governing Board of **San Leandro Unified School District** ("District" or "Owner")

From: (Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders, the Instructions to Bidders, and the Special Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. [PROJECT NUMBER].

PROJECT: **John Muir Middle School Landscape Project**

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

_____ **Dollars**	**$ __**
TOTAL BASE BID	

Additive/Deductive Alternates:

Alternate #1: Repair concrete condition at areas of bench removal by cafeteria instead of new concrete paving. See sheet L-2.0

__ dollars	$ __

Alternate #2: Cast in place concrete paving to replace all permeable interlocking concrete pavers throughout site. See sheet L-2.0

__ dollars	$ __

Alternate #3: In ground planter well to replace raised planter walls at Northeast courtyard. See sheet L-2.1

__ dollars	$ __

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following additive/deductive unit price(s), which the Bidder must provide, and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

Additive/Deductive Price(Per SQFT): Concrete Flatwork

	__ dollars $ __

Additive/Deductive Price(Per SQFT): Pavers

	__ dollars $ __

2. **Allowance(s).** The Bidder's Base Bid shall **NOT** include Allowance(s).

3. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, 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 bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

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

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

6. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:

    - The liquidated damages clause of the General Conditions and Agreement.
    - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful

bidder can receive from the District.

- The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.

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

8. **Attachments.** The following documents are attached hereto:

   - The Bid Bond on the District's form or other security
   - The Designated Subcontractors List
   - The Site-Visit Certification, if a site visit was required.
   - The Non-collusion Declaration
   - Iran Contracting Act Certification

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

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
☐ Or check here if **no** addenda were issued.	

10. Bidder's License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.

- 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

12. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor

Commissioner, and are registered pursuant to Labor Code section 1725.5.

13. **Prequalification.** To Bid on this project, all the subcontractors are required to have been prequalified by the District. The following license classifications have also been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

14. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.

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

16. **False Claims Act.** 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, Cal. 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.

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 _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail_____Web page _____

Bidder's DIR Registration No.: No.:_____

Contractor's License No(s): No.:_____Class:_____Expiration Date: _____

No.:_____Class:_____Expiration Date: _____

No.:_____Class:_____Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

DOCUMENT 00 43 13

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned,_____as Principal ("Principal"),

and_____as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of _____

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

San Leandro Unified School District ("District") of_____County, State of

California as Obligee, in the sum of_____($_____)

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;

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the

_____ day of_____, 20__.

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: **John Muir Middle School Landscape Project**

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.

2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

3. If alternate bids 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 (1/2 of 1%) of Bidder's total Bid, including alternates.

4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.

5. Bidder need not list entities that are only vendors or suppliers of materials.

6. The following license classifications must also have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.

7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.

8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.

9. **The District will permit each Bidder to submit each listed subcontractor's CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.**

10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name:_____ Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____ DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

Subcontractor Name:_____Location: _____

Scope of Work: _____

If DVBE, Percent of Work:_____% CSLB No.:_____DIR No.: _____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 01

SITE-VISIT CERTIFICATION

PROJECT: **John Muir Middle School Landscape Project**

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work 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 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 relieves and releases the [DISTRICT] School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s), 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: _____

END OF DOCUMENT

DOCUMENT 00 45 13

PREQUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE BIDDERS

_____, 20__

The **San Leandro Unified School District** ("District") has determined that contractors on future projects ("Contractor(s)" or "Firm(s)") must be prequalified prior to submitting a bid or proposal on a project. This form must be completed by:

- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a **general contractor** (prime contractor) directly to the District.

- A Contractor with a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a **first-tier subcontractor** to a general contractor (prime contractor) that is bidding directly to the District.

Form Submission. Contractors must complete this District form; no other prequalification documents submitted by a Contractor will meet the District's requirements. All Contractors shall submit completed questionnaires and financial statements as follows:

Location	Date
San Leandro Unified School District 14735 Juniper Street San Leandro, CA 94577 Attn: RGM Kramer Bond Office #1	First-tier subcontractors **and** general (prime) contractors December 23rd, 2019

Contractor List. The District will make available a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors to all prequalified Contractors at least five (5) Business Days prior to the date for submission of any response to a District bid or other solicitation covered by this prequalification.

References. The District reserves the right to contact any representative at Contractor's previous projects to gather information about the Contractor and/or to base the District's prequalification determination on a scoring of Contractor's references' responses to questions.

Updates. Contractors who are prequalified must update their prequalification questionnaire if or when Contractor's status or information changes. The District reserves the right to adjust, suspend, or rescind the prequalification rating of any Contractor based on subsequently learned information.

Non-responsiveness. A Contractor's prequalification questionnaire shall be deemed nonresponsive if, without limitation, the Contractor's prequalification questionnaire is not returned on time, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind the Contractor, is not updated as required or is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported).

Rejection/Waiver/Request. The District reserves the right, in its sole discretion, to reject any or all prequalification questionnaires, to waive irregularities in any prequalification questionnaire or to request further information or documentation from any Contractor.

Public Records. Although the names of Contractors seeking prequalification may be public information, pursuant to, without limitation, Public Contract Code sections 20111.5(a) and 20111.6 (b), each Contractor's questionnaire and financial statements "shall not be public records and shall not be open to public inspection." However, the contents of Contractor's prequalification questionnaires and financial statements may be disclosed to third parties for purposes of clarification or investigation of material allegations or in any appeal process.

Appeal. A Contractor may appeal the District's decision. If a Contractor decides to appeal the District's prequalification decision, it must follow the following procedure:

1. Contractor shall submit, in writing, within five (5) Business Days from District's determination, a request for a written response from the District to explain the District's determination.

2. Within five (5) Business Days from receipt of the District's written response to the Contractor's request, Contractor may submit, in writing, a request for a meeting with the District's staff. Contractor may submit with the request any and all information that it believes supports a finding that District's determination should be changed.

3. District staff shall hold a meeting with the Contractor. If the Contractor continues to contest the District's determination after that meeting with District staff, then the Contractor may address the Board at the next public noticed meeting of the District's governing board, pursuant to the governing board's procedures for public comment. **TO PRESERVE THE CONTRACTOR'S RIGHT TO CHALLENGE THE DISTRICT'S DETERMINATION, THE CONTRACTOR SHALL ADDRESS THE BOARD AT THE NEXT PUBLIC NOTICED MEETING OF THE BOARD AFTER CONTRACTOR'S MEETING WITH DISTRICT STAFF.**

4. FAILURE OF A CONTRACTOR TO TIMELY FOLLOW ALL APPEAL STEPS SHALL BE A WAIVER OF THE CONTRACTOR'S RIGHT TO APPEAL THE DISTRICT'S DECISION.

CONTRACTOR (OR "FIRM") INFORMATION

Contractor's company name:
Address:
Telephone:
Mobile telephone:
E-mail:
Years in business under current company name:
Years at the above address:
Types of work performed with own forces:
Gross revenue of the Firm for the past three (3) years:

$	$	$

Submit an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

Name of license holder exactly as on file with the California State License Board:
License classification(s):
License Number(s):
License expiration date(s):
Department of Industrial Relations registration number (Per Labor Code section 1725.5):
Number of years license holder has held the listed license(s):
Number of years Contractor has done business in California under contractor's license law:
Number of years Contractor has done business in California under **current** Contractor's license:
Has your Firm changed name(s) or license number(s) in the past five (5) years? (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.
Has there been any change in ownership of the Firm at any time in the past five (5) years? **NOTE**: A corporation whose shares are publicly traded is not required to answer this question. (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.
Is the Firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE**: Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Firm holds a similar position in another firm. (Y / N). If "yes", explain on a separate signed sheet, the name of the related company(ies) and the percent ownership.
Indicate the form of Contractor's firm (type of business entity): ____ Individual ____ Sole Proprietorship ____ Partnership ____ Limited Partnership ____ Corporation, State: _____ ____ Limited Liability Company ____ Joint Venture ____ Other: _____
List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the Contractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent

ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

Identify every construction firm, contractor and/or construction management firm that the Contractor or any person listed above has been associated with (as officer, general partner, limited partner, owner, RMO, RME etc.) at any time during the **past five (5) years** ("Associated Firm"). Include all additional references and/or information on separate signed sheets. NOTE: For this question, "owner" and "partner" refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. include all additional information on separate signed sheets as needed.

Name of Person at Associated Firm	Name of Associated Firm	Contractor's License No. of Associated Firm	Dates of Person's Participation with Associated Firm

CONTRACTOR'S BONDING COMPANY (SURETY) INFORMATION

Name(s) of bonding company(ies) your Firm has utilized over the past five (5) years (not broker or agency):

Address(es) of those bonding company(ies):

Number of years Contractor has been with those bonding company/surety:

Name of broker/agent:
Address of broker/agent:
Telephone number of broker/agent:
E-mail of broker/agent:
Contractor's total current bonding capacity: $

CONTRACTOR'S INSURANCE INFORMATION

Name of insurance company(ies) your Firm has utilized over the past five (5) years (not broker or agency):
Address of those insurance company(ies):
"Best" rating(s) for those insurance company(ies):

Number of years Contractor has been with those insurance company(ies):		

Name of broker/agent:
Address of broker/agent:
Telephone number of broker/agent:
E-mail of broker/agent:
Contractor's current insurance limits for the following types of coverage:

Commercial General Liability	Combined Single Limit (per occurrence)	$
	Combined Single Limit (aggregate)	$
Product Liability & Completed Operations	(aggregate)	$
	(per occurrence)	$
Automobile Liability – Any Auto	Combined Single Limit (aggregate)	$
Automobile Liability – Any Auto	Combined Single Limit (per occurrence)	$
Employers' Liability		$
Builder's Risk (Course of Construction)		

Workers' Compensation Experience Modification Rate for the past five (5) premium years:

(1) Current year:	(2)	(3)
	(4)	(5)

QUESTIONS

Pass/Fail Questions (Essential Criteria)

1.	Has your Firm contracted for and completed construction of a minimum of: • **Four** (**4**) California K-12 public school district construction projects, • Each with a value of at least **$500,000,** and • All within the past **five (5) years**? (Please circle one). **NOTE**: You **must** list these projects in the "Contractor Project References" Section.	YES NO NO = cannot prequalify
2.	Does your Firm currently hold all contractors' license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? (Please circle one).	YES NO NO = cannot prequalify
3.	Has your Firm or an Associated Firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years? (Please circle one).	YES NO YES = cannot prequalify
4.	Has your Firm or an Associated Firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? (Please circle one).	YES NO YES = cannot prequalify
5.	Has your Firm or an Associated Firm or any of their owners or officers been convicted of a crime under federal, state, or local law involving: (1) Bidding for, awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity; or (3) Fraud, theft, or other act of dishonesty to any contracting party within the past **ten (10) years**? (Please circle one).	YES NO YES = cannot prequalify
6.	Has a performance bond surety for your Firm or a performance bond surety for an Associated Firm had to: (1) Takeover or complete a project, (2) Supervise the work of a project, or (3) Pay amounts to third parties, related to construction activities of your Firm or an Associated Firm within the past five (5) years? (Please circle one).	YES NO YES = cannot prequalify



If you answered:
"NO" to questions 1-2 or
"YES" to questions 3-6, then STOP.
You are not eligible for prequalification at this time.

Scored Questions		
1.	Has your Firm paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the project name(s), damages(s), and date(s).	YE NO
2.	Has your Firm paid a premium of more than one percent (1%) for a performance and payment bond on any project(s) within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the project name(s), the premium amount(s), and date(s).	YE NO
3.	Has any insurer had to pay amounts to third parties that were in any way related to construction activities of your Firm within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the project name(s), the amount(s) paid, and date(s).	YE NO
4.	Has your Firm's Workers' Compensation Experience Modification Rate exceeded 1.0 at any time for the past five (5) premium years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the EMR(s) and the applicable date(s).	YE NO
5.	Has there been a period when your Firm had employees but was without workers' compensation insurance or state-approved self-insurance within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the reason(s) for not having this insurance and the applicable date(s).	YE NO
6.	Has your Firm declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle one). If YES, explain and indicate on separate signed sheet(s) the type of bankruptcy, the Firm's current recovery plan, and the applicable date(s).	YE NO
7.	Has your Firm been denied bond coverage by a surety company, or has there been a period of time when your Firm had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one). If YES, provide details on a separate signed sheet indicating the date(s) when your Firm was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.	YE NO
8.	Has a project owner, general contractor, architect, or construction manager filed claim(s) in an amount exceeding $50,000 against your Firm, or has your Firm filed claim(s) in an amount exceeding $50,000 against a project owner, general contractor, architect, or construction manager in the past five (5) years? If YES, explain and indicate on separate signed sheet(s) the project name(s), claim(s) and the date(s) of claim(s).	YE NO

9.	Has your Firm or an Associated Firm been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? If "YES," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s).	YE NO
10.	Has your Firm been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years? If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.	YE NO
11.	Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against your Firm, including any "serious," "willful" or "repeat" violations of safety or health regulations within the past five (5) years? If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.	YE NO
12.	Has your Firm been required to pay either back wages or penalties for its failure to comply with California's prevailing wage laws, with California's apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years? If "yes," indicate on separate signed sheet(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your Firm was required to pay.	YE NO
13.	Does your Firm require **weekly**, documented safety meetings to be held for construction employees and field supervisors during the course of a project?	YE NO
14.	Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your Firm for use on any public work project for which you are awarded a contract by the District.	

CONTRACTOR PROJECT REFERENCES

List **ALL** projects in which your Firm has participated as a contractor or first-tier subcontractor during the past **five (5) years** with a Firm contract value of more than **$500,000.**

- You may limit your response to the thirty (30) most-recently completed projects, but you **must** include at least the four (4) most recent California K-12 public school projects with a contract value of more than $500,000 performed by your Firm.
- Include all information indicated below on separate signed sheets as necessary, and explain or clarify any response as necessary

Project Name/Identification:
Project address/location:
Project owner, contact person, and telephone:
Project architect name and telephone number:
If contractor was a subcontractor on the project, name of general contractor and telephone number:
Scope of Work:
Original completion date:
Date completed:
Initial contract value (as of time of bid award):
Final contract value:
Did the project include constructing or modernizing an earthquake resistant building?

CERTIFICATION

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 Contractor: _____

Signature: _____

By: _____ (Print Name)

Title: _____

DOCUMENT 00 45 19

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the_____[**PRINT YOUR TITLE**]

of_____[**PRINT FIRM NAME**],

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Bidder: _____

City, State: _____, _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: **19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Bidder's Total Base Bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but Bidder 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 § 2203(b), and Bidder is 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.

OR

☐ 3. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid**.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "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:
>
> 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its 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 the Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

DOCUMENT 00 45 50

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: **19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "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 Project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 55

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO**.: 19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") 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.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.

2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.

3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.

4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.

5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.

    a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.

    b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.

        i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.

        ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name:_____ Date: _____

Project Name:_____ Project Number: **19-11**

DVBE Firm Name	**Trade / Portion of Work**	**Subcontract/ Contract Value**
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO _____

If your response is "NO," please attach to this report a detailed description of the reasons your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 60

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

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

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

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

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

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required 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 section 8350 et seq.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 65

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO**.: 19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "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. 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.

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 70

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc (the "Contractor" or the "Bidder") (the "Contract" or the "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 (.1%) asbestos shall be defined as asbestos-containing material.

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 75

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

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

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

1. Lead as a Health Hazard

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

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

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 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 ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

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

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

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors

subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

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

b. Removal or encapsulation of materials containing lead;

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

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

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

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

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must 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 must be coordinated through the District. A signed copy of this Certification must 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

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply 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 requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot 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 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 District'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 80

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of sections 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.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

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 Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 85

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: **19-11** between **San Leandro Unified School District** (the "District" or the "Owner") and Suarez & Munoz Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that:

(1) He/she is a representative of the Contractor,
(2) He/she is familiar with the facts herein certified,
(3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
(4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor 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 California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: http://oag.ca.gov/fingerprints/agencies) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, 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 has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: _____, 20___

To: _____
("Contractor")

_____
(Address)

From: Governing Board ("Board") of **San Leandro Unified School District** ("District" or "Owner")

Re: **John Muir Middle School Landscape Project**

Contractor was awarded the Contract 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 the 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.

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

Contractor shall execute and submit the following Contract 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 the following Contract Documents entitles District to foreclose on Contractor's bid bond and award the contract to the next responsive, responsible bidder.

a. Agreement: Submit four (4) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**

b. Escrow of Bid Documentation: Include all required documentation. Refer to the Escrow of Bid Documentation document for details.

c. Performance Bond (100%): Fully executed form provided in the Contract Documents.

d. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.

e. Insurance Certificates and Endorsements.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Disabled Veterans' 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. Roofing Contract Financial Interest Certification

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

District will return to Contractor one fully signed counterpart of the Agreement.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 5th DAY OF February, 20 20, by and between the **San Leandro Unified School District** ("District" or "Owner") and **Suarez & Munoz Construction, Inc.** ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall 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:

   PROJECT: **John Muir Middle School Landscape Project**
   ("Project" or "Contract" or "Work")

   The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**:

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

   b. **Interpretation of Contract Documents**: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

      (i) District-approved modifications, beginning with the most recent (if any);
      (ii) Agreement;
      (iii) Special Conditions (if any);
      (iv) Supplemental Conditions (if any);
      (v) General Conditions;
      (vi) Remaining Division 0 documents (Documents beginning with "00");;
      (vii) Division 1 Documents (Documents beginning with "01");
      (viii) Technical Specifications
      (ix) Drawings

      In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

3. **Time For Completion**: It is hereby understood and agreed that the Contractor shall complete the Work within **Sixty-Seven, (67)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be

considered to have Project Float

4. **Completion-Extension of Time**: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. 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 allows for 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.

5. **Liquidated Damages**: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the following sum(s) as liquidated damages ("Liquidated Damages"):

    - **Submittal of any item on approved Submittal Schedule: Hundred and Fifty dollars ($ 150)** per day as Liquidated Damages for each day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.

    - **Project Completion: One Thousand Five Hundred dollars ($ 1,500)** per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.

    a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones and the entire Project, Contractor will forfeit and pay three separate Liquidated Damages amounts.

    b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount, nor any portion of the Liquidated Damage amount are penalties.

    c. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.

    d. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor District's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, shall be deemed a waiver of District's right to Liquidated Damages and/or the District's right to withhold Liquidated Damages from any amounts that would otherwise be payable to the Contractor.

    e. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.

    f. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

6. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

7. **Performance of Work**: If Contractor fails to perform the Work properly or fails 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, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

8. **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 have authority to approve and/or stop Work if 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. Contractor shall be liable for any delay caused by its non-compliant Work.

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

10. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type **B** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents. As required by California State License Board (CSLB). All Contractors/ Subcontractors shall be in possession of current and appropriate license as allowed and accepted by the CSLB for all "Work" being performed under this contract. CSLB 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, Post Office Box 2600, Sacramento, California 98826, http://www.cslb.ca.

11. **Payment of Prevailing Wages**: Contractor and all Subcontractors under Contractor shall pay all workers on 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.

12. **Contractor & Subcontractor Registration**: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

13. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

Eight Hundred Twenty-Three Thousand Dollars

($823,000.00), (**Base Contract Amount**)

a. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

14. **Authority of Contractor's Representative**: Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

15. **Severability**: If any term, covenant, condition, or provision 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.

16. **CONTRACTOR SPECIFICALLY AGREES TO ASSERT NO DEMANDS OR CLAIMS IN ARBITRATION OR LITIGATION UNLESS IT HAS STRICTLY COMPLIED WITH THE PROVISIONS IN THE "CLAIMS RESOLUTION" SECTION OF THE GENERAL CONDITIONS (DOCUMENT 00 70 00).**

Contractor's Initials Acknowledging "Claims Resolution" Requirements: _____

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

Dated: _____, 20___

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Print Name: Aaron Kerrigan

Print Title: Director of Facilities and Operations

Dated: _____, 20___

Suarez & Munoz Construction, Inc.
CONTRACTOR

By: _____

Print Name: _____

Print Title: _____

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 54 50

ESCROW OF 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. This material is referred to as "Escrow Bid Documentation." The Escrow Bid Documentation will be held in escrow by the District 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 to assist in the negotiation of price adjustments and change orders or the settlement of disputes or claims.

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 UNTILTHE ESCROW BID DOCUMENTATION 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. As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law. 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 it 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.

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.

c. **Subcontractors.** 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.

d. 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. 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.

e. **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.

f. 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/envelope within **SEVEN (7)** calendar days after the date of the Notice of Award. The container/envelope shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "***Escrow Bid Documentation – To be opened only after written notice to Contractor and District.***".

b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes of 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. **Subcontractors.** If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds five percent (5%) 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. Each subcontractor's documents can be sealed within Contractor's Escrow Bid Documentation and will only be opened if the change order or dispute at issue relates to that subcontractor(s)' scope of work.

d. If Contractor wishes to subcontract any portion of the Work after award of the Contract, 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 term of the Contract, at the District offices.

b. The Escrow Bid Documentation may be examined by the District, by the Contractor, and/or by both parties, upon **Five (5) Business Days** written notice from the party noticing the examination to the other party.

c. An examination is permissible at any time that one party reasonably believes that an examination of the Escrow Bid Documentation is necessary to assist in the negotiation of price adjustments and change orders or the settlement of disputes or claims. In the case of legal proceedings, Escrow Bid Documentation may be subject to the terms of an appropriate protective order, if requested via motion by Contractor and ordered by a court of competent jurisdiction.

d. If Contractor or District fails to designate a representative or fails to appear for the noticed examination, then the Contractor or District representative may examine the Escrow Bid Documents alone if a representative of the Contractor or District does not appear at the time set.

e. **Subcontractor.** If a subcontractor has submitted sealed information that is included in the Escrow Bid Documentation and that subcontractor is reasonably involved in the negotiation of price adjustments and change orders or the settlement of disputes or claims, then the party requesting examination (the Contractor or the District) is required to also notify that Subcontractor with the same **Five (5) Business Days** written notice that the requesting party sends to the other party.

f. The Escrow Bid Documentation will be returned to Contractor when the District accepts Project Completion, when all of Contractor's claims (if any) have been resolved to District's and Contractor's satisfaction, and when the Contractor certifies that it has no further claims against the District.

END OF DOCUMENT

DOCUMENT 00 54 55

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
(Public Contact Code § 22300)

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____ _____, 20_, by and between the following:

San Leandro Unified School District ("District" or "Owner"), whose address is at) 835 E. 14th St. San Leandro CA 94577, California, and **Suarez & Munoz Construction, Inc.** ("Contractor"), whose address is 2490 American Ave. Hayward, CA 94545 _____, and _____ ("Escrow Agent"), a state or federally chartered bank in 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 John Muir Middle School Landscape Project, in the amount of _____ ($ _____) dated, _____, 20_____, (the "Contract"); **or**

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

   When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities 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 pursuant to the Contract.

   Securities shall be held in name of **San Leandro Unified School District** and shall designate Contractor as beneficial owner.

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

3. When District makes payment of retention 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 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.

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.

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

IN WITNESS WHEREOF, the parties have executed this Escrow 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

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

END OF DOCUMENT

DOCUMENT 00 54 60

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

a. Contractor shall give written notice to District, Construction Manager, and Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

(1) Material that Contractor believes may be 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 Project 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 District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, District shall so notify Contractor in writing, stating reasons. If 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 District.

e. If after receipt of notice from 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 that portion of Work connected with the hazardous condition or affected area, 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 Project Site and the Work, training, and ability to comply fully with all applicable law and contract 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 havingjurisdiction.

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 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 provide that documentation immediately upon request, but in no event later than **THREE (3)** days 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 or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, 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 Project 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 Project Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste deposited in each landfill and receive from each facility 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 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 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 Contractor 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

a. To the extent permitted by law, the indemnity obligations, defense obligations, and limitations of liability expressed in 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

a. 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 Contract Documents’ provisions related to termination for cause shall apply without modification.

END OF DOCUMENT

DOCUMENT 00 54 70

STORM WATER POLLUTION PREVENTION PLAN

ALSO, THERE ARE SWPPP REQUIREMENTS IN THE FOLLOWING DOCUMENTS:

- **DOCUMENT 00 71 00 (SPECIAL CONDITIONS)**
- **DIVISION ONE, INCLUDING DOCUMENT 01 57 10 (STORM WATER POLLUTION PREVENTION PLAN – CONSTRUCTION)**

END OF DOCUMENT

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: _____, 20___

To: Suarez & Munoz Construction, Inc. _____
("Contractor")

_____
(Address)

From: Governing Board ("Board") of **San Leandro Unified School District** ("District" or "Owner")

Re: **John Muir Middle School Landscape Project**
("Project" or "Contract")

Contractor is hereby notified that the Contract Time under the Contract will commence to run on _____ _____, 20___. By that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the Contract Time and Project Completion is _____, 20__.

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

1. Contractor's preliminary schedule of construction.

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

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

4. Contractor's preliminary Contractor's Safety Plan specifically adapted for the Project.

5. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractor's License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a successful Project.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

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

John Muir Middle School Landscape Project
("Project" or "Contract")

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

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

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

_____ DOLLARS

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

- 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.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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, replace, 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's 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 shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: **(_____)_____-_____**

Fax No.: **(_____)_____-_____**

E-mail Address: _____

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**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

DOCUMENT 00 61 15

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **San Leandro Unified School District**, (or "District") and _____ _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

John Muir Middle School Landscape Project
("Project" or "Contract")

which Contract dated_____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

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 penal sum of:

_____ DOLLARS

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

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act 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 sections 9000 through 9566 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.

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 shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number 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 00

DISTRICT CONTRACT FORMS

Payment Application Form (Attached)

END OF DOCUMENT

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER EDITION ONE PAGE

TO OWNER: San Leandro Unified School District
835 E. 14th Street Suite 200
San Leandro, CA 94577

PROJECT:

APPLICATION No:

PERIOD TO:

PROJECT No's:

CONTRACT DATE:

Distribution to:

Δ OWNER
Δ CONST. MANAGER
Δ ARCHITECT
⌋ CONTRACTOR

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

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** ..... **$** _____
2. **Net Change By Change Orders** ..... **$** _____
3. **CONTRACT SUM TO DATE** (Line 1 ± 2)..... $ _____
4. **TOTAL COMPLETED & STORAGE TO DATE** ..... **$** _____
   (Column G on Continuation Sheet)
5. **RETAINAGE:**
   a. ____% of Completed Work .....$ _____
   (Column D + E on Continuation Sheet)
   b. ____% of Stored Material .....$ _____
   (Column F on Continuation Sheet)
   Total Retainage ..... $ _____
   (Line 5a + 5b or Total Column I on Continuation Sheet)
6. **TOTAL EARNED LESS RETAINAGE**..... **$** _____
   (Line 4 less Line 5 total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   ..... **$** _____
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... **$** _____
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies 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 been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:_____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this_____day of_____.

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onsite observation and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....**$** _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By:_____ Date: _____

ARCHITECT:

By:_____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollars. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED TO DATE (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E+ F)	% (G + C)	BALANCE TO FINISH (C – G)	RETAINAGE (IF VARIABLE RATE)

DOCUMENT 00 65 00

DISTRICT CLOSEOUT FORMS

[N/A]

END OF DOCUMENT

DOCUMENT 00 65 25

FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Final Settlement") is made and entered into this _____ day of_____, 20_ by and between:

San Leandro Unified School District ("District") and

Suarez & Munoz Construction, Inc. ("Contractor"), whose

place of business is_____.

District and Contractor entered into PROJECT/CONTRACT NO.: **19-11**

("Contract" or "Project") in the County of Alameda, California.

The Work under the Contract has been completed.

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

AGREEMENT

1. **Total Payable.** District shall pay Contractor as detailed below:

(Original Contract Sum $_____For information only)

Modified Contract Sum	$_____
– Payment to Date	$_____(subtract)
– Liquidated Damages	$_____(subtract)
– [Other_____]	$_____(subtract)
= Payment Due Contractor	**$_____("Total Payable")**

Subject to the provisions hereof, District shall forthwith pay to Contractor the Total Payable amount, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

2. **No Claims or Disputes.** Contractor acknowledges and hereby agrees that there are no unresolved or outstanding Claims or disputes (as defined in the Contract Documents) against District arising from the performance of work under the Contract, except for the claims described in the "Disputed Claims" section herein and the obligations described in the "Continuing Obligations" section herein. It is the intention of the parties in executing this Final Settlement that this Final Settlement 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, all its respective agents, employees, inspectors, assignees and transferees except for the claims described in the "Disputed Claims" section herein and the obligations described in the "Continuing Obligations" section herein.

3. **Disputed Claims.** The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Final Settlement:

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

   [INSERT INFORMATION, INCLUDING ATTACHMENT IF NECESSARY]

4. **Release.** Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in the "Total Payable" section herein, 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.

5. **Continuing Obligations.** Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

6. **Contract Indemnity.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.

7. **Waiver.** Contractor hereby waives the provisions of California Civil Code section 1542 which provides 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.

8. **Survivability.** The provisions of this Final Settlement 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 Final Settlement shall also remain in full force and effect, and shall be enforceable.

9. **Reservation of Rights.** 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 * * ***

Accepted and agreed on the date indicated below:

Dated: _____, 20___	Dated: _____, 20___
Sand Leandro Unified School District	**Suarez & Munoz Construction, Inc.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

END OF DOCUMENT

DOCUMENT 00 65 36

WARRANTY AND GUARANTEE FORM

1. Suarez & Munoz Construction, Inc ("Contractor")

   hereby agrees that the _____ ("Work" of Contractor)

   which Contractor has installed for the **San Leandro Unified School District** ("District")

   for the following project: **John Muir Middle School Landscape Project** ("Project" or "Contract")
   was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and 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 the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20 _.

3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by District, but not later than **SEVEN (7)** calendar days after being notified in writing by District, Contractor authorizes District to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.

4. **Representatives to be contacted for service subject to the terms of Contract:**

   NAME: _____

   ADDRESS: _____

   PHONE NO.: _____

   EMAIL: _____

Date: _____

Proper Name of Contractor: Suarez & Munoz Construction, Inc

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 70 00

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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: Weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) occurring at the Project Site.

1.1.2. Allowance(s): Amount(s) stated in the Agreement for specific scopes of work for which Contractor may bill its time, materials, and other items in the identical structure as a Change Order.

1.1.3. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.4. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect that has the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.5. As-Built Drawings: A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, 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.

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

1.1.7. 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. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

1.1.8. Completion: When the entire Work shall have been completed to the satisfaction of District, including all punch list items. Final DSA approval of the Project is not required for Completion.

1.1.9. 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, then all references in the Contract Documents to Construction Manager shall be read to refer to District.

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

1.1.11. 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:

1.1.11.1. Invitation to Bid

1.1.11.2. Instructions to Bidders

1.1.11.3. Bid Form

1.1.11.4. Bid Bond (Security)

1.1.11.5. Designated Subcontractors List

1.1.11.6. Site-Visit Certification

1.1.11.7. Noncollusion Declaration

1.1.11.8. Iran Contracting Act Certification

1.1.11.9. Worker's Compensation Certification

1.1.11.10. Prevailing Wage and Related Labor Requirements Certification

1.1.11.11. Disabled Veteran's Business Enterprise Participation Certification

1.1.11.12. Drug-Free Workplace Certification

1.1.11.13. Smoke-Free Environment Certification

1.1.11.14. Hazardous Materials Certification

1.1.11.15. Lead-Based Materials Certification

1.1.11.16. Imported Materials Certification

1.1.11.17. Criminal Background Investigation/Fingerprinting Certification

1.1.11.18. Roofing Contract Financial Interest Certification

1.1.11.19. Notice of Award

1.1.11.20. Agreement

1.1.11.21. Escrow of Bid Documentation (if applicable)

1.1.11.22. Escrow Agreement for Security Deposits in Lieu of Retention

1.1.11.23. Storm Water Pollution Prevention Plan (if applicable)

1.1.11.24. Hazardous Materials Procedures and Requirements

1.1.11.25. Notice to Proceed

1.1.11.26. Performance Bond

1.1.11.27. Payment Bond (Contractor's Labor and Material Bond)

1.1.11.28. District Contract Forms (if applicable)

1.1.11.29. District Closeout Forms (if applicable)

1.1.11.30. Final Settlement Agreement and Release of Claims

1.1.11.31. Warranty and Guarantee Form

1.1.11.32. General Conditions

1.1.11.33. Special Conditions

1.1.11.34. Project Plans, Specifications, Technical Specifications, and Drawings

1.1.11.35. Addenda to any of the above documents

1.1.11.36. Schedules if approved in writing by the District

1.1.11.37. Change Orders or written modifications to the above documents if approved in writing by the District

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

1.1.13. Contract Time: The time period stated in the Agreement for the Completion of the Work.

1.1.14. Contractor: The person or persons identified in the Agreement as contracting to perform the Work, or the legal representative of such person(s).

1.1.15. 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.

1.1.16. Day(s): Unless otherwise designated, day(s) means calendar day(s). "**Business Days**" shall mean days except Saturday, Sunday, a day that is federally-recognized holiday, or a day that is a California-recognized holiday.

1.1.17. Defective or Nonconforming Work. Defective or nonconforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage to Work occurring prior to Completion.

1.1.18. District: The public agency or the school district for which the Work is performed.

1.1.19. 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.

1.1.20. DSA: Division of the State Architect.

1.1.21. Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.

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

1.1.23. 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.

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

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

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

1.1.27. 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 the Project then all references to Project Manager shall refer to District.

1.1.28. Proposed Change Order: 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.

1.1.29. 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.

1.1.30. 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 issues that have arisen under field conditions.

1.1.31. Request for Substitution: 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.

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

1.1.33. 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.

1.1.34. 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.

1.1.35. 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.

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

1.1.37. Specifications: That portion of the Contract Documents, Division 1 through Division 17, 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.

1.1.38. 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.

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

1.1.40. 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.

1.1.41. SWPPP: The District's Storm Water Pollution Prevention Plan.

1.1.42. Terms. The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the District. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas similarly marked as "typical"; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

1.1.43. Unilateral Change Order: 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. **A Unilateral Change Order is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve).**

1.1.44. 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 the Contract Documents.

1.4. No Assignment

Contractor shall not assign the Contract or any part thereof including, without limitation, any services or money to become due 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 be come due under the Contract shall be subject to a prior lien for services rendered or material supplied for Work performed 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 the 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. 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 the Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

1.6. Notice And Service Thereof

1.6.1. Any notice required by the Contract shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall be served and considered effective if given in one of the following manners:

1.6.1.1. By personal delivery; considered delivered on the day of delivery.

1.6.1.2. By overnight delivery service; considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.6.1.3. By depositing same in United States mail, enclosed in a sealed envelope; considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.6.1.4. By registered or certified mail with postage prepaid, return receiptrequested; considered delivered on the day the notice is signed for.

1.7. No Waiver

The failure of District in any one or more instances to insist upon strict performance of any term of the Contract or to exercise any District option shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or option on a 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 hereunder, except as may be specifically agreed in writing.

1.8. Substitutions for Specified Items

See Special Conditions.

1.9. Materials and Work

1.9.1. Except as otherwise stated in the 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 the Contract within the Contract Time.

1.9.2. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

1.9.3. Materials shall be furnished in sufficient quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

1.9.4. 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.

1.9.5. Contractor shall, after award of Contract by District and after relevant submittals have been approved, 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 demand from District, present documentary evidence showing that orders have been placed.

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

1.9.7. 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 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.

1.9.8. 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 law permitting such protection or any rights under law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices). 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.

1.9.9. Title to new materials and/or equipment for the Work 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. 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.

1.9.10. Contractor certifies that it shall comply with the recycled product requirements of Public Contract Code section 22150, et seq., including, without limitation, section 22154 which states, "All businesses shall certify in writing to the contracting officer, or his or her representative, the minimum, if not exact, percentage of postconsumer material in the products, materials, goods, or supplies being offered or sold to any local public entity."

2. DISTRICT

2.1.1. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract.

2.1.2. The District may, at any time,

2.1.2.1. 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

2.1.2.2. 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.

2.1.3. **District's Rights if Contractor Fails to Perform**. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents or is otherwise failing to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor and the Surety shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

3. ARCHITECT

3.1. 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 to, among other things, observe the progress and quality of the Work on behalf of the District.

3.2. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract and if Work is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise that authority shall give rise to a duty or responsibility to the Contractor, Subcontractors, material suppliers, their agents or employees, or other persons performing portions of the Work.

3.3. 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.

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

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

4.3. If the District does not use a Construction Manager on this Project, all references 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 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. Inspection of Work shall not relieve Contractor from the obligation to fulfill the Contract. Project Inspector(s) and the DSA are authorized to stop 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, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.1.4. Limitations on Project Inspector Authority. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. No Work inconsistent with the Contract Documents shall be performed solely on the basis of the direction of the Project Inspector, and the Contractor shall be liable to the District for the consequences of all Work performed on such basis.

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. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the Project Inspector written notice of

the readiness of such Work for observation, testing or inspection at least seventy-two (72) hours prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the Project Inspector and the Construction Manager not less than seventy-two (72) hours prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

5.2.3. 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.

5.2.4. 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, that 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, at a minimum, seventy-two (72) hours prior to the manufacture of the material that must be tested.

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

5.2.6. The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Contractor or deducted from the Contract Price.

5.3. Costs for After Hours and/or Off-Site Inspections

5.3.1. If the Contractor performs Work outside the Inspector's regular working hours, over a period of more than eight (8) hours per day by any single person, on weekends/holidays or requests the Inspector to perform inspections off Site, then the costs of any inspections required outside regular working hours, over a period of more than eight (8) hours per day by any single person, on weekends/holidays 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 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, fees, licenses, facilities, transportation, taxes, 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 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 the Contract.

6.1.2. As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, located at 9821 Business Park Drive, , Sacramento, California 95827, with a mailing address of Post Office Box 26000, Sacramento, California, and with a website at http://www.cslb.ca.gov.

6.2. Contractor's Supervision

6.2.1. 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, a 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.

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

6.2.3. Before commencing the Work, 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, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, District, any of the District's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify District in writing. District retains the right to reasonably refuse Contractor's replacement personnel. 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.

6.2.4. 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.

6.2.5. The Contractor's project manager shall devote sufficient time to the Project on site, and in the Contractor's home office to pre-plan activities to meet the Project schedule and fulfill all Contract obligations. This includes making timely submittals, issuing and disseminating necessary RFI's, promptly processing and distributing bulletins, change orders and payments, keeping required logs current etc. If any of these activities fall behind contract requirements or dates necessary to complete the Project on time, the Contractor must provide a full time project manager on the Project Site dedicated solely to the Project, until the deficiencies are corrected.

6.2.6. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing Work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Project Documents before commencing work. Errors, inconsistencies or omissions

discovered shall be immediately reported to the District. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to the Work and shall make any corrections necessary to make Work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

6.2.7. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed Work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

6.2.8. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.3. Duty to Provide Fit Workers

6.3.1. 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.

6.3.2. 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.

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

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

6.3.5. Compliance with Immigration Reform and Control Act of 1986. As required by law, Contractor and all Subcontractors shall employ individuals for the Work in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq.

6.4. Personnel

6.4.1. All persons working for Contractor and Subcontractor(s) shall refrain from using profane or vulgar language, or any other language that is inappropriate on the job site.

6.4.2. The Contractor shall employ a full-time superintendent and necessary assistants who shall have complete authority to represent and act on behalf on the Contractor on all matters pertaining to the Work. The superintendent shall be competent and have a minimum of five (5) years' experience in construction supervision on projects of similar scale and complexity. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable to the District. The superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.

6.4.3. The Contractor shall employ a competent estimator and necessary assistants, or contact for sufficient services of an estimating consultant and to process proposed change orders. The estimator shall have a minimum of five (5) years' experience in estimating. The estimator shall be satisfactory to the

District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The estimator shall not be changed without the written consent of the District unless the estimator ceases to be employed by the Contractor. The Contractor shall submit PCO's requested by the District within fourteen (14) calendar days.

6.4.4. The Contractor shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant. The scheduler shall have a minimum of five (5) years' experience in scheduling. The scheduler shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The scheduler shall not be changed without the written consent of the District unless the scheduler ceases to be employed by the Contractor.

6.4.5. Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

6.4.6. If Contractor or any Subcontractor on the Project site fails to comply with any provision herein, the District may have the offending person(s) immediately removed from the Site, and the person(s) shall be replaced within three (3) days, at no additional expense to the District. Contractor, on behalf of it and its Subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance and duties under this Contract.

6.5. <u>Prohibition on Harassment</u>

6.5.1. In addition to the non-discrimination requirements in the Contract Documents, the Contractor and all Subcontractors must comply with these provisions prohibiting harassment at the Site.
The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

6.5.2. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim.

6.5.3. Contractor shall not permit any person, whether employed by Contractor or a Subcontractor or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any person performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor on any Subcontractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the

removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. The indemnity provisions of the Contract Documents apply to any assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this provision; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

6.6. Conferences and Meetings.

6.6.1. In addition to the conference and meeting requirements in the Specifications, Contractor's supervisory personnel for the Work and the Contractor's management personnel shall attend all required meetings as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors and Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

6.6.2. Preconstruction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a preconstruction conference at such time and place as designated by the District. The preconstruction conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the preconstruction conference will include as appropriate: (a) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractors, Project Inspector, and others performing any part of the Work or services relating to the Work; (b) Submittals; (c) Changes; (d) employment practices, including Certified Payroll preparation and submission and prevailing wage rate responsibilities of the Contractor and Subcontractors; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) implementation of BIM, if applicable; (h) communication procedures, including the handling of Requests for Information; (i) emergency and safety procedures; (j) Site visitor policies; (k) conduct of Contractor/Subcontractor personnel at the Site; and (l) Completion, Punchlist and closeout procedures.

6.6.3. Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend progress meetings. Progress Meetings will be chaired by the District or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely Completion, if any. The purposes of the progress meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress schedule and submittals.

6.6.4. Special Meetings. As deemed necessary or appropriate by the District, special meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

6.6.5. Minutes of Meetings. following conclusion of the preconstruction conference, progress meetings and special meetings, the Architect or the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the

Contractor notifies the Architect and the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled progress meeting.

6.7. Purchase of Materials and Equipment

6.7.1. The Contractor is required to order and obtain 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.

6.7.2. Off-Site Storage of Materials and Equipment Only Upon District's Written Consent. Contractor shall not store materials and/or equipment off site without first obtaining the District's express, written consent. If Contractor receives District's consent to store materials and/or equipment off site ("Stored Materials"), Contractor shall comply with all of the following:

6.7.2.1. Property of Others Insurance. Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the District that shall protect Contractor and District from all claims for Stored Materials that are lost, stolen, or damaged. The District shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid as a joint-check to the Contractor and District. If approved in advance by District, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."

6.7.2.2. Payment for Stored Materials. District shall only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by the District and provided that Contractor submits an itemized list of all Stored Materials with Contractor's Application for Payment. Contractor's itemized list of all Stored Materials shall be supported by all of the following:

6.7.2.2.1. Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and

6.7.2.2.2. Verified invoices for the Stored Materials; and

6.7.2.2.3. Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the District. These documents shall include certificates and endorsements stating the coverage and that the District is a loss payee or obligee, as appropriate.

6.8. Documents on Work

6.8.1. Contractor shall at all times keep on the Work 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 (electronic versions are acceptable), 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.

6.8.2. Daily Job Reports.

6.8.2.1. 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:

6.8.2.1.1. A brief description of all Work performed on that day.

6.8.2.1.2. A summary of all other pertinent events and/or occurrences on that day.

6.8.2.1.3. The weather conditions on that day.

6.8.2.1.4. A list of all Subcontractor(s) working on that day,

6.8.2.1.5. A list of each Contractor employee working on that day and the total hours worked for each employee.

6.8.2.1.6. A complete list of all equipment on Site that day, whether in use or not.

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

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

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

6.9. Preservation of Records

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, 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. 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.

6.10. Integration of Work

6.10.1. 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.

6.10.2. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

6.10.3. 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 written consent of District.

6.11. Obtaining of Permits and Licenses

6.11.1. Contractor shall secure and pay for all permits, licenses, and certificates as indicated in the Special Conditions.

6.12. Work to Comply with Applicable Laws and Regulations

6.12.1. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations relating to the Work, including the specific laws, ordinances, rules, and regulations as indicated and specified in the Contract Documents and identified below, 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 will 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.

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

6.12.1.2. National Board of Fire Underwriters' Regulations

6.12.1.3. Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments

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

6.12.1.5. Industrial Accident Commission's Safety Orders, State of California

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

6.12.1.7. Americans with Disabilities Act

6.12.1.8. Education Code of the State of California

6.12.1.9. Government Code of the State of California

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

6.12.1.11. Public Contract Code of the State of California

6.12.1.12. California Art Preservation Act

6.12.1.13. U. S. Copyright Act

6.12.1.14. U. S. Visual Artists Rights Act

6.12.2. Contractor shall comply will 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 sections 21000 et. seq.)

6.12.3. 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.

6.12.4. 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.

6.13. Safety/Protection of Persons and Property

6.13.1. Contractor will be solely and completely responsible for conditions of the Work 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.

6.13.2. 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.

6.13.3. 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 Work Site.

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

6.13.5. 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.

6.13.6. 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 performance of the 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.

6.13.7. 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.

6.13.8. **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.

6.13.9. 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.

6.13.10. 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.

6.13.11. Storm Water. Contractor shall comply with the District's Storm Water Pollution Prevention Plan (SWPPP) and, if indicated in the Special Conditions, shall be the District's Qualified SWPPP Practitioner, at no additional cost to the District.

6.13.12. 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.

6.13.13. 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.

6.13.14. All connections to public utilities and/or existing on-site services 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.

6.13.15. 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.

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

6.13.17. 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.

6.13.18. 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.

6.13.19. 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 or behavior will be permitted. District may require Contractor to permanently remove noncomplying persons from Project Site.

6.13.20. 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.

6.13.21. 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 entering 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.

6.14. Working Evenings and Weekends

Contractor may be required to work 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 written 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 Inspector charges necessitated by the Contractor's evening and/or weekend work.

6.15. Noise and Dust Control

6.15.1. In addition to the noise control, dust control and related requirements in the Specifications, Contractor shall control the noise and dust at the Site as indicated here.

6.15.2. Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise at the Site shall be limited as required by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the school at the Site, at the District's request, the Contractor shall schedule the performance of that Work around normal school hours or make other arrangements so that the Work does not cause disruption or disturbance. In no event shall those arrangements result in adjustment of the Contract Price or the Contract Time.

6.15.3. Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Those protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand.

Contractor shall replace any damages property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all that Work around normal school hours and make other arrangements so that the Work does not cause disruption or disturbance. In no event shall those arrangements result in adjustment of the Contract Price or the Contract Time.

6.15.4. Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, Project Inspector, or Construction Manager shall notify the Contractor in writing and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from that notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with those actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct those amounts from the Contract Price then or thereafter due the Contractor.

6.16. Cleaning Up

6.16.1. The Contractor shall provide all services, labor, materials, and equipment necessary for protecting 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 free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, 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 the continuing education process. 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 will 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, or District may withhold those amounts from payment(s) to Contractor.

7. SUBCONTRACTORS

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

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

7.3. Contractor agrees to bind every Subcontractor by terms of the Contract as far as those terms are applicable to Subcontractor's work. If Contractor shall subcontract any part of the 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, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications 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 the Contract shall not in any way relieve Contractor of any obligations under the Contract and no such consent shall be deemed to waive any provisions of the Contract.

7.5. Contractor acknowledges sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and shall comply with all applicable requirements therein. In addition, Contractor acknowledges sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and shall comply with all applicable requirements therein all 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, 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 (1/2 of 1%) 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.

7.8. 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 other portions of the Project or other construction or operations at or about the Site. 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 Site.

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

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 completion 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. The District shall have complete access to the Project Site for any reasonable purpose at all times. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school 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 the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "tradeterm." The mere mention or notation of "trade name" or "trade term" shall be considered 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, 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. Ownership of Drawings

9.8.1. All copies of the 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. No submittal, unless approved in writing by the District as acceptable and complete, shall be a Contract Document.

10.1. Schedules, Safety Plan and Complete Subcontractor List

10.1.1. Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Notice to Proceed or in the Special Conditions), 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. Schedule of Work. Contractor shall provide 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, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion.

10.1.1.1.1. Proposed Advanced Schedule. The District is not required to accept an early completion ("advanced") schedule; i.e., one that shows early completion dates for the Contract completion or milestones. Contractor shall not be entitled to extra compensation if the District allows the Contractor to proceed performing the Contract on an earlier ("advanced") schedule and Contractor completes the Project, for whatever reason, beyond the date shown in that earlier ("advanced") schedule, but within the Time for Completion indicated in the Contract. A schedule showing the work completed in less than the Time for Completion indicated in the

Contract, shall be considered to have Project Float.

10.1.1.1.2. **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.

10.1.1.2. **Schedule of Submittals.** The Contractor shall provide 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.

10.1.1.3. **Schedule of Values.** The Contractor shall provide a preliminary schedule of values for all component parts of the Work for which progress payments may be requested. The schedule of values must include quantities and prices of items totaling the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. The preliminary schedule of values should include, at a minimum, the following information and the following structure:

10.1.1.3.1. Divided into at least the following categories:

10.1.1.3.1.1. Overhead and profit;
10.1.1.3.1.2. Supervision;
10.1.1.3.1.3. General conditions;
10.1.1.3.1.4. Layout;
10.1.1.3.1.5. Mobilization;
10.1.1.3.1.6. Submittals;
10.1.1.3.1.7. Bonds and insurance;
10.1.1.3.1.8. Closeout documentation;
10.1.1.3.1.9. Demolition;
10.1.1.3.1.10. Installation;
10.1.1.3.1.11. Rough-in;
10.1.1.3.1.12. Finishes;
10.1.1.3.1.13. Testing;
10.1.1.3.1.14. Punch List and acceptance.

10.1.1.3.2. Divided by each of the following areas:

10.1.1.3.2.1. Site work;
10.1.1.3.2.2. By each building;
10.1.1.3.2.3. By each floor.

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

10.1.1.3.3.1. Mobilization and layout combined to equal not more than 1%;
10.1.1.3.3.2. Submittals, samples and shop drawings combined to equal not more than 3%,
10.1.1.3.3.3. Bonds and insurance combined to equal not more than 2%.

10.1.1.3.4. **Closeout Documentation**. Closeout Documentation shall have a value in the preliminary schedule of not less than 5%. The value for Closeout Documentation shall be in

addition to and shall not be a part of the Contract retention.

10.1.1.3.5. 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. 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.

10.1.1.3.6. 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 written consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.3.7. 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 Schedule of Values, shall be paid by the District in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.3.8. The Contractor shall not "front-load" the Schedule of Values with false dollar amounts for activities to be performed in the early stages of the Project. The District may, in its sole discretion, utilize the costs listed in the Schedule of Values as the true cost of items to be deducted from the Contract Price through credit or deductive Change Order. The values for each line item shall include the amount of overhead and profit applicable to each item of work and shall include, at a minimum, a breakdown between rough and finish Work for the basic trades as well as individual dollar figures for large dollar equipment and materials to be installed or furnished for the Project. No individual line item or scope of work in the Schedule of Values shall exceed $50,000, except with the express, written consent of the District. Exceptions will be given by the District for a single item of Equipment for which the true cost exceeds $50,000. The Schedule of Values shall be subject to the District's review and approval of the form and content thereof. Upon request, Contractor shall provide District with data and documentation substantiating the accuracy of the proposed line items. In the event that the District shall reasonably object to any portion of the Schedule of Values, within ten (10) days of the District's receipt of the Schedule of Values, the District shall notify the Contractor, in writing of the District's objection(s) to the Schedule of Values together with any request for substantiating data or documentation. Within five (5) days of the date of the District's written objection(s) and request for substantiating data and documentation, Contractor shall submit a revised Schedule of Values to the District for review and approval together with the requested data and documentation. The foregoing procedure for the preparation, review and approval of the Schedule of Values shall continue until the District has approved of the entirety of the Schedule of Values. Once the Schedule of Values is approved by the District, 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 reasonable discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Schedule of Values, shall be made incrementally as included in the activities included in the Approved Construction Schedule.

10.1.1.4. **Safety Plan.** The Contractor shall provide a preliminary 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 Industrial Safety ("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 prepared in both English and in the predominant language(s) of the Contractor's and its Subcontractors' employees.

10.1.1.5. **Complete Subcontractor List.** Contractor shall provide a preliminary Subcontractor List stating the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for 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 submittals and 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. The Monthly Progress Schedule shall be sent to 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 also submit Monthly Progress Schedule(s) with all payment applications.

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 Work 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 Project 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. Logistic Plan

Contractor shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by the District prior to the Contractor mobilizing on the Site.

10.5. Information Included in Submittals.

All Submittals shall be accompanied by a written transmittal and each set of plans shall carry a "wet stamp" or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) Project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required for the District's review, evaluation and approval of the Contractor's Submittals. Each Submittal shall be complete with its required number of copies, no piecemeal documentation is allowed. Any Submittal not bearing the required wet stamp as stated herein, shall be rejected until the appropriate wet stamp information is provided on each submittal.

10.6. Verification of Submittal Information.

By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Each Submittal shall include the following certification duly executed by the Contractor's Superintendent or Project Manager for the Work: "The Contractor has reviewed and approved the field dimensions and construction criteria of the attached Submittal. The Contractor has verified that the Submittal is complete and includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the Contractor with information included in other Submittals."

10.7. Contractor Responsibility for Deviations.

The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the District's and Architect's review of Submittals unless the Contractor has specifically informed the District in writing of such deviation at the time of submission of the Submittal and the District has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the District's and Architect's review or comments thereon.

10.8. No Performance of Work Without Architect Review.

The Contractor shall perform no portion of the Work requiring the District's and Architect's review of Submittals until the District and Architect have completed their review and returned the Submittal to the Contractor indicating "No Exception Taken" to that Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. All Work shall be in accordance with the final action taken by the District and the Architect review in review of Submittals and other applicable portions of the Contract Documents.

10.9. District and Architect Review of Submittals.

The purpose of the District's and Architect's review review of Submittals and the time for the District's and Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the District and/or Architect return a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the District's and Architect's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the District shall be entitled to rely upon the accuracy and completeness of the Contractor's calculations and certifications accompanying Submittals. The District's and Architect's review of the Submittals is for the limited purposes described in the Contract Documents. The District and Architect will review each Submittal twice. Should additional Submittals be required as a result of failure of the Contractor to address comments, the Contractor will pay for the Architect's services on a time and material basis for each subsequent review.

10.10. Deferred Approval Items.

In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item from DSA, Contractor shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time. All work, labor, materials, equipment or services necessary to complete the design, engineering and permitting/approval of the Deferred Approval items shall be provided by the Contractor without adjustment of the Contract Price or the Contract Time.

10.11. Contractor Responsibility for Deviations

The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the District's or Architect's review of Submittals unless the Contractor has specifically informed the District and the Architect in writing of such deviation at the time of submission of the Submittal and the District and the Architect have given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the District's or the Architect's review or comments thereon.

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Site Investigation

Before bidding on the 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 the 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.

11.2. Soils Investigation Report

11.2.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of the Contract. 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 the Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it made visual examination of Site and made whatever tests Contractor deems appropriate to determine underground condition of soil.

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 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. 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. District shall not be liable for any claim for allowances because of Contractor's error 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 for Construction

Utilities necessary to complete the Work and to completely perform all of the Contractors' obligations shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price. Also refer to other utility requirements as indicated in the Specifications.

11.6. Sanitary Facilities

At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at the Site. Also refer to other Sanitary facility requirements 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

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 the 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 reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor 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. Whenever the presence of these utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site.

11.9.4. If Contractor, while performing Work, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately, but in no case longer than two (2) Business Days, 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 the applicable provisions of these General Conditions, 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 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 CAL OSHA 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, Unusual Conditions and/or Unforeseen 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 (4) feet below the surface, the Contractor shall immediately, but in no case longer than two (2) Business Days, 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, and requires removal 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 by the Contract or by law that pertain to the resolution of disputes and protests, which include the requirement that Contractor complies with the notice and PCO provisions of the Contract Documents. Contractor's failure to submit a proposed change order pursuant to the terms of the Contract Documents shall be deemed a waiver of Contractor's right to an adjustment of the Contract Price of Contract Time.

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 in the amounts indicated herein 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 the 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 operations under the Contract. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and any Auto including owned, non-owned, and hired, 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.

13.1.2. Umbrella Liability Insurance

13.1.2.1. Contractor shall procure and maintain, during the life of the Contract, an Excess Liability and/or Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in the amounts indicated herein, and shall comply with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form.

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 Umbrella Liability Insurance Policy.

13.1.2.3. Whether this Excess Liability and/or Umbrella Liability Insurance Policy is written on a "follow form" or "stand alone" form, the coverages shall equal or greater than the Contractor's Commercial General Liability and Automobile Liability and Employers' Liability Insurance with no

exclusions that reduce or eliminate coverage items.

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 Umbrella Liability Insurance with minimum limits equal to at least fifty percent (50%) of 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 the 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 employees engaged in Work under the Contract, on or at the Site of the Project, are 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 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, water damage, mold, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, 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. Contractor must review the **Special Conditions** to confirm the scope of this requirement and if the District has modified this provision.

13.1.6. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates

13.1.6.1. Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under the 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.

13.1.6.2. Endorsements, certificates, and insurance policies shall include the following:

13.1.6.2.1. A clause stating:

13.1.6.2.1.1. "This policy shall not be amended, canceled or modified and the coverage

amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

13.1.6.2.1.2. In lieu of receiving an endorsement with this clause, the District may, at its sole discretion, accept written notification from Contractor and its insurer to the District of any amendments, modifications, cancellations or reduction in coverage, not less than thirty (30) days prior to such coverage changes occur.

13.1.6.2.2. 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.

13.1.6.3. 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.

13.1.6.4. 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).

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

13.1.6.6. All policies shall be written on an occurrence form.

13.1.6.7. Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall place with insurers **ADMITTED** in California with a current A.M. Best's rating of no less than **A—** or **A:VII.**

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

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

13.1.7. Insurance Policy Limits

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

Commercial General Liability	Combined Single Limit	$2,000,000 per occurrence; $4,000,000 aggregate
	Product Liability and Completed Operations	$2,000,000 per occurrence; $4,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	$2,000,000 per occurrence; $4,000,000 aggregate

Excess Liability (Umbrella)		$6,000,000 per occurrence; $6,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		$2,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Property of Others	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.

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 the Contract.

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

13.2.3. All bonds related to the Project shall be in the forms set forth in the 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. 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 against all defects for a period of **ONE (1)** year after the later of the following dates:

14.1.2.1. The date of completion as defined in Public Contract Code section 7107, subdivision (c),

14.1.2.2. The commissioning date for the Project, if any.

14.1.3. 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 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.

14.1.4. 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 operations of District, 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 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 the Contract Documents.

14.1.5. 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.

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

14.2. Indemnity

14.2.1. To the furthest extent permitted by California law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes 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 stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

14.2.2. Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

14.2.3. In any and all claims against any of the Indemnitees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of

them may be liable, 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 Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.4. The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

15. TIME

15.1. Notice to Proceed

District may issue a Notice to Proceed as indicated in the Instructions to Bidders.

15.2. Hours of Work

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

15.3. Progress and Completion

15.3.1. Time of the Essence

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

15.3.2. No Commencement Without Insurance

15.3.2.1. 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. 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's claim for damages.

15.4. 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.

15.5. 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. Contractor's Notice of Delay

16.1.1. In addition to the requirements indicated in this subsection, Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause.

16.1.2. Contractor shall, within **FIVE (5)** calendar days of any delay impacting the critical path in completing the Work, notify District in writing of the causes of the delay including documentation and facts explaining the delay.

16.1.3. Any request by Contractor for an adjustment of the Contract Price or the Contract Time for a delay 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. 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.

16.1.4. Any claim for delay must include the following information as support, without limitation:

16.1.4.1. Duration. 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.

16.1.4.2. Logical Ties / Fragnets. 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. (A portion of any delay of seven (7) days or more must be provided.) Include a "fragnet" analysis for the portion of the schedule and the activities the Contractor contends are impacted by the delay.

16.1.4.3. Updated Construction Schedule. A recovery or updated Construction Schedule must be submitted.

16.1.5. District shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in the District's judgment, the findings of fact justify an extension.

16.1.6. 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.

16.1.7. An extension of time may only be granted if Contractor has timely submitted the updated Construction Schedule as required herein.

16.1.8. Following submission of a notice of delay, the District may determine whether the delay is to be considered:

16.1.8.1. Excusable and Compensable, Excusable and Non-Compensable, or Unexcused;

16.1.8.2. How long the delay continues; and

16.1.8.3. To what extent the prosecution and Completion of the Work might be delayed thereby.

16.1.9. Contractor's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of its right to assert a claim for a delay.

16.1.10. Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. No adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless those delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated approved Construction Schedule as of the date on which a delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny a request by the Contractor for an adjustment of the Contract Time for any delay that does not actually and directly impact Work on the then current and updated approved Construction Schedule. In submitting a request for an adjustment of Contract Time, and as a condition precedent to the District's review of that request, Contractor shall insert into the then current and updated approved Construction Schedule a "fragnet" analysis representing the event that Contractor claims to result in delay to the critical path as depicted in the updated approved Construction Schedule. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay that ends last. If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcused Delay.

16.2. Excusable and Compensable Delay(s)

16.2.1. Contractor is **not** entitled to additional compensation for any delay, even a delay caused by Adverse Weather or an Excusable Delay, unless **all** of the following conditions are met:

16.2.1.1. The District is responsible for the delay;

16.2.1.2. The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Contract Completion date;

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

16.2.1.4. Contractor complies with the claims procedure of the Contract Documents.

16.2.1.5. The delay could **not** have been avoided or mitigated by the Contractor's care, prudence, foresight, and diligence.

16.2.1.6. The delay extends the most current Contract Completion date, and is not concurrent with a Contractor caused delay or other type of Excusable Delay.

16.2.2. In accordance with California Public Contract Code section 7102, if the Contractor's progress is delayed by the events described in the preceding subsection, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom. In that event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or construction equipment directly resulting from that delay, and shall exclude special, indirect or consequential damages. In no event shall Contractor seek costs or damages for delays, interruptions, hindrances or disruptions to the Work for on-Site or off-Site costs or damages based upon formulas, e.g. Eichleay or other formula. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, the "Changes in the Work" section and the percentages in the "Format for Proposed Change" section of these General Conditions.

16.3. Excusable and Non-Compensable Delay(s)

16.3.1. An "Excusable Delay" shall mean an interruption of the Work beyond the reasonable control of the Contractor and that:

16.3.1.1. Could have not been avoided by the Contractor exercising care, prudence, foresight, and diligence, and

16.3.1.2. Actually extended the most current Project Completion date.

16.3.2. The Contractor may be entitled to an extension of the Project Completion date if there is an Excusable Delay, but the Contractor shall not be entitled to additional compensation for an Excusable Delay.

16.3.3. Excusable Delays are limited to interruptions that satisfy the above requirements and that are acts of God; acts of a public enemy; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; fuel shortages; freight embargoes; and Adverse Weather that satisfies the requirements herein.

16.3.4. Contractor is aware that governmental agencies and utilities, 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. 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. Contractor is not entitled to make a claim for damages or delays or an Excusable Delay arising from the review of Contractor's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies.

16.3.5. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the approved Construction Schedule or the most recent updated approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay.

16.3.6. Computation of Time / Adverse Weather

16.3.6.1. The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor within five (5) calendar days of the Adverse Weather event, and only if **all** of the following conditions are met – thereby making the resulting delay an Excusable Delay.

16.3.6.1.1. The weather conditions constitute AdverseWeather, as defined herein and further specified in the Special Conditions;

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

16.3.6.1.3. The Contractor's crew is dismissed as a result of the Adverse Weather; and

16.3.6.1.4. The number of days of delay for the month exceed those indicated in the Special Conditions.

16.3.6.2. A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

16.3.6.3. 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.

16.3.6.4. 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.

16.4. Unexcused Delay(s) – Liquidated Damages

16.4.1. Unexcused Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in the "Excusable and Compensable Delay(s)" or the "Excusable and Non-Compensable Delay(s)" sections above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcused Delays.

16.4.2. 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 forfeit and 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.

16.4.3. Contractor shall not forfeit or pay liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

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, a written Unilateral Change Order, or a written Force Account Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work, any changes to the Contract Time, 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 an executed Change Order, a written Unilateral Change Order, or a written Force Account Directive.

17.1.2. Verbal Order of Change in the Work. Any verbal order, direction, instruction, interpretation, or determination from the District, the Project Inspector or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect written notice within three (3) working days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving

rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within three (3) working days of any verbal order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of that verbal order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the verbal order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any verbal order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

17.1.3. The Surety, in executing and providing the Performance Bond and the Payment Bond, shall be deemed to have expressly agreed to any change to the Contract and to any extension of time made by reason thereof.

17.1.4. 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, Unilateral Change Order, or Force Account Directive. 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.

17.1.5. Contractor shall perform immediately all work that has been authorized by a fully executed Change Order, Unilateral Change Order, or Force Account Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work and Contractor's failure or refusal to so proceed with that Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

17.1.6. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District, Unilateral Change Order, or Force Account Directive, Contractor waives any claim of additional compensation or time for that additional work.

17.1.7. 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.

17.1.8. 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 all threatened loss or injury. Any compensation or time claimed by Contractor on account of emergency work shall be determined as indicated herein as a PCO.

17.1.9. No payments will be made, nor will District accept proposed change orders until the Contractor has complied with all the requirements of the Escrow of Bid Documentation document (if applicable).

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 affected by written Change Order, Unilateral Change Order, or by Architect's response(s) to RFI(s).

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.

17.3.2. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

17.3.3. If the District approves of a Change, the District or the Architect shall provide a written Change Order to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of that Change. All Change Orders shall be full payment and final settlement of all rights for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any demand or request for an adjustment to the Contract Time or the Contract Price relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing. After the Change Order has been prepared and forwarded to the Contractor for execution, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof.

17.4. Unilateral Change Orders

17.4.1. A Unilateral Change Order 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 Unilateral Change Order and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. 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 sum of the Unilateral Change Order or timing of payment shall be resolved pursuant to the Payment provisions and the Claims and Disputes provisions herein. **A Unilateral Change Order is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve)**.

17.4.2. The District may issue a Unilateral Change Order 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. 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 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, 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. Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overheard and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

17.5.5. Contractor shall notify 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. Contractor will not be compensated for force account work in the event that Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.5.6. Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District 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. 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 Contractor for its records. District will not sign, nor will Contractor receive compensation for work District cannot verify. 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 Contractor and 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 ("PR") 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. 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. Proposed Change Order. The Contractor may issue a Proposed Change Order ("PCO"), only as a written request prepared by it to the District and the Architect, requesting that the District issue a Change Order based upon a proposed change to the Work.

17.7.2. Changes in Contract Price. A PCO shall include breakdowns pursuant to the provisions herein to validate any change in Contract Price.

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. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.4. Unknown and/or Unforeseen Conditions. If Contractor submits a PCO 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 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 PCO. Contractor shall submit its PCO within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address the basis for the PCI. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with Supporting Documentation to permit the District's review and evaluation) within this time frame shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of the circumstances giving rise to the PCO.

17.8. Format for Proposed Change

17.8.1. The following "Format For Proposed Change For Subcontractor Performed Work" and "Format For Proposed Change For Contractor Performed Work" 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

FORMAT FOR PROPOSED CHANGE FOR SUBCONTRACTOR PERFORMED WORK

	SUBCONTRACTOR PERFORMED WORK	ADD	DEDUCT
(A)	**Labor Charge** 1. **Hours.** Attach total itemized hours. 2. **Rate.** This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.		
(B)	**Labor Burden & Worker's Compensation Charge** 1. This shall be no more than twenty percent (20%) of **item (A)**, the Labor Charge. 2. This shall be the total cumulative charge permitted for all Subcontractors or all labor performed by the Subcontractor or Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).		
(C)	**Subtotal (A+B)**		
(D)	**Material Charge** Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
(E)	**Equipment Charge** Attach invoice(s) from supplier(s).		
(F)	**Subtotal (C+D+E)**		
(G)	**Subcontractor's Overhead and Profit Charge** 1. This shall be no more than five percent (5%) of **item (F)**. 2. This shall be the total cumulative mark-up permitted for the Subcontractor and Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).		
(H)	**Subtotal (F+G)**		
(I)	**Contractor's Overhead, Profit, Bond and Insurance** 1. This shall be no more than six percent (6%) of **Item (H)**. 2. This shall be the total mark-up permitted for Contractor.		
(J)	**Subtotal (H+I)**		
(K)	**Time**	**_____ Days**	
(L)	**Contractor's Home Office Overhead** This shall be no more than $200 times the number of days of Item (K) (i.e., not to exceed $200/day)		
(M)	**TOTAL (J+L)**		

FORMAT FOR PROPOSED CHANGE FOR CONTRACTOR PERFORMED WORK

	CONTRACTOR PERFORMED WORK	ADD	DEDUCT
(A)	**Labor Charge** 1. **Hours.** Attach total itemized hours. 2. **Rate.** This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.		
(B)	**Labor Burden & Worker's Compensation Charge** 1. This shall be no more than twenty percent (20%) of **item (A)**, the Labor Charge. 2. This shall be the total cumulative charge permitted for all labor performed by Contractor.		
(C)	**Subtotal (A+B)**		
(D)	**Material Charge** Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
(E)	**Equipment Charge** Attach invoice(s) from supplier(s).		
(F)	**Subtotal (C+D+E)**		
(G)	**Contractor's Overhead, Profit, Bond and Insurance** 1. This shall be no more than six percent (6%) of **Item (F)**. 2. This shall be the total mark-up permitted for Contractor.		
(H)	**Subtotal (F+G)**		
(I)	**Time**	**_____ Days**	
(J)	**Contractor's Home Office Overhead** This shall be no more than $200 times the number of days of Item (I) (i.e., not to exceed $200/day)		
(M)	**TOTAL (H+J)**		

17.8.2. All proposed cost requests by Contractor for a change shall include a complete itemized breakdown with the following detail:

17.8.2.1. Labor. Labor breakdown by trade classification, wage rates, and estimated hours. Labor costs shall only include fringe benefits indicated by governing trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.

17.8.2.1.1. The Contractor's or Subcontractors' labor burden and Workers' Compensation premium shall only be charged as indicated herein. In no event shall Contractor include any other charges than as indicated herein without the prior written approval of the District.

17.8.2.2. Material. Material quantities, and types of products, and transportation costs, if applicable.

17.8.2.3. Equipment. Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.

17.8.2.3.1. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.

17.8.2.3.2. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

17.8.2.3.3. Individual pieces of equipment having a replacement value of one thousand dollars ($1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

17.8.2.3.4. Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

17.8.2.3.5. Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify District of such and the price set for any such rental shall be agreed upon in advance by the Contractor and the District.

17.8.2.3.6. Overhead and Profit. Markup for overhead and profit, which shall be used to compensate Contractor for all costs for all administration, general conditions, and supervision, including, without limitation:

17.8.2.3.6.1. All field, field office and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.

17.8.2.3.6.2. All field, field office and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under $1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.

17.8.2.3.6.3. Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.

17.8.2.3.6.4. All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.

17.8.2.3.6.5. All costs for Contractor's bonds and insurance.

17.8.2.3.6.6. Taxes: Federal excise tax shall not be included. District will issue an exemption on request.

17.8.2.3.7. Contract Time. Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request. Contract Time shall be extended or reduced by Change Orders, Unilateral Change Orders, or Force Account Directives for a period of time commensurate with the time reasonably necessary to perform a Change. This time must be requested in writing by the Contractor with the Price Request, PCO, or expressly in writing as part of its documentation for Unilateral Change Orders, or Force Account Directives. The Contractor shall justify any Contract Time extension by submittal of a schedule analysis as required in this Changes section of these General Conditions accurately portraying the impact of the change on the critical path of the Construction Schedule. Changes performed within available float shall not justify an extension to the Contract Time. The District shall make the final determination of the amount of Contract Time to allocate to any Change.

17.9. Change Order Certification

17.9.1. All Change Orders and PCOs shall include the following certification by the Contractor. The Parties acknowledged that if a Change Order is approved that does not include this language, that Change Order shall be deemed to include this certification language:

The Contractor approves the foregoing as to the changes, if any, and the price specified for each item and 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 all 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 includes all of the Contractor's costs, expenses, field overhead, home office overhead, profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

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 agreement between District and Contractor.

17.10.1.3. By unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the that item did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Contract. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

17.10.1.4. By the District, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. Promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this provision, Contractor shall diligently proceed to perform and complete any such Change.

17.11. Deductive Change Orders

If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total overhead and profit 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%) overhead and profit to be deducted with the amount of its deducted work, for a total minimum of ten percent (10%) total overhead and profit to be deducted. Any deviation from this provision shall not be allowed.

17.12. 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.

17.13. Accounting Records

With respect to portions of the Work performed by Change Orders, Unilateral Change Orders, or Force Account Directives, Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records Contractor is required to maintain pursuant to the Contract Documents.

17.14. Notice Required

If Contractor is seeking an adjustment in the Contract Price, or any extension in the Contract Time for Completion, it shall notify District pursuant to the provisions of the Contract Documents. No adjustment in the Contract Price or Contract Time shall be considered unless made in accordance with the Contract Documents. 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 contract adjustment shall only be authorized by a Change Order.

17.15. Applicability to Subcontractors

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

17.16. Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.17. 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 ("RFI") shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.

18.2. Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any RFI, including without limitation, fees of the Architect and any other design consultant to the Architect or the District, that District reasonably determines:

18.2.1. Does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or

18.2.2. Does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract; or

18.2.3. Requests an interpretation or decision of a matter where the information sought is equally available to the Contractor; or

18.2.4. Is not justified for any other reason.

18.3. Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.

18.4. Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity. An RFI may be considered untimely if not submitted within **Forty Eight (48) hours** of receipt from a Contractor's subcontractor. Untimely submission of any RFI will preclude Contractor from asserting any claims for delay or for labor impact against the District.

18.5. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the District to address and resolve any conditions, the Contractor shall act with promptness in submitting any written request so as to allow the District a reasonable period of time to review, evaluate and respond to any request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the District.

19. PAYMENTS

19.1. Contract Price

19.1.1. 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 pursuant to 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 (5^{th}) 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 Work completed in accordance with the Schedule of Values. The Application for Payment 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 for Payment 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 by 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 the entities after 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. An Itemized breakdown of Work performed;

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. The 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. The 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 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 each subcontractor of any tier and supplier that was paid from the previous progress payment; 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. The Contractor further warrants that 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.***

19.2.1.1.1.15. If requested by the District, a third party, or as required by the California Department of Industrial Relations, all requested or required certified payroll record ("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.

19.2.1.1.2. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment that, at the time of the Contractor's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

19.2.1.1.3. Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

19.2.2. Prerequisites for Progress Payments

19.2.2.1. First Payment Request: The following items, if applicable, must be completed before District will accept and/or process 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: 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 payment made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents. 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 material breach of the 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, District shall act in accordance with 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 being subject to any applicable statute regarding prompt payment or interest accrual, shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3. An approved Application for Payment shall be considered payable if funds are available for payment after the deduction of amounts allowed by law and/or pursuant to the section herein entitled "Decisions to Withhold Payment,"

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 each Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid 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 Contractor's 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. District shall withhold five percent (5%) retention from all Progress Payments.

19.3.2.3. District may withhold ten percent (10%) retention from all Progress Payments pursuant to Public Contract Code section 7201, if the Project is determined to be "substantiallycomplex."

19.3.2.4. 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.

19.3.2.5. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a).

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.

19.3.4. Warranty of Title

19.3.4.1. If a lien or a claim based on a stop notice or 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 notice or stop payment notice to be released or discharged immediately therefrom.

19.3.4.2. 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 notice or stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefore, 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 pursuant to the Contract.

19.4. Decisions to Withhold Payment

19.4.1. Reasons to Withhold Payment

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. 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:

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

19.4.1.2. Stop notices, stop payment notices or other liens served upon the District as a result of the Contract;

19.4.1.3. Liquidated damages assessed against the Contractor;

19.4.1.4. The cost to complete the Work if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the Completion Date;

19.4.1.5. Damage to the District or other contractor(s);

19.4.1.6. Unsatisfactory performance of the Work by Contractor;

19.4.1.7. Failure to store and properly secure materials;

19.4.1.8. 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;

19.4.1.9. Failure of the Contractor to maintain As-Built Drawings;

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

19.4.1.11. Unauthorized deviations from the Contract Documents;

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

19.4.1.13. If requested by the District, or the failure to provide to the DIR, certified payroll records acceptable to the District and the DIR 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;

19.4.1.14. Failure to properly pay prevailing wages as defined in Labor Code sections 1720 et seq. and/or failure to comply with any other Labor Code requirements;

19.4.1.15. Failure to properly maintain or clean up the Site;

19.4.1.16. Failure to timely indemnify, defend or hold harmless the District;

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

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

19.4.1.19. Failure to pay any royalty, license or similar fees;

19.4.1.20. Failure of the Contractor to submit on a timely basis all Closeout Documentation in a manner and form that is proper, sufficient, and reasonably acceptable to the District, and to not cause a delay in the Completion or approval of the Project; or

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

19.4.1.22. Payment is delayed due to an audit inquiry by the State, the County Office of Education, the County, or any entity with jurisdiction related to the Project.

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

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 pursuant to the Contract 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 perform 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. 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 twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3. Payment After Cure

When Contractor cures the grounds for declining approval, payment shall be made for amounts so withheld. No interest shall be paid on any retention 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. 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. 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 material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

20. COMPLETION OF THE WORK

20.1. Completion

20.1.1. The Project may only be accepted by action of the governing board of the District.

20.1.2. District shall accept the Project and may have a Notice of Completion recorded when Project Completion has been achieved in accordance with the Contract Documents and to the satisfaction of District. For purposes of the payment of Retention, Completion is defined in Public Contract Code section 7107. For purposes of the timely filing of Stop Payment Notices, Completion is defined in California Civil Code section 9200, et seq.

20.1.3. Although there is no "substantial completion" for this Project, the District, at its sole option, may accept the Project and record a Notice of Completion when Project Completion has 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 thirty-five (35) days after the date of the District's acceptance of the Project, 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 thirty-five (35) 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. Closeout Procedures

20.2.1. Punch List

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"). 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. Closeout 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. As-Built Drawings

20.2.2.2.1. In addition to its requirement to provide monthly As-Built Drawings to the District, the Contractor shall provide a final set of As-Built Drawings, sometimes referred to as "Record Drawings," showing all of the Work as actually constructed upon Completion of the Project as indicated in the Specifications.

20.2.2.2.2. Contractor is liable and responsible for any and all inaccuracies in the As-Built Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3. Upon Completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector's approval of the final set of As-Built Drawings.

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

20.2.2.4. Closeout Documentation: Contractor shall provide all Closeout Documentation, which shall include the following, without limitation:

20.2.2.4.1. A full set of final As-Built Drawings, as further defined herein.

20.2.2.4.2. All Operations & Maintenance Manuals and information, as further defined herein.

20.2.2.4.3. All Warranties, as further defined herein.

20.2.2.4.4. Verified report(s) for all scope(s) of work (DSA 6-C, Rev 03/22/13, or more recent revision if available).

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. 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 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 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 ofsticking 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, ofdamaged and broken material replaced.

20.3.3.1.12. Finished and decorative work shall have marks, dirt, andsuperfluous 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. 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. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. 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 acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1. Final Payment

21.1.1. Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment or similar document indicating Architect's agreement that the Project has reached Completion. 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 has not reached Completion to the satisfaction of the District.

21.1.2. Upon acceptance of the Work of the Contractor as having reached Completion to the satisfaction of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District may record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay all the amount(s) due to its Subcontractors.

21.2. Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1. A full and final waiver or release of all stop notices and stop payment notices in connection with the Work shall be submitted by Contractor, including a release of stop notice or stop payment notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all stop notice or stop payment notice rights.

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

21.2.3. A duly completed and executed unconditional waiver and release upon final payment compliant with Civil Code section 8138 from each subcontractor of any tier and supplier that was paid from the previous progress payment; and

21.2.4. 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.

21.2.5. 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.

21.2.6. Contractor must have completed all requirements set forth under "Closeout Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

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

21.2.8. Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

21.2.9. 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 of the District by the Architect's Certificate of Payment;

21.3.1.2. After the satisfaction of the conditions set forth herein;

21.3.1.3. Within sixty (60) days after Completion;

21.3.1.4. No earlier than thirty-five (35) days of the recording of the Notice of Completion by District, if a Notice of Completion is recorded by the 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.

21.5. Claims Asserted After Final Payment

Any lien, stop payment notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor pursuant to the indemnification obligations of the Contract Documents. In the event any lien, stop payment notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop payment notice or other claim, including, without limitation all costs and reasonable attorneys' fees incurred by District in connection therewith.

22. UNCOVERING WORK, CORRECTION OF WORK AND RIGHT TO TAKEOVER WORK

22.1. Uncovering of Work

If a portion of the Work is covered without Project 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 replaced at the Contractor's expense without change in the Contract Price or Contract Time.

22.2. Rejection of Work

Prior to the District's Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work that is defective or not in conformity with the Contract Documents may be rejected by the District, the Architect or the Project Inspector and the Contractor shall correct all rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work,

materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

22.3. Nonconforming Work

22.3.1. 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.

22.3.2. 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.

22.4. Correction of Work

22.4.1. Correction of Rejected Work. Pursuant to the notice provisions herein, the Contractor shall promptly 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.

22.4.2. 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 acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

22.5. District's Right to Takeover Work

22.5.1. 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.

22.5.2. 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:

22.5.2.1. 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;

22.5.2.2. 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

22.5.2.3. 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 Unilateral Change Order, 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.

22.5.3. Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Work that is defective or that is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

23. TERMINATION AND SUSPENSION

23.1. District's Right to Terminate Contractor for Cause

23.1.1. 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 the following:

23.1.1.1. 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

23.1.1.2. Contractor fails to complete said Work within the time specified or any extension thereof, or

23.1.1.3. Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

23.1.1.4. Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

23.1.1.5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

23.1.1.6. Contractor persistently or repeatedly refuses 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

23.1.1.7. Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

23.1.1.8. Contractor persistently disregards laws, or ordinances, or instructions of District; or

23.1.1.9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

23.1.1.10. Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

23.1.2. Notification of Termination

23.1.2.1. 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 shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

23.1.2.2. Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to takeover and perform this Contract only if Surety:

23.1.2.2.1. Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to takeover and perform this Contract; and

23.1.2.2.2. Commences performance of the Contract within seven (7) days from date of serving of its notice to District.

23.1.2.3. If Surety fails to notify District or begin performance as indicated herein, District may takeover 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 the 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.

23.1.2.4. **Conversion to Termination for Convenience.** In the event the Contract is terminated under this "District's Right to Terminate Contractor for Cause" section and it is finally determined by an arbitrator, court, jury or other tribunal having jurisdiction, for any reason, that the Contractor was not in default under the provisions hereof or that the District's exercise of its rights this section was defective, deficient, ineffective, invalid or improper for any reason, the termination shall be deemed a termination for convenience of the District under the "Termination of Contractor for Convenience" section herein and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with the "Termination of Contractor for Convenience" section herein.

23.1.3. Effect of Termination

23.1.3.1. 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. 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. Contractor and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Contractor's failure to complete the Contract.

23.1.3.2. 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.

23.1.3.3. In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

23.1.3.4. 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.

23.1.3.5. **Assignment and Assumption of Subcontracts**. 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 it 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.

23.1.3.6. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

23.2. Emergency Termination of Public Contracts Act of 1949

23.2.1. The 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.

23.2.1.1. 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.

23.2.1.2. 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.

23.2.2. 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. District, in its sole discretion, may adopt the Contract Price as the reasonable value of the Work performed or any portion thereof.

23.3. Termination of Contractor for Convenience

23.3.1. District in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. 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. In case of a termination for convenience, Contractor shall have no claims against the District except:

23.3.1.1. The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

23.3.1.2. Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

23.4. Suspension of Work

23.4.1. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. When the District resumes the Project, the Parties will attempt to negotiate an adjustment in the Contract Price for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the parties cannot agree on an adjusted Contract Price, the District may terminate the Contract as permitted herein.

23.4.2. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Schedule of Values submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

23.5. Scope Reduction

In cases of suspension, partial or complete termination, or at the discretion of the District, the District reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.

24. CLAIMS RESOLUTION

24.1. Exclusive Remedy.

24.1.1. Compliance with the claim resolution process and timelines described in this Claims Resolution section as well as the notice provisions of the Contract are express conditions precedent to Contractor's right to commence litigation or arbitration, file a claim under the California Government Code, or commence any other legal action related to the Project ("Claims Resolution Process").

24.1.2. Contractor acknowledges that its failure, for any reason, to provide written notice and all required supporting documentation to permit the District's review and evaluation within the time frame required by this Claims Resolution Process, shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the contract Price on account of any instruction, request, drawings, specifications, action, condition, omission, default or other situation.

24.1.3. To the extent any provision(s) of this Claims Resolution Process conflict with or otherwise impair the timeframes and procedures of Public Contract Code section 9204, the provisions of Section 9204 shall control. If provisions of this Claims Resolution Process are supplementary and/or in addition to the requirements of Section 9204, but do not conflict with or otherwise impair the timeframes and procedures of Section 9204, the provisions of this Claims Resolution Process and the Contract shall control.

24.2. Performance during Claim Resolution Process.

The Contractor shall diligently proceed with Work on the Project at the same time that Claims are addressed under the Claims Resolution Process. It is the intent of District to resolve Claims with the Contractor as close to the events giving rise to the Claims as possible, and to avoid stale or late Claims and the late documenting of Claims. Contractor's failure to diligently proceed in accordance with the District's instructions or the Contract terms will be considered a material breach of the Contract and a waiver of Contractor's rights under this Contract.

24.3. Waiver.

If Contractor fails to timely submit any written notices required under the terms of the Contract or in this Claims Resolution section, Contractor waives and releases its rights regarding further review of its Claim, unless Contractor and District mutually agree in writing to other time limits.

24.4. Intention.

The Claims Resolution Process required herein is intended to provide a concise mechanism for resolving Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Claims that are not contemporaneously resolved.

24.5. Other Provisions.

If portions of the Contract, other than this Claims Resolution Process, establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Claims Resolution Process shall control the resolution of all Claims.

24.6. Claim Presentation

24.6.1. Claim: A claim is a written demand by Contractor (or by Contractor on behalf of a Subcontractor) that the Contractor must submit by **registered mail or certified mail return receipt requested** for:

24.6.1.1. An extension to the Contract Time, including relief from damages or penalties assessed by the District for delay;

24.6.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or the Contractor is not otherwise entitled; or

24.6.1.3. Payment that is disputed by the District.

("**Claim**")

24.6.2. A PCO may be a Claim, but the Parties agree that a PCO shall only be a Claim if:

24.6.2.1. The District states in writing that it disagrees with the terms of a PCO and directs the Contractor to utilize the Claim Resolution Process, or

24.6.2.2. The District rejects in whole or in part a PCO and the Contractor states in writing that it is utilizing the Claim Resolution Process for the portion of the PCO that the District rejected.

24.7. Subcontractors.

24.7.1. Public Contract Code section 9204(d)(5) states that 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 the Contractor present a claim for Work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the District and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

24.7.2. Contractor is responsible for providing this Claims Resolution Process to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor are informed of this Claims Resolution Process. No Claim submitted by any party that fails to follow the provisions of this Claims Resolution Process will be considered. Contractor shall indemnify, keep and hold harmless the District and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Claims Resolution Process to its Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor.

24.7.3. Contractor Must Timely Identify, Present and Document Any Claim

24.7.3.1. Every Claim shall be stated with specificity in writing and signed by Contractor under penalty of perjury and presented to the District within ten (10) calendar days from the date Contractor discovers or reasonably should discover, that an act, error or omission of District, its agents or employees, or action, condition or other situation has occurred that may entitle Contractor to make a Claim. This shall include the Contractor's actual or constructive knowledge of any instruction, request, drawings, specifications, action, condition, omission, default or other situation for which the contractor believes there should an adjustment of the Contract Price or Contract Time. Contractor shall provide this writing even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Claim. The writing shall:

24.7.3.1.1. Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Claim;

24.7.3.1.2. Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and

24.7.3.1.3. Identify in detail line-item costs if the Claim seeks money.

24.7.3.1.4. If the Claim involves extra work, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of District, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

24.7.3.1.5. If the Claim involves an error or omission in the Contract Documents:

24.7.3.1.5.1. An affirmative representation under penalty of perjury by Contractor and any affected Subcontractors and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and

24.7.3.1.5.2. A detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Contractor, its Subcontractors and suppliers, prior to submitting a proposal for the Work.

24.7.3.1.6. Contractor shall not be entitled to compensation for escalation of materials costs unless Contractor demonstrates to the satisfaction of the District that such cost escalation is the result of unusual, unforeseeable market conditions, not the fault of the Contractor, and were not reasonably foreseeable at the time of the award of the Contract. Contractor shall provide evidence to District of the costs included in the Contract for those materials and that those costs were reasonable at the time and that Contractor timely ordered the materials at issue.

24.7.3.2. The writing shall be accompanied by all documents substantiating Contractor's position regarding the Claim.

24.7.3.3. A Claim that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

24.7.4. Certification. Each copy of the Claim Documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents. This certification shall be under penalty of perjury and must include the following language immediately above or before the Contractor's signature: "***I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit***." The Contractor acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection therewith. This certification must include a certification of any portion of the Claim from Subcontractor(s) or others who are asserting Claims by and through Subcontractors and/or the Contractor

24.7.5. District's Written Statement/Decision on Claim. The District shall issue a written statement/decision regarding the Claim to the Contractor within forty-five (45) days of receipt of the written Claim from the Contractor, or three (3) days after the District's first regular governing board meeting after that 45-day period if the District's governing board does not meet within that first 45-day

period. If the District fails to timely provide a written statement/decision regarding the Claim, the Claim shall be deemed rejected in its entirety.

24.7.6. Contractor Must Demand an Informal Meet and Confer Conference if Contractor Pursues Any Claim

24.7.6.1. FAILURE OF A CONTRACTOR TO TIMELY DEMAND A MEET AND CONFER CONFERENCE IS A WAIVER OF ITS RIGHT TO PURSUE ALL OR A PORTION OF ITS CLAIM.

24.7.6.2. Where There Is No Agreement: If there is no agreement between Contractor and the District on a Claim, then within ten (10) calendar days of the date of the District's written statement/decision in response to a Claim or PCO, if Contractor pursues that Claim, then Contractor must demand, by **registered mail or certified mail return receipt requested,** a meet and confer conference with District staff. A meet and confer conference with District staff shall be a condition precedent to Contractor seeking any further relief, including a mediation as indicated below.

24.7.6.3. Where There Is Partial Agreement: If Contractor and the District partially agree on a Claim but do not reach complete agreement, then the Parties shall complete a Change Order, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, if Contractor pursues those issues from that Claim, then Contractor must demand, by **registered mail or certified mail return receipt requested,** a meet and confer conference with District staff regarding those issues. A meet and confer conference with District staff shall be a condition precedent to Contractor seeking any further relief, including a mediation as indicated below, in connection with the District's rejection.

24.7.6.4. Meet and Confer Conference. District and Contractor shall schedule the meet and confer conference as soon as reasonably possible after Contractor's written demand for a meet and confer conference, but in no case later than thirty (30) days after Contractor's demand.

24.7.6.5. District's Written Decision. Within ten (10) **business** days of the meet and confer conference, the District shall issue a written decision. If the District fails to timely provide a written statement/decision after the meet and confer conference, all Claim issues that were part of the meet and confer conference shall be deemed rejected in their entirety.

24.7.6.5.1. If the District's decision completely resolves the Claim, then the Parties shall complete a Change Order, if applicable, for the issues and/or amounts agreed to.

24.7.6.5.2. If the District rejects the Contractor's Claim in whole or in part or does not issue a timely written response, then the parties shall mediate the remaining issues of the Claim.

24.7.6.5.3. Contractor's costs incurred in seeking relief for Claims are not recoverable from District.

24.7.7. Mediation.

24.7.7.1. At the District's sole discretion, this mediation may be a multiple-party mediation with the Architect, the Construction Manager, the Inspector, and/or other District consultants.

24.7.7.2. The District and Contractor shall mutually agree to a mediator within ten (10) **business** days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral

mediator.

24.7.8. Contractor's Obligation to File a Government Code Claim. Nothing in this Contract, including this Claims Resolution Process, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code section 910, et seq. Therefore, in addition to complying with this Claims Resolution Process, the Contractor is required to present claims to the District pursuant to Government Code section 910, et seq. If after the requirements of this Claims Resolution Process are satisfied, and all or a portion of the Claim remains unresolved, and if the Government Code claim is rejected by the District, the Contractor may proceed under the post-mediation provisions of this Claims Resolution Process.

24.7.9. Post Mediation Provisions

24.7.9.1. Claims of $375,000 or Less: The provisions of Public Contract Code § 20104.4 shall apply. Pursuant to Public Contract Code § 20104.4(a), 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. Pursuant to Public Contract Code § 9204(d)(2)(D), a mediation conducted pursuant to this Claims Resolution Process shall excuse the obligation under Public Contract Code § 20104.4(a) to mediate after litigation has been commenced unless otherwise agreed to by the parties in writing.

24.7.9.2. Litigation of Claims in Excess of $375,000. If, after a mediation as indicated above, the Parties have not resolved the Claim, either Party may commence an action in a court of competent jurisdiction to contest that decision within ninety (90) days following the conclusion of that mediation or one (1) year following the accrual of the cause of action, whichever is later. By mutual agreement, the Parties can agree to instead resolve the Claim through arbitration.

24.7.10. The District shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq*., made to the District by the Contractor or any Subcontractor under the standards set forth in Government Code section 12650 *et seq*. Any Contractor or Subcontractor who submits a false claim shall be liable to the District for three times the amount of damages that the District sustains because of the false claim. A Contractor or Subcontractor who submits a false claim shall also be liable to the District for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to $11,000 for each false claim.

24.8. Documentation of Resolution.

If a Claim is resolved, the District shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate.

24.9. Claim Resolution Process – Non-Applicability.

The procedures and provisions in this Claims Resolution section shall **not** apply to:

24.9.1. District's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

24.9.2. District's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from District contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Claims Resolution section and the Contract;

24.9.3. Personal injury, wrongful death or property damage claims;

24.9.4. Latent defect or breach of warranty or guarantee to repair;

24.9.5. Stop notices or stop payment notices; or

24.9.6. Any other District rights as set forth herein.

24.10. The District's failure to respond to a Claim from the Contractor within the time periods described herein or to otherwise meet the time requirements of Public Contract Code section 9204 shall automatically result in the Claim being deemed rejected in its entirety, with no admission by the District as to the merits of the Claim.

24.11. If District fails timely issue payment for any Claim or portion of a Claim as required pursuant to these Claim Resolution Procedures, the Contractor is permitted to assess interest indicated in Public Contract Code section 9204. Notwithstanding this provision, and in accordance with California Public Contract Code §7107, the District is entitled to withhold up to 150% of disputed amounts and the District shall not be liable for payment of interest on such disputed amounts pending final adjudication of such disputes.

25. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS

25.1. Contractor & Subcontractor Registration

25.1.1. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

> "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

25.1.2. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Contractor's Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Contractor represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

25.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

25.2. Wage Rates, Travel and Subsistence

25.2.1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, 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.

25.2.2. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, 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.

25.2.3. Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

25.2.4. If during the period this bid is required to remain open, the Director 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.

25.2.5. Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars ($200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as 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.

25.2.5.1. The amount of the penalty shall not be less than forty dollars ($40) for each calendar day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

25.2.5.2. The amount of the penalty shall not be less than eighty dollars ($80) for each calendar day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

25.2.5.3. The amount of the penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.

25.2.5.4. 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.

25.2.6. 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.

25.2.7. 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 section 3093, and similar purposes.

25.2.8. 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).

25.3. Hours of Work

25.3.1. 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 days 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.

25.3.2. 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.

25.3.3. 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.

25.3.4. 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.

25.4. Payroll Records

25.4.1. If requested by the District, Contractor shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District and an accurate and certified payroll record ("CPR(s)"), 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.

25.4.1.1. In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis. 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 shall not make any payment to Contractor until:

25.4.1.1.1. Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District, and

25.4.1.1.2. The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.

25.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

25.4.2.1. 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.

25.4.2.2. 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 Department of Industrial Relations.

25.4.2.3. 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 either 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.

25.4.3. The form of certification for the CPRs shall be as follows:

I,_____(Name-Print), the undersigned, am the _____ _____ (Position in business) with the authority to act for and on behalf of _____ _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date:_____ Signature:_____
(Section 16401 of Title 8 of the California Code of Regulations)

25.4.4. Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

25.4.5. 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.

25.4.6. Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.

25.4.7. 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 one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

25.4.8. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

25.5. Apprentices

25.5.1. 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.

25.5.2. 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.

25.5.3. 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.

25.5.4. 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.

25.5.5. 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.

25.5.6. 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.

25.5.7. 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:

25.5.7.1. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

25.5.7.2. 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.

25.5.8. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

25.5.9. 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, San Francisco, California 94102.

25.5.10. Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108, et seq.

25.6. Non-Discrimination

25.6.1. Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and 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.

25.6.2. 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.

25.7. 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.) the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.

26. MISCELLANEOUS

26.1. Assignment of Antitrust Actions

26.1.1. Section 7103.5(b) of the Public Contract Code states:

> In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

26.1.2. 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.

26.1.3. 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.

26.1.4. 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.

26.1.5. Under this Article, "public purchasing body" is District and "bidder" is Contractor.

26.2. 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.

26.3. Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

26.4. Shipments

All shipments must be F.O.B. destination to Site or sites, 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.

26.5. 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 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 71 00

SPECIAL CONDITIONS

1. **Prevailing Wages**: Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers. Companies that manufacture and deliver ready-mixed concrete directly to construction sites using their own drivers, are not subject to this requirement pending the final adjudication of *Allied Concrete & Supply Co., v. Edmund Gerald Brown Jr., et al.*, United State District Court, Central District of California, Case. No. 2:16-CV-04830-RGK (FFM).

2. **District Delay(s)** [**OPTIONAL PROVISION RELATED TO DAMAGES THE DISTRICT WOULD PAY TO CONTRACTOR FOR DISTRICT-CAUSED DELAYS**]

   If the Contractor is delayed by the District or anyone employed by it and granted an extension of time, or if the Contractor is delayed and the District is held responsible for such delay, the Contractor and the District agree that it is impractical and infeasible to determine the amount of actual damage suffered by the Contractor as a result of such delay. Such damages include, but are not limited to, extended home and field office overhead, impairment of bonding capacity, lost opportunity, and all other damages or claims, regardless of tier, attributable, or claimed to be attributable to any such delay. **Accordingly, in such an instance, it is agreed that the District will pay to the Contractor as fixed and liquidated damages, and not as a penalty, the following sum for each calendar day of delay beyond the Contract Time:_____dollars** [**SPELL OUT AMOUNT**] ($_____) [**INDICATE NUMERICAL AMOUNT**].

3. Prequalification [IF PREQUALIFICATION IS REQUIRED PURSUANT PUBLIC CONTRACT CODE 20111.6]

All bidders are required to have been prequalified by the District. In addition, all subcontractors with the following license classifications must also have been prequalified by the District: Subcontractors with a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intend to bid as a first-tier Subcontractor to a general contractor (prime contractor) that is bidding directly to the District. The following Subcontractors have been prequalified by the District:

- Mechanical Subcontractors

_____, _____, CA; CSLB No. _____

_____, _____, CA; CSLB No. _____

_____, _____, CA; CSLB No. _____

_____, _____, CA; CSLB No. _____

_____, _____, CA; CSLB No. _____

_____, _____, CA; CSLB No. _____

_____, _____, CA; CSLB No. _____

_____, _____, CA; CSLB No. _____

- Electrical Subcontractors

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

- Plumbing Subcontractors

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

  _____, _____, CA; CSLB No. _____

4. Mitigation Measures

Contractor shall comply will 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.)

5. Modernization Projects

a. **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 Contractor commences Work. 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 Contractor, unless, at the discretion of District, other arrangements are made in advance.

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

c. **Maintaining Services**. 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 District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

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

e. **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 the school up to, and including, rescheduling specific work activities, at no additional cost to District.

f. **No Work During Student Testing**. Contractor shall, at no additional cost to District and at 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-required tests.

6. Badge Policy For Contractors

Contractor shall provide their workers and all of Subcontractors' workers with identification badges. These badges shall be worn by all members of the Contractor's staff and all of Subcontractors' staff who are working in a District facility.

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

(1) Name of Contractor

(2) Name of Employee

(3) Contractor's address and phone number

b. Badges must be worn when 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.

c. Failure to display identification badges as required by this policy may result in the assessment of fines against the Contractor.

7. Substitution for Specified Items

a. Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.

b. Requests for substitutions after award of the Contract shall be within **THIRTY-FIVE** (**35**) days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

c. 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) 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.

(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(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

d. A request for a substitution shall be in writing and shall include:

(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;

(2) Available maintenance, repair or replacement services;

(3) Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

(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

(5) The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

e. 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) 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;

(2) The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

(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;

(4) The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

(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.

f. 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.

g. 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.

h. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

8. 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, that such employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

9. Weather Days

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters:

[MODIFY DAYS FOR AREA OF PROJECT]

January	**[11]**	July	**[0]**
February	**[10]**	August	**[0]**
March	**[10]**	September	**[1]**
April	**[6]**	October	**[4]**
May	**[3]**	November	**[7]**
June	**[1]**	December	**[10]**

10. **Insurance Policy Limits**. Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than_____[**E.G. A: IX, MODIFY RATING OF CARRIER, AS DESIRED.]** The limits of insurance shall not be less than:

[MODIFY LIMITS OF INSURANCE FOR PROJECT, AS DESIRED]

Commercial General Liability	Combined Single Limit	$2,000,000 per occurrence; $4,000,000 aggregate
	Product Liability and Completed Operations	$2,000,000 per occurrence; $4,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	$2,000,000 per occurrence; $4,000,000 aggregate
Excess Liability (Umbrella)		$6,000,000 per occurrence; $6,000,000 aggregate

Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		$2,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

11. Contractor's Risk Insurance: Contractor's Risk "All Risk" Insurance.

a. [**NO EARTHQUAKE OR FLOOD**] Contractor shall procure and maintain, during the life of the Project, Contractor's Builders 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.

b. 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, sonic disturbance, collapse, wind, fire, lightning, and smoke. 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.

c. **Earthquake and Flood Coverage.** The District may require the Contractor to include coverage for "earthquake(s)" and/or "flood" and Contractor shall provide the price for those additional coverages for the District's consideration prior to including or charging the District for those coverages.

d. The deductible for this insurance shall be paid by Contractor.

12. **Computerized Job Cost Reporting System.** [**OPTIONAL PROVISION RELATED TO CONTRACTOR'S OBLIGATION TO MAINTAIN JOB COST REPORTS.**]

a. **Job Cost Reporting.** The Contractor and each Subcontractor with a Subcontract valued at Three Hundred Thousand Dollars ($300,000) or greater shall maintain a computerized job cost reporting system conforming to the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

b. **Job Cost Reporting System Requirements.** The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown (Schedule of Values) and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (a) providing overall cost status on a monthly and cumulative basis; (b) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (c) tracking adjustments to original budget amounts for Changes to the

Work (including, without limitation, issued, pending and potential Change Orders).

c. **Job Cost System Information.** Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and provide the District and the Project Manager with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

13. Permits, Certificates, Licenses, Fees, Approval

a. Approvals, Certificates, Fees, Inspections, Licenses, Permits, Etc.

(1) **Permits in Bid Price**. Contractor shall include in its Bid the cost of any approvals, certificates, fees, inspections, licenses, permits or similar requirements necessary for the performance of the Work ("Permits").

a) "Permits" includes, without limitation, any of the following if required: temporary or permanent building, mechanical, electrical or plumbing permits; certificates of occupancy; curb-breaking permits, highway entrance permits; water permits; local inspector fees; etc.

b) "Permits" does not include Project Inspector fees (which will be paid by the District unless otherwise indicated herein), professional licensing, or contractors' licensing.

c) The Contractor shall be required to obtain all Permits. The Contractor shall ensure sufficient time in its Construction Schedule to secure and obtain all permits and shall not be permitted to claim a delay in the Project due to a delay in obtaining a Permit.

b. **Certain Fees Not Part of Permits.** Notwithstanding the above requirements, District shall oversee the obtaining and payment of the following permits, fees or charges, but Contractor shall assist in those efforts as requested by the District at no additional cost to District:

[MODIFY PERMITS THAT DISTRICT WILL PROCURE AND PAY FOR ON THIS SPECIFIC PROJECT]

(1) [E.G. (WATER CONNECTION FEES)]
(2) [E.G. (SEWER CONNECTION FEES)]
(3) [E.G. (IMPACT FEES)]
(4) [E.G. (CAPACITY CHARGES)]

c. Storm Water Permits

[MODIFY BASED ON WHETHER THE DISTRICT WILL DESIGNATE THE CONTRACTOR AS THE QSP.]

(1) Contractor shall perform the Work of the Project related to being District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP").

(2) As District's QSP, Contractor shall be responsible for storm water and non-storm water visual observations, sampling, and analysis per the District's SWPPP.

(3) Contractor shall strictly follow the requirements to implement all the provisions of the SWPPP including, without limitation, preparation of monitoring and recording reports and providing those to District.

(4) Contractor's indemnity obligations are applicable to any damages, penalties, fees, charges, or related expenses assessed or charged to the District by any water boards or agencies with jurisdiction

related to compliance with the Storm Water Permits.

d. <u>Project Inspection</u>

In addition to the requirements in the Contract Documents related to cooperation with and authority of the DSA Project Inspector(s) for the Project, Contractor acknowledges that the DSA inspection, approval and certification process for projects was revised in 2012-2013 and that Contractor must comply with the requirements of the most recent versions of DSA document PR 13-01. Below are provisions of this document from 2012-2013: PR 13-01 (Procedure: Construction Oversight Process) - Duties of Contractor related to the use of "Project Inspection Card" (Form DSA 152).

(1) The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.

(2) If at any time it is discovered that work is being done which is not in accordance with the DSA approved construction documents, the Contractor shall correct the work immediately.

(3) Verify that forms DSA 152 are issued for the project prior to the commencement of construction.

(4) Meet with the design team, the Laboratory of Record and the Project Inspector to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project.

(5) Notify the 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 other agreed upon written documents) to the Project Inspector.

(6) Notify the Project Inspector of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.

(7) Consider the relationship of the signed off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the Project Inspector has signed off applicable blocks and sections of the form DSA 152, the Contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities, that cover up the unapproved work, will be subject to a "Stop Work Order" from the DSA or the District and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.

END OF DOCUMENT

DOCUMENT 01 11 00

SUMMARY OF WORK

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.1.3. Submittals; and

1.1.4. Temporary Facilities and Controls.

1.2. SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

The Work may consist of the following:

1.2.1. Selective demolition and construction necessary for the **John Muir Landscape Project,** including associated civil landscape and architectural work as indicated in the Drawings and Specifications. Generally, these categories of work involve sitework, concrete flatwork, steps, pathways and landings, irrigation, landscaping the repair of existing infrastructure.

1.2.2. The Project will involve the "phasing" and barricading of work areas as required to contain work areas to avoid interaction with Summer School and other ongoing activities.

1.2.3. _____

1.2.4. _____

1.2.5. _____

1.3. CONTRACTS

Perform the Work under a single, fixed-price Contract which will include bid alternates and unit prices.

1.4. DEFERRED APPROVAL ITEMS (Not applicable)

1.4.1. ~~All items that are subject to subsequent review and approval by the Division of the State Architect shall are as indicated below. No deferred approval items shall be installed until the Contractor has complied with all the processes in the Contract Documents, including in Submittals, Document 01 33 00.~~

1.4.2. ~~Deferred approval items for this Project are the following:~~

1.5. WORK BY OTHERS

1.5.1. Work to be performed and completed prior to the start of the Project: **Storm Drain Repair by others.**

1.6. CODES, REGULATIONS, AND STANDARDS

1.6.1. The codes, regulations, and standards adopted by the State and federal agencies having jurisdiction shall govern minimum requirements for the Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.

1.6.2. Codes, regulations, and standards are as published effective as of date of bid opening, unless otherwise specified or indicated.

1.7. EXAMINATION OF EXISTING CONDITIONS

1.7.1. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.

1.7.2. Prior to commencement of Work, Contractor shall survey the Site and existing building exteriors and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

1.7.3. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.8. CONTRACTOR'S USE OF PREMISES

1.8.1. If unoccupied and only with the District's prior written approval, Contractor may use building(s) for storage areas. Contractor's access to the building(s) shall be limited to the areas indicated.

1.8.2. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor, at no expense to District.

1.8.3. Contractor shall not interfere with others use of or access to occupied portions of the building(s) or adjacent property.

1.8.4. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.

1.8.5. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.

1.9. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

1.9.1. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.

1.9.2. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.10. UTILITY SHUTDOWNS AND INTERRUPTIONS

1.10.1. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.

1.10.2. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

1.11. STRUCTURAL INTEGRITY

1.11.1. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.

1.11.2. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

END OF DOCUMENT

DOCUMENT 01 12 10

CONTRACT FORMS AND SUBMITTALS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.1.3. Submittals; and

1.1.4. Construction Schedule.

2. REQUIREMENTS OF THE DISTRICT

2.1. Contractor shall utilize the District's forms as indicated below [**AND AS ATTACHED HERETO**]. This requirement also applies to submittals, including the requirement that the Contractor and its Subcontractors, as indicated, utilize the ~~software, internet and specific programs~~ forms on this Project as indicated herein.

~~**2.2.** The link to the District's on-line document, submittal, and forms program can be found at: http://www.~~

2.3. CONTRACTOR SUBMITTALS

All submittals required by the Contract Documents, shall be submitted using the programs, processes and software indicated below. If no specific program or format is indicated, then Microsoft Word or Microsoft Excel is acceptable.

2.3.1. Preliminary Construction Schedule

2.3.2. Schedule of Values

2.3.3. Contractor's Completed Subcontractor List

2.3.4. Contractor's Safety Plan

2.3.5. Schedule of Submittals

2.3.6. Operations And Maintenance Manual & Instructions

END OF DOCUMENT

DOCUMENT 01 20 00

PRICE AND PAYMENT PROCEDURES

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS:

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions; and

1.1.2. Special Conditions;

1.2. DESCRIPTION:

1.2.1. This Document contains procedures to be followed by the Contractor to request payment.

1.2.2. IF THERE IS ANY INCONSISTENCY IN THIS DOCUMENT WITH THE PROVISIONS IN THE GENERAL CONDITIONS AND THE SPECIAL CONDITIONS THAT THE CONTRACTOR SHALL COMPLY WITH RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES (e.g., "PAYMENTS," "Schedule of Values"), THOSE PROVISIONS IN THE GENERAL CONDITIONS AND THE SPECIAL CONDITIONS SHALL TAKE PRECEDENCE.

1.3. SECTION INCLUDES

1.3.1. Schedule of Values.

1.3.2. Application for Payment.

1.1. SCHEDULE OF VALUES

1.1.1. Provide a breakdown of the Contract Price with enough detail to facilitate continued evaluation of Applications for Payment and Progress Reports.

1.1.2. Contractor must update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Price.

1.2. APPLICATIONS FOR PAYMENT

1.2.1. **Form:** Submit six (6) copies of each Application for Payment on AIA Form G702 - Application and Certificate for Payment and AIA Form G703 Continuation Sheet, or District-approved form with the same information as these AIA forms.

1.2.2. **Content and Format**: Utilize Schedule of Values for listing items in Application for Payment.

END OF DOCUMENT

DOCUMENT 01 21 00

ALLOWANCES (Not Applicable)

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISION

~~Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:~~

~~1.1.1. General Conditions including without limitation, Contract Terms and Definitions;~~

~~1.1.2. Special Conditions;~~

~~1.1.3. Agreement; and~~

~~1.1.4. Bid Form.~~

1.2. ~~SUMMARY~~

~~**1.2.1. THE SPECIFIC ALLOWANCES FOR THIS PROJECT ARE AS LISTED IN THE AGREEMENT.**~~

~~1.2.2. This Document includes administrative and procedural requirements governing Allowances.~~

~~1.2.3. Certain items are specified in the Contract Documents by Allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.~~

1.3. ~~SELECTION AND PURCHASE~~

~~1.3.1. At the earliest practical date after award of the Contract, Contractor shall advise District of the date when final selection and purchase of each product or system described by an Allowance must be completed to avoid delaying the Work.~~

~~1.3.2. At District's request, obtain proposals for each Allowance for use in making final selections. Include recommendations that are relevant to performing the Work.~~

~~1.3.3. Purchase products and systems selected by District from the designated supplier.~~

1.4. ~~SUBMITTALS~~

~~1.4.1. Submit proposals for purchase of products or systems included in Allowances, in the form specified for Change Orders.~~

~~1.4.2. Submit invoices or delivery slips to show actual quantities of materials delivered to the Site for use in fulfillment of each Allowance.~~

1.4.3. Coordinate and process submittals for Allowance items in same manner as for other portions of the Work.

1.5. COORDINATION

Coordinate Allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6. PAYMENT FOR ALLOWANCES

1.6.1. Allowance shall include cost to Contractor of specific products and materials under Allowance and shall include taxes, freight, and delivery to Project site.

1.6.2. Contractor shall invoice for its costs for receiving and handling at Project Site, labor, installation, overhead and profit, and similar costs related to products and materials under Allowance in the identical structure as a Change Order..

1.7. UNUSED MATERIALS

1.7.1. Return unused materials purchased under an Allowance to manufacturer or supplier for credit to District, after installation has been completed and accepted.

1.7.2. If requested, prepare and deliver unused material for storage by District when it is not economically practical to return the material for credit. If directed, deliver unused material to District's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

2. EXECUTION

2.1. EXAMINATION

Examine products covered by an Allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

2.2. PREPARATION

Coordinate materials and their installation for each Allowance with related materials and installations to ensure that each Allowance item is completely integrated and interfaced with related work.

END OF DOCUMENT

DOCUMENT 01 23 00

ALTERNATES AND UNIT PRICING

1. ALTERNATES AND UNIT PRICES

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.1.3. Bid Form and Proposal; and

1.1.4. Instruction to Bidders.

2. ALTERNATES

2.1. DESCRIPTION

An amount proposed by Contractor and stated in its Bid Form for certain work defined in the Instruction to Bidders and Bid Form that may be added to or deducted from the Base Bid amount. The acceptance or rejection of any of the alternates is strictly at the option of the District and subject to District's acceptance of Contractor's stated prices contained in this Proposal.

2.2. GENERAL:

2.2.1. Coordination: Contractor shall modify or adjust adjacent work as necessary to completely integrate work of the alternate into the Project.

2.2.1.1. Include as part of each alternate, miscellaneous devices, accessories and similar items incidental to or required for a complete installation whether or not indicated as part of the alternate.

2.2.1.2. Include as part of each alternate, the costs of related coordination, modification, or adjustments.

2.2.2. If District accepts an alternate, Contractor shall perform the work of the alternate under the same conditions as other work required by Contract Documents.

3. UNIT PRICING

3.1. DESCRIPTION

An amount proposed by Contractor and stated in its Bid Form for certain work defined in the Instruction to Bidders and Bid Form that may be priced by unit. The acceptance or rejection of any of the unit prices is strictly at the option of the District and subject to District's acceptance of Contractor's stated prices contained in the Bid Form and may be subsequently negotiated prior to incorporation on Change Order(s).

3.2. GENERAL

Contractor shall completely state all required figures based on Unit Prices required in the Bid Form. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

3.3. UNIT PRICES

Furnish additive and/or deductive unit prices for each of the named items on a square foot, lineal foot, or per each basis, as requested and applicable. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

END OF DOCUMENT

DOCUMENT 01 25 10

PRODUCT OPTIONS AND SUBSTITUTIONS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions; and

1.1.3. Instructions to Bidders.

1.1. DOCUMENT INCLUDES

1.1.1. Product options.

1.1.2. Limitations on Substitutions.

1.1.3. Regulatory Requirements.

1.1.4. Substitution Representation.

1.1.5. Submittal Procedure.

1.1.6. District's Review.

1.2. DEFINITIONS

1.2.1. 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. Contractor must refer to the Instructions to Bidders, the General Conditions and the Special Conditions for limitations on when requests for substitution(s) are permitted on Project. The following are not considered substitutions:

1.2.1.1. Revisions to Contract Documents requested by the District or Architect.

1.2.1.2. Specified options of products, materials, and equipment included in Contract Documents.

1.2.2. Whenever in the Specifications any material, product, thing, or service is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be used for the purpose of facilitating the description of the material, product, thing, or service, and shall be deemed to be followed by the words "or equal," except:

1.2.2.1. When designated to match other material, product, thing, or service in use on a particular public improvement either completed or in the course of completion; or

1.2.2.2. When designated as a field test or experiment.

1.3. PRODUCT OPTIONS

1.3.1. **Products Specified by Reference Standards or by Description Only**: Any Product meeting those standards or description.

1.3.2. **Products Specified by Naming One or More Manufacturers with or without Provision for Substitution**: Products of manufacturers named and meeting specifications with substitution of Products or manufacturer only when submitted under provisions of this section.

1.4. LIMITATIONS ON SUBSTITUTIONS

1.4.1. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.

1.4.2. Burden of proof of merit of requested substitution is the responsibility of the Contractor.

1.4.3. It is the sole responsibility of Contractor to submit the proper content of any requests for substitutions. Incomplete submittals will be rejected.

1.5. REGULATORY REQUIREMENTS

1.5.1. It shall be the responsibility of Contractor to obtain all regulatory approvals required for proposed substitutions.

1.5.2. All regulatory approvals shall be obtained for proposed substitutions prior to submittal of substitution request to Architect.

1.5.3. All costs incurred by the District in obtaining regulatory approvals for proposed substitutions to include the costs of the Architect and any authority having jurisdiction over the Project shall be reimbursed to the District. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.

1.5.4. Substitutions of materials or work procedures which affect the health, safety and welfare of the public shall have prior approval of the Division of the State Architect (DSA) field representative.

1.6. SUBSTITUTION REPRESENTATION

In submitting a request for substitution, Contractor makes the representation that:

1.6.1. Contractor has investigated the proposed substitution and determined that it meets or exceeds the quality level of the specified product;

1.6.2. Contractor has determined that all components of the proposed substitution are identical and fully interchangeable with the product name and number specified;

1.6.3. Contractor will provide the same warranty or guarantee for the substitution as for the specified product;

1.6.4. Contractor will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to the District;

1.6.5. Contractor waives claims for additional cost or time extension which may subsequently become apparent; and

1.6.6. Contractor will reimburse District for the cost of District's and Architect's review or redesign services associated with substitution request.

1.7. SUBMITTAL PROCEDURE

1.7.1. Submit six (6) copies of each request.

1.7.2. Submit request using District's Substitution Request Form as indicated in Contract Forms and Submittals. Substitution requests that are not on District's required form shall be returned without review.

1.7.3. Limit each request to one proposed substitution.

1.7.4. Request to include sufficient data so that direct comparison of proposed substitution can be made.

1.7.5. Provide complete documentation for each request. Documentation shall include the following information, as appropriate, as a minimum:

1.7.5.1. Statement of cause for substitution request.

1.7.5.2. Identify product by specification section and article number.

1.7.5.3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.

1.7.5.4. List similar projects where proposed substitution has been used, dates of installation and names of Architect and District.

1.7.5.5. List availability of maintenance services and replacement materials.

1.7.5.6. Documented or confirmation of regulatory approval.

1.7.5.7. Product data, including drawings and descriptions of products.

1.7.5.8. Fabrication and installation procedures.

1.7.5.9. Samples of proposed substitutions.

1.7.5.10. Itemized comparison of significant qualities of the proposed substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.

1.7.5.11. Coordination information, including a list of changes or modifications needed to other items of work that will become necessary to accommodate proposed substitution.

1.7.5.12. Statement on the substitutions effect on the construction schedule.

1.7.5.13. Cost information including a proposal of the net reduction in cost to the Contract Price if the proposed substitution is accepted.

1.7.5.14. Certification that the substitution is equal to or better in every respect to that required by the Contract Documents and that substitution will perform adequately in the application intended.

1.7.5.15. Waiver of right to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.

1.7.6. Inadequate warranty, vagueness of submittal, failure to meet specified requirements, or submittal of insufficient data will be cause for rejection of substitution request.

1.8. DISTRICT'S REVIEW

1.8.1. The District will accept or reject proposed substitution within a reasonable amount of time.

1.8.2. If a request is made prior to bid opening and the District has not completed its review, Contractor shall base its bid on the product specified only.

1.8.3. There shall be no claim for additional time for review of proposed substitutions.

1.8.4. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an addendum.

END OF DOCUMENT

DOCUMENT 01 26 00

CONTRACT MODIFICATION PROCEDURES

2. GENERAL

2.1. RELATED DOCUMENTS AND PROVISIONS:

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

2.1.1. General Conditions;

2.1.2. Special Conditions;

2.1.3. Allowances;

2.1.4. Product Options and Substitutions; and

2.1.5. Project Coordination.

2.2. DESCRIPTION:

2.2.1. This Document contains procedures to be followed by the Contractor to request changes in the Contract Time of the Contract Price.

2.2.2. IF THERE IS ANY INCONSISTENCY IN THIS DOCUMENT WITH THE PROVISIONS IN THE GENERAL CONDITIONS AND THE SPECIAL CONDITIONS THAT THE CONTRACTOR SHALL COMPLY WITH RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES (e.g., "CHANGES IN THE WORK"), THOSE PROVISIONS IN THE GENERAL CONDITIONS AND THE SPECIAL CONDITIONS SHALL TAKE PRECEDENCE.

1.1. SUMMARY:

This Document specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2. CONSTRUCTION CHANGE DIRECTIVE:

The District may as provided by law, by Construction Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions.

1.3. PRICE REQUESTS:

1.3.1. Do not consider Price Requests to be instructions either to stop work in progress or to execute the proposed change.

1.3.2. Within time specified in Price Request after receipt of Price Request, submit a quotation estimating cost adjustments to the Contract Price and the Contract Time necessary to execute the change.

1.3.2.1. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

1.3.2.2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

1.3.2.3. Include costs of labor and supervision directly attributable to the change.

1.3.2.4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4. PROPOSED CHANGE ORDERS:

Contractor may propose changes by submitting a request for a change on District's Proposed Change Order form (PCO) to District.

1.4.1. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4.2. Comply with Contract Document requirements if the proposed change requires substitution of one product or system for product or system specified.

END OF DOCUMENT

DOCUMENT 01 26 10

REQUESTS FOR INFORMATION – PROCEDURES

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions; and

1.1.2. Special Conditions.

1.2. DESCRIPTION

This Document contains procedures to be followed by the Contractor to request Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that Contractor thinks is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.

1.3. PROCEDURES

1.3.1. Notification by Contractor:

1.3.1.1. Submit all requirements for clarification or additional information in writing to District using Prima Vera Contract Manager and the Request for Information (RFI) form provided by District.

1.3.1.2. Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be "001." The second RFI would be "002."

1.3.1.3. Any RFI shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI . An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.

1.3.1.4. Limit each RFI to one subject.

1.3.1.5. Submit a RFI if one of the following conditions occurs:

1.3.1.5.1. Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.

1.3.1.5.2. Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.

1.3.2. Contractor shall not:

1.3.2.1. Submit an RFI as a request for substitution.

1.3.2.2. Submit an RFI as a submittal.

1.3.2.3. Submit an RFI without first having thoroughly reviewed the Contract Documents

1.3.2.4. Submit an RFI in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.

1.3.2.5. Submit an RFI in an untimely manner without proper coordination and scheduling of Work related trades.

1.3.2.6. If Contractor submits an RFI contrary to the above, Contracted shall pay the cost of any review, which cost shall be deducted from the Contract Price.

1.3.3. Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any RFI, including without limitation, fees of the Architect and any other design consultant to the Architect or the District, that District reasonably determines:

1.3.3.1. Does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or

1.3.3.2. Does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents;

1.3.3.3. Requests an interpretation or decision of a matter where the information sought is equally available to the Contractor; or

1.3.3.4. Is not justified for any other reason.

1.4. RESPONSE TIME

1.4.1. Architect shall review RFIs and issue a response and instructions to Contractor within a reasonable time frame.

1.1.1. Should Contractor proceed with the Work affected before receipt of a response from Architect, any portion of the Work which is not done in accordance with the Architect's ultimate interpretations, clarifications, instructions, or decisions is subject to removal or replacement at Contractor's sole expense and responsibility.

END OF DOCUMENT

DOCUMENT 01 31 00

COORDINATION AND PROJECT MEETINGS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS:

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions; and

1.1.2. Special Conditions

1.2. SECTION INCLUDES

1.2.1. Coordination Responsibilities of the Contractor.

1.2.2. Field Engineering Responsibilities of the Contractor.

1.2.3. Preconstruction Conference.

1.2.4. Progress Meetings.

1.2.5. Pre-Installation Conferences.

1.2.6. Post Construction Dedication.

1.3. COORDINATION RESPONSIBILITIES OF THE CONTRACTOR

1.3.1. Coordinate scheduling, submittals, and Work of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

1.3.2. Prior to commencement of a particular type or kind of work examine relevant information, contract documents, and subsequent data issued to the Project.

1.3.3. Verify that utility requirement 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.

1.3.4. Closing up of holes, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.

1.3.5. Coordinate space requirements 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 line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

1.3.6. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within

the construction. Coordinate locations of fixtures and outlets with finish elements.

1.3.7. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating, or installing any of the elements required to be coordinated.

1.3.8. Closing up of walls, partitions or furred spaces, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.

1.3.9. Coordinate completion and clean up of Work of separate sections in preparation for completion and for portions of work designated for District's occupancy.

1.3.10. After District occupancy of Project, coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of District's activities.

1.3.11. Coordinate all utility company work in accordance with the Contract Documents.

1.4. FIELD ENGINEERING RESPONSIBILITIES OF THE CONTRACTOR

1.4.1. Contractor shall employ a Land Surveyor registered in the State of California and acceptable to the Architect.

1.4.2. Control datum for survey is that established by District provided survey. Contractor to locate and protect survey control and reference points.

1.4.3. Replace dislocated survey control points based on original survey control.

1.4.4. Provide field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices.

1.4.5. Upon completion of Work, submit certificate signed by the Land Surveyor, that elevations and locations of Work are in conformance with Contract Documents. Record deviations on Record Drawings.

1.5. PRECONSTRUCTION CONFERENCE

1.5.1. Construction Manager or Project Engineer will schedule a conference immediately after receipt of fully executed Contract Documents prior to Project mobilization.

1.5.2. Mandatory Attendance: Construction Manager, Project Engineer, Inspector of Record, Architect of Record, Contractor, Contractor's Project Manager, and Contractor's Job/Project Superintendent.

1.5.3. Optional Attendance: Architect's consultants, subcontractors, and utility company representatives.

1.5.4. Construction Manager shall preside at conference and the Project Architect shall prepare and record minutes and distribute copies.

1.5.5. Agenda:

1.5.5.1. Execution of Owner-Contractor Agreement.

1.5.5.2. Issue Notice to Proceed.

1.5.5.3. Submission of executed bonds and insurance certificates.

1.5.5.4. Distribution of Contract Documents.

1.5.5.5. Submission of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.

1.5.5.6. Designation of responsible personnel representing the parties.

1.5.5.7. Procedures for processing Construction Directives and Change Orders.

1.5.5.8. Procedures for Request for Information.

1.5.5.9. Procedures for testing and inspecting.

1.5.5.10. Procedures for processing applications for payment.

1.5.5.11. Procedures for Project closeout.

1.5.5.12. Use of Premises.

1.5.5.13. Work restrictions.

1.5.5.14. District's occupancy requirements or options.

1.5.5.15. Responsibility for temporary facilities and controls.

1.5.5.16. Construction waste management and recycling.

1.5.5.17. Parking availability.

1.5.5.18. Office, work and storage areas.

1.5.5.19. Equipment deliveries and priority.

1.5.5.20. Security.

1.5.5.21. Progress cleaning.

1.6. PROGRESS MEETINGS

1.6.1. Construction Manager shall schedule and administer meetings throughout progress of the Work at a minimum of every week.

1.6.2. Construction Manager or Project Engineer will make arrangements for meetings, prepare agenda, and preside at meetings. Project Architect shall record minutes (Field Reports), and distribute copies.

1.6.3. Attendance Required: Job Superintendent, Construction Manager, Project Engineer, Project Inspector (Inspector of Record), Architect of Record, Subcontractors, and suppliers as appropriate to agenda topics for each meeting.

1.6.4. Agenda:

1.6.4.1. Review minutes of previous meetings. (Field Reports)

1.6.4.2. Review of Work progress.

1.6.4.3. Field observations, problems, and decisions.

1.6.4.4. Identification of problems which impede planned progress.

1.6.4.5. Review of submittals schedule and status of submittals.

1.6.4.6. Review of off-site fabrication and delivery schedules.

1.6.4.7. Maintenance of construction schedule.

1.6.4.8. Corrective measures to regain projected schedules.

1.6.4.9. Planned progress during succeeding work period.

1.6.4.10. Coordination of projected progress.

1.6.4.11. Maintenance of quality and work standards.

1.6.4.12. Effect of proposed changes on progress schedule and coordination.

1.6.4.13. Other business relating to Work.

1.6.5. District has authority to schedule meetings other than those listed, as necessary.

1.7. PRE-INSTALLATION CONFERENCES

1.7.1. When required in individual specification section, Contractor shall convene a pre-installation conference prior to commencing work of the section. Refer to individual specification section for timing requirements of conference.

1.7.2. Contractor shall require his/her subcontractors and suppliers directly affecting, or affected by, work of the specific section to attend.

1.7.3. Notify the Construction Manager, Project Engineer, Inspector of Record, and Architect of Record four (4) days in advance of meeting date.

1.7.4. The pre-installation conference may coincide with a regularly scheduled progress meeting.

1.7.5. Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants.

1.7.6. The purpose of the meeting will be to review Contract Documents, conditions of installation, preparation and installation procedures, and coordination with related work and manufacturer's recommendations.

1.7.7. Pre-installation Schedule: As a minimum, Work being installed under the Contract Documents technical sections will require pre-installation conferences. Contractor shall review the technical specifications and add all additional requirements for pre-installation meetings contained in those sections.

1.8. POST CONSTRUCTION DEDICATION

1.8.1. Attendance Required: Project Superintendent, Contractor, Project Manager, major subcontractors, Construction Manager, Project Engineer, Inspector of Record, and Architect of Record.

1.8.2. Preparation prior to Dedication: Contractor and appropriate subcontractors and suppliers shall:

1.8.3. Assist District in operation of mechanical devices and systems.

1.8.3.1. Verify operation and adjust controls for communication systems.

1.8.3.2. Assist District in operation of lighting systems.

END OF DOCUMENT

DOCUMENT 01 32 16

CONSTRUCTION SCHEDULE - NETWORK ANALYSIS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISION

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

2.2.1. General Conditions;

2.2.2. Special Conditions;

2.2.3. Coordination and Meetings; and

2.2.4. Submittals.

1.1. REFERENCES

1.1.1. Construction Planning and Scheduling Manual - A Manual for General Contractors and the Construction Industry, The Associated General Contractors of America (AGC).

1.1.2. CSI - Construction Specifications Institute MP-2-1 Master Format.

1.1.3. U.S. National Weather Service - Local Climatological Data.

1.2. PERFORMANCE REQUIREMENTS

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

1.2.2. Ensure coordination of Contractor and subcontractors at all levels.

1.2.3. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of Products, materials and equipment.

1.2.4. Ensure on-time delivery of District furnished Products, materials and equipment.

1.2.5. Ensure coordination of jurisdictional reviews.

1.2.6. Prepare applications for payment.

1.2.7. Monitor progress of Work.

1.2.8. Prepare proper requests for changes to Contract Time.

1.2.9. Prepare proper requests for changes to Construction Schedule.

1.2.10. Assist in detection of schedule delays and identification of corrective actions.

1.3. QUALITY ASSURANCE

1.3.1. Perform scheduling work in accordance with Construction Planning and Scheduling Manual published by the AGC.

1.3.2. Maintain one copy of Construction Planning and Scheduling Manual on Site.

1.3.3. In the event of discrepancy between the AGC publication and the Contract Documents, provisions of the Contract Documents shall govern.

1.4. QUALIFICATIONS

1.4.1. **Scheduler**:

1.4.1.1. Contractor shall retain a construction scheduler to work in enough capacity to perform all of the Contractor's requirements to prepare the Construction Schedule. The Scheduler shall plan, coordinate, execute, and monitor a cost/resource loaded CPM schedule as required for Project and have a minimum of five (5) years direct experience.

1.4.1.2. Scheduler will cooperate with District and shall be available on site for monitoring, maintaining and updating schedules in a timely manner.

1.4.1.3. District has the right to reject the Scheduler based upon a lack of experience as required by this Document or based on lack of performance and timeliness of schedule submittals/fragnets on past projects. Contractor shall within seven (7) calendar days of District's rejection, propose another scheduler who meets the experience requirements stated above.

1.4.2. **Administrative Personnel**: Five (5) years minimum experience in using and monitoring schedules on comparable projects.

1.5. SUBMITTALS

1.5.1. Submission of submittals pursuant to Document 01 33 00. Adobe "PDF" files are not acceptable.

1.5.2. Submit Short Interval Schedule at each Construction Progress Meeting.

1.5.3. Submit Time Adjustment Schedule within five (5) days of commencement of a claimed delay.

1.5.4. Submit Recovery Schedules as required for timely completion of Work or when demanded by the District.

1.5.5. Submit job cost reports when demanded by the District.

1.5.6. Submit one (1) reproducible and two (2) copies of each schedule and cost report.

1.6. REVIEW AND EVALUATION

1.6.1. Contractor shall participate in joint review of Construction Schedule and Reports with

District and Architect.

1.6.2. Within seven (7) days of receipt of District and Architect's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.

1.6.3. In the event that an activity or element of Work is not detected by District or Architect review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.

1.6.4. Acceptance by District of corrected Construction Schedule shall be a condition precedent to making any progress payments.

1.6.5. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.

1.6.6. Review and acceptance by District and Architect of Preliminary Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, manpower, cost or equipment loading stated or implied on schedules.

1.7. FORMAT

1.7.1. Prepare diagrams and supporting mathematical analyses using Precedence Diagramming Method, under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.

1.7.2. **Listings**: Reading from left to right, in ascending order for each activity.

1.7.3. **Diagram Size**: 42 inches maximum height x width required.

1.7.4. **Scale and Spacing**: To allow for legible notations and revisions.

1.7.5. Illustrate order and interdependence of activities and sequence of Work.

1.7.6. Illustrate complete sequence of construction by activity.

1.7.7. Provide legend of symbols and abbreviations used.

1.8. COST AND SCHEDULE REPORTS

1.8.1. **Activity Analysis**: Tabulate each activity of network diagram and identify for each activity:

1.8.1.1. Description.
1.8.1.2. Interface with outside contractors or agencies.
1.8.1.3. Number.
1.8.1.4. Preceding and following number.
1.8.1.5. Duration.
1.8.1.6. Earliest start date.
1.8.1.7. Earliest finish date.

1.8.1.8. Actual start date.
1.8.1.9. Actual finish date.
1.8.1.10. Latest start date.
1.8.1.11. Latest finish date.
1.8.1.12. Total and free float.
1.8.1.13. Identification of critical path activity.
1.8.1.14. Monetary value keyed to Schedule of Values.
1.8.1.15. Manpower requirements.
1.8.1.16. Responsibility.
1.8.1.17. Percentage complete.
1.8.1.18. Variance positive or negative.

1.8.2. **Cost Report**: Tabulate each activity of network diagram and identify for each activity:

1.8.2.1. Description.
1.8.2.2. Number.
1.8.2.3. Total cost.
1.8.2.4. Percentage complete.
1.8.2.5. Value prior to current period.
1.8.2.6. Value this period.
1.8.2.7. Value to date.

1.8.3. **Required Sorts**: List activities in sorts or groups:

1.8.3.1. By activity number.
1.8.3.2. By amount of float time in order of early start.
1.8.3.3. By responsibility in order of earliest start date.
1.8.3.4. In order of latest start dates.
1.8.3.5. In order of latest finish dates.
1.8.3.6. Application for payment sorted by Schedule of Values.
1.8.3.7. Listing of activities on critical path.

1.8.4. Listing of basic input data which generates schedule.

1.9. CONSTRUCTION SCHEDULE

1.9.1. Contractor shall develop and submit a cost loaded preliminary schedule of construction (or Preliminary Construction Schedule) as required by this Document and the Contract Documents. It shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Contractor's intended sequencing of the Work, and with time scaled network diagrams of activities. The Preliminary Construction Schedule shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.

1.9.2. Upon District's acceptance of the Preliminary Construction Schedule, Contractor shall update the accepted Preliminary Construction Schedule until Contractor's Construction Schedule is fully developed and accepted. Since updates to the Construction Schedule are the basis for payment to Contractor, submittal and acceptance of the Construction Schedule and updates shall be a condition precedent to making of monthly payments, as indicated in the General Conditions.

1.9.3. Failure to submit an adequate or accurate Preliminary Construction Schedule, Construction Schedule, updates thereto or failure to submit on established dates, will be considered a breach of Contract.

1.9.4. Failure to include any activity shall not be an excuse for completing all Work by required Completion Date.

1.9.5. Activities of long intervals shall be broken into increments no longer than fourteen (14) days or a value over $20,000.00 unless approved by the District or it is non-construction activity for procurement and delivery.

1.9.6. The Construction Schedule shall comply with the following and include the following:

1.9.6.1. Provide a written narrative describing Contractor's approach to mobilization, procurement, and construction during the first thirty (30) calendar days including crew sizes, equipment and material delivery, Site access, submittals, and permits.

1.9.6.2. Shall designate critical path or paths.

1.9.6.3. Procurement activities to include mobilization, shop drawings and sample submittals.

1.9.6.4. Identification of key and long-lead elements and realistic delivery dates.

1.9.6.5. Construction activities in units of whole days limited to fourteen (14) days for each activity except non-construction activities for procurement and delivery.

1.9.6.6. Approximate cost and duration of each activity.

1.9.6.7. Shall contain seasonal weather considerations.

1.9.6.8. Indicate a date for Project Completion that is no later than Completion Date subject to any time extensions processed as part of a Change Order.

1.9.6.9. Conform to mandatory dates specified in the Contract Documents.

1.9.6.10. Contractor shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Completion Milestone. No other activities may be concurrent with it. The duration of the Rain Day Impact Allowance activity will in accordance with the Special Conditions, and will be calculated from the Notice to Proceed until the Completion.

1.9.6.11. Level of detail shall correspond to complexity of work involved.

1.9.6.12. Indicate procurement activities, delivery, and installation of District furnished material and equipment.

1.9.6.13. Designate critical path or paths.

1.9.6.14. Subcontractor work at all levels shall be included in schedule.

1.9.6.15. As developed shall show sequence and interdependence of activities required for complete performance of Work.

1.9.6.16. Shall be logical and show a coordinated plan of Work.

1.9.6.17. Show order of activities and major points of interface, including specific dates of completion.

1.9.6.18. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.

1.9.6.19. Shall show description, duration and float for each activity.

1.9.7. **Activity.** An activity shall meet the following criteria:

1.9.7.1. Any portion or element of Work, action, or reaction that is precisely described, readily identifiable, and is a function of a logical sequential process.

1.9.7.2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.

1.9.7.3. Responsibility shall be identified with a single performing entity.

1.9.7.4. Additional codes shall identify building, floor, bid item and CSI classification.

1.9.7.5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.

1.9.7.6. Each activity shall have manpower-loading assigned.

1.9.7.7. Major construction equipment shall be assigned to each activity.

1.9.7.8. Activities labeled start, continue or completion are not allowed.

1.9.8. **Equipment and Materials.** For major equipment and materials show a sequence of activities including:

1.9.8.1. Preparation of shop drawings and sample submissions.

1.9.8.2. Review of shop drawings and samples.

1.9.8.3. Finish and color selection.

1.9.8.4. Fabrication and delivery.

1.9.8.5. Erection or installation.

1.9.8.6. Testing.

1.9.9. Include a minimum of fifteen (15) days prior to Completion Date for punch lists and clean up. No other activities shall be scheduled during this period.

1.10. SHORT INTERVAL SCHEDULE

1.10.1. The Four-Week Rolling Schedule shall be based on the most recent District Accepted Construction Schedule or Update. It shall include weekly updates to all construction, submittal, fabrication/procurement, and separate Work Contract activities. Contractor shall ensure that it accurately reflects the current progress of the Work.

1.10.2. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.

1.10.3. Prepare schedule on sheet of sufficient width to clearly show data.

1.10.4. Provide continuous heavy vertical line identifying first day of week.

1.10.5. Provide continuous subordinate vertical line identifying each day of week.

1.10.6. Identify activities by same activity number and description as Construction Schedule.

1.10.7. Show each activity in proper sequence.

1.10.8. Indicate graphically sequences necessary for related activities.

1.10.9. Indicate activities completed or in progress for previous two (2) week period.

1.10.10. Indicate activities scheduled for succeeding two (2) week period.

1.10.11. Further detail may be added if necessary to monitor schedule.

1.11. REQUESTED TIME ADJUSTMENT SCHEDULE

1.11.1. Updated Construction Schedule shall not show a Completion Date later than the Contract Time, subject to any time extensions processed as part of a Change Order.

1.11.2. If an extension of time is requested, a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to District and Architect.

1.11.3. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of Work.

1.11.4. Extension request shall include forecast of Project Completion date and actual achievement of any dates listed in Contract Documents.

1.11.5. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.

1.11.6. Schedule shall be a time-scaled network analysis.

1.11.7. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.

1.11.8. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time and event time computation of all affected activities. Event times shall be those as shown in latest Construction Schedule.

1.11.9. Activity delays shall not automatically constitute an extension of Contract Time.

1.11.10. Failure of subcontractors shall not be justification for an extension of time.

1.11.11. Float is not for the exclusive use or benefit of any single party. Float time shall be apportioned according to needs of project, as determined by the District.

1.11.12. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned according to benefit of Project.

1.11.13. Extensions will be granted only to extent that time adjustments to activities exceed total positive float of the critical path and extends Completion date.

1.11.14. District shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.

1.11.15. District shall not be responsible or liable for any construction acceleration due to failure of District to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.

1.11.16. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within ten (10) days after commencement of a delay it is mutually agreed that delay does not require a Contract Time extension.

1.12. RECOVERY SCHEDULE

1.12.1. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.

1.12.2. Contractor shall prepare and submit to the District a Recovery Schedule at any time requested by the District, at no cost to the District.

1.12.3. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule and to complete the Work by the Completion Date.

1.12.4. Maximum duration shall be one (1) month and shall coincide with payment period.

1.12.5. Ten (10) days prior to expiration of Recovery Schedule, Contractor shall have to show verification to determine if activities have regained compliance with Construction Schedule. Based upon this verification the following will occur:

1.12.5.1. Supplemental Recovery Schedule will be submitted to address subsequent payment period

1.12.5.2. Construction Schedule will be resumed.

1.13. UPDATING SCHEDULES

1.13.1. Review and update schedule at least ten (10) days prior tosubmitting an Application for Payment.

1.13.2. Maintain schedule to record actual prosecution and progress.

1.13.3. Approved Change Orders which affect schedule shall be identified as separatenew activities.

1.13.4. Change Orders of less than $5,000.00 value or less than three (3) days duration need not be shown unless critical path is affected.

1.13.5. No other revisions shall be made to schedule unless authorized by District.

1.13.6. **Written Narrative Report**: Contractor shall include a written report to explain the Monthly Schedule Update. The narrative shall, at a minimum include the following headings with appropriate discussions of each topic:

1.13.6.1. Activities or portions of activities completed during previous reporting period.

1.13.6.2. Actual start dates for activities currently in progress.

1.13.6.3. Deviations from critical path in days ahead or behind.

1.13.6.4. List of major construction equipment used during reporting period and any equipment idle.

1.13.6.5. Number of personnel by craft engaged on Work during reporting period.

1.13.6.6. Progress analysis describing problem areas.

1.13.6.7. Current and anticipated delay factors and their impact.

1.13.6.8. Proposed corrective actions and logic revisions for Recovery Schedule.

1.13.6.9. Proposed modifications, additions, deletions and changes in logic of Construction Schedule.

1.13.6.10. In updating the Schedule, Contractor shall not modify Activity IDnumbers, schedule calculation rules/criteria, or the Activity Coding Structure required.

1.13.7. Schedule update will form basis upon which progress payments will be made.

1.13.8. District will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.14. DISTRIBUTION

1.14.1. Following joint review and acceptance of updated schedules distribute copies to District, Architect, and all other concerned parties.

1.14.2. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

2. PRODUCTS

2.1. SCHEDULING ~~SOFTWARE~~

Contractor shall provide a critical path Schedule acceptable to the District ~~Primavera P6 Project Management® software (latest version) by Oracle, or District-approved equivalent scheduling software to employ the Critical Path Method (CPM) in the development and maintenance of the Construction Schedule . The scheduling software shall be capable of being resource loaded with manpower, costs and materials. It shall also be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar charts, layouts and reports with any and/or all activity detail.~~

2.2. ~~ELECTRONIC DATA~~

~~Provide compact disk(s) that contain a back-up of the Proposed Baseline Schedule data on it. The electronic P6 files shall be saved in ".XER" type format.~~

END OF DOCUMENT

DOCUMENT 01 33 00

SUBMITTALS

1. GENERAL

1.2. RELATED DOCUMENTS AND PROVISION

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

2.2.5. General Conditions;

2.2.6. Special Conditions;

2.2.7. Instructions to Bidders;

2.2.8. Summary of Work;

2.2.9. Contract Forms and Submittals; and

2.2.10. Product Options and Substitutions.

1.3. DOCUMENT INCLUDES

~~1.3.1.~~ Submittal procedures – ~~Use of Primavera.~~

~~1.3.2.~~ Shop drawings.

~~1.3.3.~~ PCM Electronic Submittal Process

~~1.3.4.~~ Product data.

~~1.3.5.~~ Samples.

~~1.3.6.~~ Manufacturers' Instructions.

~~1.3.7.~~ Manufacturers' Certificates.

~~1.3.8.~~ Mock-Up.

~~1.3.9.~~ Deferred approval requirements.

1.4. SUBMITTAL PROCEDURES – USE OF PRIMAVERA

~~1.4.1.~~ Contractor shall transmit each submittal in conformance with requirements ofthis Document. For each submittal, Contractor shall:

1.4.1.1. Sequentially number the transmittal forms. Resubmitted submittals must have the original number with an alphabetic suffix;

1.4.1.2. Identify Project and Architect's project number, Contractor, Subcontractor or

supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate;

1.4.1.3. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature will be returned without review.

~~1.4.2.~~ Coordinate preparation and processing of submittals with performance of Work. Transmit each submittal sufficiently in advance of performance of Work to avoid delay.

1.4.2.1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

1.4.2.2. Coordinate transmittal of different types of submittals for related parts of Work so processing will not be delayed because of the need to review submittals concurrently for coordination.

1.4.2.3. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

~~1.4.3.~~ Comply with Contract Documents for list of submittals and time requirements for scheduled performance of Work.

~~1.4.4.~~ No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

~~1.4.5.~~ Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

~~1.4.6.~~ Provide space for Contractor and Architect review stamps.

~~1.4.7.~~ Revise and resubmit submittals as required, identify all changes made since previous submittal.

~~1.4.8.~~ Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

~~1.4.9.~~ Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

1.5. SHOP DRAWINGS

~~1.5.1.~~ Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.

~~1.5.2.~~ Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

1.6. PCM ELECTRONIC SUBMITTAL PROCESS

~~1.6.1.~~ Submittal Procedure for Large Format shop drawings.

1.6.1.1. Contractor shall provide six (6) paper copies of the large format Shop Drawings directly to the District and the Construction Manager (CM) and Contractor will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) on PCM.

1.6.1.2. Contractor shall verify that the Schedule of Submittals and all submittal log(s) on PCM are accurate and up to date.

1.6.1.3. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.

1.6.1.4. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.

1.6.1.5. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.

1.6.1.6. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM.

~~1.6.2.~~ Product Data, Calculations and Small Format Drawings

1.6.2.1. Contractor shall upload/post one (1) electronic copy (from manufacturer's website or pre-scanned) of the product literature, data, calculations, and/or small format shop drawings to PCM with a Transmittal (with a detailed description of the submittal) directly to the CM.

1.6.2.2. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.

1.6.2.3. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.

1.6.2.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.

1.6.2.5. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM.

~~1.6.3.~~ Sample Submittal Procedure – (Product / Assembly Samples)

1.6.3.1. Contractor shall provide four (4) physical samples directly to the District and the CM and Contractor will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification

number and number of drawings) on PCM.

1.6.3.2. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.

1.6.3.3. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.

1.6.3.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.

1.6.3.5. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM.

1.7. PRODUCT DATA

~~1.7.1.~~ In addition to the above requirements, mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

~~1.7.2.~~ After review, distribute in accordance with the above provisions and provide copies for Record Documents described in Document 01700 - Contract Closeout.

1.8. SAMPLES

~~1.8.1.~~ In addition to the above requirements, submit samples to illustrate functional and aesthetic characteristics of the Product in accordance with this Document, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

~~1.8.2.~~ Where specific colors or patterns are not indicated, provide materials and products specified in the full range of color, texture and pattern for selection by District. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/ texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, District may select from any range at no additional cost to District.

~~1.8.3.~~ Include identification on each sample, with full Project information.

~~1.8.4.~~ Submit the number of samples that Contractor requires, plus one that will be retained by Architect and one by District.

~~1.8.5.~~ Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.9. MANUFACTURER'S INSTRUCTION

~~1.9.1.~~ When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

~~1.9.2.~~ Identify conflicts between manufacturers' instructions and Contract Documents.

1.10. MANUFACTURER'S CERTIFICATES

~~1.10.1.~~ When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.

~~1.10.2.~~ Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

~~1.10.3.~~ Certificates may be recent or previous test results on material or Product, but must be acceptable to District.

1.11. MOCK-UP

~~1.11.1.~~ Where indicated, provide mock-ups as required. Mock-ups shall be prepared per the specifications and shall accurately and reasonably represent the quality of construction the Contractor will provide. If the mock-up or portions thereof do not adequately represent the quality of the work specified, the Contractor shall modify the mock-up as needed.

~~1.11.2.~~ Once completed to the District's satisfaction, the mock-up shall serve as the standard of quality for the work.

~~1.11.3.~~ All mock-ups, at District's option, shall remain the property of the District. If not required by the District, Contractor shall remove and dispose of the mock-up.

~~1.11.4.~~ Where indicated, on-site mock-ups, if accepted, may be integrated into the Work.

1.12. DEFERRED APPROVAL REQUIREMENTS (Not Applicable)

~~1.12.1. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer in general responsible charge of design and signed by a California registered Architect or professional engineer who has been delegated responsibility covering the work shown on a particular plan or specification and approved by the Division of the State Architect (DSA). Deferred approval items for this Project are as indicated in the Summary of Work, Document 01 11 00.~~

~~1.12.2. Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by the Division of the State Architect.~~

~~1.12.3. Submit material using electronic submittal process as defined above.~~

~~1.12.4. Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.~~

~~1.12.5. Submit documents to Architect for review prior to forwarding to the DSA.~~

~~1.12.6. Documents shall bear the stamp and signature of the Structural, Mechanical, or~~

~~Electrical Engineer licensed in the State of California who is responsible for the work shown on the documents.~~

~~1.12.7. Architect and its subconsultants will review the documents only for conformance with design concept shown on the documents. The Architect will then forward the Submittal to DSA for approval.~~

~~1.12.8. Contractor shall respond to review comments made by DSA and revise and resubmit submittal to the Architect for re-submittal to DSA for final approval.~~

END OF DOCUMENT

DOCUMENT 01 35 45

COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS (CHPS)

SPECIAL ENVIRONMENTAL REQUIREMENTS

1. GENERAL

1.13. RELATED DOCUMENTS AND PROVISION

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

2.2.11. General Conditions;

2.2.12. Special Conditions;

2.2.13. Section 01600: Materials and Equipment; and

2.2.14. Section 01800: General Commissioning Requirements.

1.1. SUMMARY

1.1.1. **Special Environmental Requirements**: Work includes special environmental, sustainable, and "green" building practices related to energy conservation and efficiency, indoor air quality, and resource efficiency, including the following:

1.1.1.1. Special Requirements:

1.1.1.1.1. Require practices to ensure healthy indoor air quality.

1.1.1.1.2. Maximize use of durable Products.

1.1.1.1.3. Maximize use of Products easy to maintain, repair, and that can be cleaned using non-toxic substances.

1.1.1.1.4. Maximize recycled content in materials, Products, and systems.

1.1.1.1.5. Require use of wood that is certified sustainably harvested by the Forest Stewardship Council (FSC).

1.1.1.1.6. Maximize use of reusable and recyclable packaging.

1.1.1.1.7. Maximize use of Products with low embodied energy (production, manufacturing, and transportation).

1.1.1.2. Contractor is required to comply with sustainable building practices during construction and when considering materials for substitutions..

1.2. DESIGN REQUIREMENTS

1.2.1. **General**: District has established general environmental goals for design and construction of Project; Contractor, subcontractors, suppliers, and manufacturers are encouraged to participate where possible to achieve District's environmental goals.

1.2.1.1. Environmental goals should be achieved in manner that ultimately provides safe and healthy environment for building occupants with minimal impact on local, regional and global environment.

1.2.1.2. Contract Documents are not intended to limit alternative means of achieving environmental goals.

1.2.1.2.1. Suggestions from Contractor for implementing goals are encouraged.

1.2.2. **Environmental Goals**:

1.2.2.1. Refer to Specifications for more detailed construction requirements related to specific materials and systems.

1.2.2.1.1. **Energy Efficiency (Operations through Project):** Materials and systems are intended to maximize energy efficiency for operation of Project through service life.

1.2.2.1.2. **Indoor Environmental and Air Quality**: Materials are selected and processes specified, such as preconditioning and temporary ventilation, to maximize healthy indoor air quality. Cleaning, surface coating, and renewal or replacement of interior materials should be feasible with lowest practical use of toxic, irritating, or odorous compounds. Ventilation system design, construction, and commissioning ensure adequate outside air supply under all anticipated conditions of use. Documentation of system design assumptions is included in Project Manual to enable District to use and modify the system as required to provide continued assurance of indoor air quality. Additionally, materials are selected to sustain healthy indoor environmental qualities.

1.2.2.1.3. **Resource Efficiency (Project Construction):** Materials and systems are to maximize environmentally-benign construction techniques, including construction waste recycling, reusable delivery packaging, and reusability of selected materials.

1.2.3. **Energy Conservation**: Maximize energy conservation strategies in order to reduce life-cycle energy requirements.

1.2.3.1. Reduce undesirable heat gain and heat loss through exterior envelope.

1.2.3.2. Use daylight as the primary lighting source in classrooms and supplement with integrated and energy-efficient electrical lighting systems.

1.2.3.3. Choose equipment with high-end energy performance characteristics, including lighting, HVAC systems, appliances, and office equipment.

1.2.3.4. Where appropriate, use thermal storage strategies such as thermal mass of building or ground to minimize total energy consumption.

1.2.3.5. Design mechanical systems for efficient operation throughout the typical operating range, from minimum to peak load.

1.2.4. **Sustainable Site Planning and Landscape**:

1.2.4.1. Maximize erosion and sedimentation control.

1.2.4.2. Minimize Site disturbance.

1.2.4.3. Maximize planted areas.

1.2.4.4. Reduce heat islands.

1.2.4.5. Where possible, reduce or eliminate light pollution from site lighting.

1.2.4.6. Reduce or eliminate use of pesticides.

1.2.4.7. Rely on indigenous, dry or xeriscape planting. Maintain existing planting on Site to reduce costs.

1.2.4.8. Implement seasonal plant and soil maintenance schedule to maintain healthy soil and landscaping.

1.2.4.9. Maximize use of storm water runoff.

1.2.4.10. Reduce water use with water efficient irrigation systems and local vegetation.

1.2.5. **Durable Materials**:

1.2.5.1. Select materials with longest useful service life.

1.2.5.2. Select materials that deteriorate minimally under installed conditions, exposures, and uses.

1.2.5.3. Select materials with surfaces that require minimal or no refinishing or resurfacing.

1.2.5.4. Select materials with protective coating requirements that do not involve frequent application of toxic or odorous components for materials that require surface renewal or protection

1.2.5.5. Select materials that can be re-used after their service life in this building.

1.2.5.6. Select materials that can be recycled at the end of their useful lives for materials that cannot be re-used.

1.2.6. **Resource Efficient Materials**: Use resource efficient materials; consider energy use over life cycle of material including harvesting, mining, manufacturing, transport, installation, use, operations, recycling and disposal.

1.2.6.1. Where possible and allowable, re-use existing Project materials to extent feasible within design concept expressed in Contract Documents.

1.2.6.2. Select materials that efficiently use resources such as energy, water, and component materials.

1.2.6.3. Use construction practices such as material reduction and dimensional planning that maximize efficient use of resources and materials.

1.2.6.4. Provide materials that utilize recycled content to maximum degree possible without being detrimental to product performance or indoor air quality.

1.2.6.5. Where possible and feasible, provide for non-destructive removal and re-use of materials after their service life in this building.

1.2.6.6. Select materials that use less embodied energy to manufacture.

1.2.6.6.1. Exceptions might include materials that result in net energy conservation during their useful life in building and building's life cycle.

1.2.6.7. Select materials that conserve energy during building operations.

1.2.6.8. Where possible, select materials harvested and manufactured regionally, within a 500-mile radius of the Project Site.

1.2.7. Scarce, Irreplaceable, and Endangered Resources:

1.2.7.1. Select materials from abundant resources.

1.2.7.1.1. For natural resources, determine abundance based on ratio of removal rate from existing stocks to natural replacement/renewal rate, where this information is available.

1.2.7.1.2. For mineral resources, determine abundance based on ratio of removal rate from terrestrial storage minus amount re-entering commerce through recycling or resource recovery compared to total in terrestrial storage, where this information is available.

1.2.7.2. Select renewable materials, and materials which can be replenished.

1.2.7.3. Select materials that create minimal or no damage to natural habitats and natural environment.

1.2.7.4. Select materials that can be easily refinished, repaired or refurbished to extend their useful life.

1.2.8. **Pollution**: Select materials that generate least amount of pollution during mining, manufacturing, transport, installation, use, and disposal.

1.2.8.1. Avoid materials that emit greenhouse gases

1.2.8.2. Avoid materials that require energy intensive extraction, manufacturing, processing, transport, installation, maintenance, or removal.

1.2.8.3. Avoid materials that contain ozone-depleting chemicals (e.g. CFCs or HCFCs).

1.2.8.4. Avoid materials that emit potentially harmful volatile organic chemicals (VOCs).

1.2.8.5. Employ construction practices that minimize dust production and combustion by-products.

1.2.8.6. Avoid materials that can leach harmful chemicals into ground water; do not allow potentially harmful chemicals to enter sewers or storm drains.

1.2.8.7. Protect soil against erosion and topsoil depletion.

1.2.8.8. Minimize noise generation during construction; screen mechanical equipment to block noise.

1.2.8.9. Select materials that can be reused or recycled and materials with significant percentage of recycled content; conform with or exceed specified Project recycled content percentages for individual materials; avoid materials difficult to recycle.

1.2.8.10. Protect natural habitats; restore natural habitats where feasible within scope of Project.

1.2.9. Wood Products:

1.2.9.1. Use woods from Forest Stewardship Council (FSC) accredited certified sustainably harvested sources, and verify that the material itself is FSC-certified.

1.2.9.2. Composite wood products with high-recycled content, which meet the indoor air quality data requirements, are acceptable.

1.2.10. Water Efficiency:

1.2.10.1. Reduce the use of municipally supplied potable water.

1.2.10.2. Reduce dependence on municipal storm water system for plumbing fixtures and irrigation. Eliminate irrigation or use micro-irrigation. Use no moisture sensors or clock timers on irrigation systems.

1.2.10.3. Maintain natural aquifer conditions.

1.2.10.4. Consider roofwater or groundwater collection system.

1.2.10.5. Consider graywater collection system for irrigation systems.

1.2.10.6. Commission irrigation, graywater, roofwater collection systems. Provide measurement and verification for these systems. Train maintenance staff on performance of all water collection and distribution systems.

1.3. SUBMITTALS

1.3.1. Resource Efficient Product Data:

1.3.1.1. Environmental Issues Data: Submit following information, including manufacturer's certifications, verifying information, and test data, where Specifications sections require data relating to environmental issues including but not limited to:

1.3.1.1.1. Project Recyclability: Submit information to assist District and Contractor in recycling materials involved in shipping, handling, and delivery, and for temporary materials necessary for installation of products.

1.3.1.1.2. Recycled Content: Submit information regarding product post industrial recycled and post consumer recycled content.

1.3.1.1.2.1. Use the "Recycled Content Certification Form", attached as Appendix A to this Section, signed by a corporate office holder (i.e. Chairman of the Board, President, Vice President, Secretary, or similar position of authority).

1.3.1.1.3. Product Recyclability: Submit information regarding product and product's component's recyclability including potential sources accepting recyclable materials.

1.3.1.1.4. Provide certification for all wood products provided by a Forest Stewardship Council (FSC) accredited certifier.

1.3.1.1.5. Provide final certification of well-managed forest of origin to provide final documentation of FSC-certified sustainably harvested status: Acceptable wood "certified sustainably harvested" certifications shall include:

1.3.1.1.5.1. Wood suppliers' certificate issued by one of the Forest Stewardship Council-accredited certifying agencies, such as Smart wood (800-434-5491) or Forest Conservation Program (510-832-1415);

1.3.1.1.5.2. Suppliers' invoice detailing the quantities of certified wood products for project; and

1.3.1.1.5.3. Letter from one of a certifying agency corroborating that the products on the wood supplier's invoice originate from FSC-certified well-managed forests.

1.3.2. Indoor Air Quality (IAQ) Data:

1.3.2.1. Environmental Issues: Submit emission test data produced by acceptable testing laboratory listed in Quality Assurance Article for materials as required in each specific Specification section.

1.3.2.1.1. Laboratory reports shall contain emissions test data on VOCs including total VOCs (TVOC), specific individual VOCs, formaldehyde and other aldehydes as described in this Specification Section.

1.3.2.1.2. In special cases it may be necessary to identify other specific chemicals for listing based on known quantity present or on known odor, irritation or toxicity.

1.3.2.1.3. Identify all VOCs emitted by each material as required in these Specifications.

1.3.2.1.4. Specific test conditions and requirements are set forth in this Section. For required tests, submit documentation of sample acquisition, handling, and test specimen preparation, as well as test conditions, methods, and procedures. The tests consist of a ten (10) day conditioning period followed by a 96 hour test period.

1.3.2.1.4.1. Samples collected during the test period at 24, 48, and 96 hours shall be analyzed for TVOC and formaldehyde.

1.3.2.1.4.2. VOC samples collected at 96 hours shall be identified and quantified for all compounds that are Chemicals of Concern as indicated herein

1.3.2.2. **Cleaning and Maintenance Products**: Provide data on manufacturers' recommended maintenance, cleaning, refinishing and disposal procedures for materials and products. These procedures are for final Contractor cleaning of the Project prior to Completion and for provided materials and products as required by the specific specification sections.

1.3.2.2.1. Where chemical products are recommended for these procedures, provide documentation to indicate that no component present in the cleaning product at more than one percent (1%) of the total mass of the cleaning product is a carcinogen or reproductive toxicant as defined in the lists in this specification section.

1.3.2.2.2. For purposes of reporting, identification of product VOC contents shall not be limited to those regulated under Clean Air Act (CAA) but shall also include compounds exempted from the CAA definition and listing of VOCs.

1.3.2.2.3. California EPA and local air district definitions of VOCs based on CAA are not sufficient as they exempt compounds based on non-reactivity for outdoor air pollution control but still important for indoor air quality.

1.3.2.2.4. Avoid cleaning products containing alpha-pinene, d-limonene or other unsaturated carbon double bond alkenes due to chemical reactions with ozone to form aldehydes, acidic aerosols, and ultra fine particulate matter in indoor air. DGS has published specifications for Environmentally Preferable Janitorial Chemicals and a list of cleaning/maintenance products meeting these specifications. Both are available on the internet at: http://www.ciwmb.ca.gov/greenbuilding/Specs/Janitorial.doc and http://www.resd.dgs.ca.gov/BPM/lists.htm.

1.3.3. Certificates:

1.3.3.1. Environmental Issues Certifications:

1.3.3.1.1. Submit documentation certifying accuracy of post-industrial and post-consumer recycled content, and recyclability.

1.3.3.1.2. Prior to Completion, submit certificate signed by corporate office holder (i.e. Chairman of the Board, President, Vice President, Secretary, or similar position of authority) of Contractor, subcontractor, supplier, vendor, installer or manufacturer, provided they are primarily responsible for manufacture of product, indicating:

1.3.3.1.2.1. Post-industrial and post-consumer recycled content of materials installed are same as those required by Project requirements;

1.3.3.1.2.2. Product recyclability of materials installed is the same as those required by Project requirements; and

1.3.3.1.2.3. Indoor air quality requirements. Certification shall state products and materials provided are essentially same, and contain essentially same components as products and materials tested.

1.3.3.1.3. Comply with requirements specified in Document 01770 – Closeout Procedures.

1.3.4. **Closeout Submittals**: Submit data relating to environmental issues.

1.3.4.1. Submit environmental product certifications, in two (2) forms:

1.3.4.1.1. Two (2) CD-ROMs organized by CSI 16 Division Format.

1.3.4.1.2. Four (4) three-ring binders organized by CSI 16 Division Format with Table of Contents and with dividers for each division.

1.4. QUALITY ASSURANCE

1.4.1. **Environmental Project Management and Coordination**: Contractor to identify one person on Contractor's staff to be responsible for environmental issues compliance and coordination.

1.4.1.1. Experience: Environmental project manager to have experience relating to sustainable building construction.

1.4.1.2. Responsibilities: Carefully review Contract Documents for environmental issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.

1.4.1.3. **Meetings**: Discuss Environmental Goals at following meetings:

1.4.1.3.1. Pre-construction meeting.

1.4.1.3.2. Pre-installation meetings.

1.4.1.3.3. Regularly scheduled job-site meetings.

1.4.1.3.4. Special sustainability issues meetings.

1.4.2. Environmental Issues Criteria:

Comply with requirements listed in various Specification sections.

1.4.3. Acceptable Indoor Air Emissions Testing Laboratories:

1.4.3.1. **Berkeley Analytical Associates**: 815 Harbour Way South, Suite 6, Richmond, California 94804; telephone 510.236.2325; fax 510.236.2335; e-mail berkeleyanalytical@att.net.

1.4.3.2. **Air Quality Sciences, Inc.:** 1337 Capital Circle, Atlanta, Georgia 30067; telephone 770.933.0638; fax 770.933.0641; e-mail info@aqs.com.

1.4.3.3. Other Laboratories:

1.4.3.3.1. Selection of testing laboratories shall include assessment of prior experience in conducting indoor source emissions tests.

1.4.3.3.2. Many laboratories participate in and are certified by American Industrial Hygiene Association laboratory accreditation program; http://www.aiha.org/lists.html.

1.4.3.3.2.1. These laboratories are accredited to do analysis for hazards at levels of concern for industrial workplaces and not necessarily accredited, organized, or able to perform analysis for chemicals and particulate matter at concentrations of concern for indoor air.

1.4.3.3.3. The proposed laboratory shall be an independent company or organization not related to manufacturer of product to be tested.

1.4.3.3.4. Submit documentation on proposed laboratory for review and approval by District.

1.4.4. Indoor Air Emissions Tests:

1.4.4.1. Provide environmental chamber test data from tests based on most recent ASTM Standard. (Refer to ASTM, Annual Book of Standards; http://www.astm.org.)

1.4.4.2. Tests shall be conducted according to guidance contained in ASTM Standard D5116-97 on material test specimens pre-conditioned in clean air prior to testing.

1.4.4.2.1. Review test specimen collection, documentation, collection, preparation and shipping procedures with testing laboratory prior to preparing and shipping sample.

1.4.4.2.2. Test specimens shall be packaged in the normal manner at the factory and shipped directly to testing laboratory by the manufacturer. For materials that are not packaged in convenient consumer units, alternate procedures to preserve the chemical integrity of the specimen are required. Obtain test laboratory procedure sheet covering the handling and shipping of materials. If such information is not provided by the laboratory, then wrap the specimen in a manner that will eliminate direct contact with air or packaging materials other than an inert air barrier such as foil or laboratory grade plastic sheet wrapping material.

1.4.4.2.3. **Conditioning**: Condition all test specimens for ten (10) days in clean air. Clean air should be free from the Chemicals of Concern. Hold in clean vessels approximately the size of the test chambers and ventilated at the same air flow rate to be used in the test period. Suspend or place specimens on wire racks so that air freely circulates around all sides during the conditioning period. The air temperature and relative humidity during the conditioning period shall be 23±2ºC and 50±10% RH. Otherwise, the material must be held in an environmental chamber for the entire period.

1.4.4.2.4. For wet-applied products and material assemblies, a realistic test specimen shall be prepared using the substrate material on which it will be applied in the building. Alternately, it may be necessary to use a substrate material that closely simulates the actual building substrate.

1.4.4.2.5. For material assemblies (e.g., floor and wall systems where the finish material is placed over a substrate, either with or without the use of adhesives), individual components of the assembly system shall be tested separately. If all components meet the emissions criteria established herein, no further testing shall be required. For assemblies where one component, such as a floor or wall covering adhesive, does not meet the criteria, the assembled system may be tested with specimen preparation following the manufacturer's recommended procedures for application of wet components and assembly of the system. If there is a difference between the manufacturers' recommended procedures and procedures required by the project specifications, the project specifications shall be followed.

1.4.4.2.6. Wall and other types of paints shall be tested according to the specifications for the particular material. For example, if two coats are to be applied over a primer coat, then the test specimen shall be prepared accordingly, dried between coats per manufacturer's label instructions, and tested as a complete assembly after required conditioning. The total quantity of paint applied shall be reported based on the weight of the assembly immediately before and after the application of each coat.

1.4.4.3. The maximum concentration for any chemical emitted at 96 hours in emissions tests shall not result in a modeled indoor air concentration greater than one half (½) the chronic inhalation REL concentration of California Office of Environmental Health Hazard

Assessment (OEHHA) Chronic Reference Exposure Limit (REL), with the exception of formaldehyde.

1.4.4.4. **Formaldehyde**: No single product shall contribute more than one half (½) the OEHHA staff recommended indoor air limit of 33 µg/m3 (27 ppb) for formaldehyde. The calculated concentration of formaldehyde shall not exceed 16.5 µg/m3. Same modeling procedure as described above shall be used for formaldehyde. This concentration limit shall apply to all building and occupancy types.

1.4.4.5. Construction adhesives used in Work shall comply with following requirement: no component present in adhesive at more than one percent (1%) of total mass of adhesive shall be a carcinogen or reproductive toxicant as defined in the Chronic Reference Exposure Levels for organic chemicals with possible indoor sources, based on the California OEHHA list as of December 2008 (The most recent list shall be used for this specification as published http://www.oehha.ca.gov/air/allrels.html)..

1.4.4.6. Provide calculations of modeled concentrations based on emissions test results.

1.4.4.6.1. Calculations shall be submitted with all other documentation. This requires the calculation of emission factors based on emissions tests, then application of the emission factors, product loading factors in the building, and building parameters in a steady state mass-balance model. The model assumes zero outdoor concentrations, perfect mixing and no sink effects. Alternatively, follow procedures in the most recent applicable ASTM standards and submit assumptions and calculations.

1.4.4.6.2. The concentration of a compound in the building shall be calculated using the following Equation;

$$\text{Concentration} = \frac{\textbf{(Emission factor) * (Loading factor)}}{\textbf{(Air change rate)}}$$

For this equation, the units are: $$\textbf{µg/m3} = \frac{\textbf{(µg/m2 hr) * (m2/m3)}}{\textbf{(h-1)}}$$

This can be simplified as follows: $$\textbf{Concentration} = \frac{\textbf{Emission rate}}{\textbf{Air change rate}}$$

Note that the weekly average air change rate must be used in the calculations of concentrations of contaminants.

1.4.4.6.3. **Calculation of emission rate**. Determine the emission rate by multiplying the emission factor by the amount of the material to be used in the building or air handler zone being evaluated. Multiply the emission factor by the area of the material in the building zone being assessed. Note that in some cases a length or mass may be the appropriate unit for emission factor that must then be multiplied by the length or mass of the emission source.

1.4.4.6.4. Provide to the laboratory the total area of the zone being assessed by consulting the Contract Documents or the design engineer, to identify

the total area served by the air handler that serves the area(s) within it where the material will be applied. If the material is used in multiple zones, then calculations shall be made to determine the concentration in the zone with the highest loading ratio of material to volume or material to weekly average minimum air change rate, whichever is greater.

1.4.4.6.5. Provide to the laboratory the volume of the space served by the air handler by multiplying the floor area by the floor-to-floor clear height (top of finish floor to bottom of structure of floor above) and multiply by 0.9 (to take account of the portion of the volume that is occupied by solid objects). This value represents the ventilated volume for purposes of the calculations required here.

1.4.4.6.6. Determine the air change rate by dividing the volume of outside air introduced into the space per hour by the ventilated volume of the space.

1.4.4.6.7. Determine the weekly average air change rate by adding the minimum design air change rate during ventilation system operating hours times the number of hours the system is operated to an assumed air change rate from infiltration during ventilation system non-operational hours times the number of hours the system is off; then divide the total by one hundred sixty-eighty (168), the number of hours in a week. Where no values are available from the Contact Documents, use default values as follows:

1.4.4.6.7.1. Offices:

1.4.4.6.7.1.1. Where design data are not available to calculate the weekly average air change rate, the modeling shall assume a weekly average air change rate for office buildings of 0.75 air changes per hour (ach). This "default" office air exchange rate is based on a typical weekly office building fifty-five (55) hour operating schedule and an assumed off-hours air change rate of 0.3 ach (assumed air change rate during normal operating hours is in excess of 1.0 per hour).

1.4.4.6.7.1.2. Where specific information is available, the Project specific data should be used to calculate the weekly average air change rate. A default building air change rate of 0.2 per hour during non-HVAC operations should be used.

1.4.4.6.7.2. Schools:

1.4.4.6.7.2.1. Modeling shall assume weekly average air change rate for school buildings of 0.9 per hour. This air change rate is based on an assumed forty (40) hours per week of ventilation system operation at 3.0 ach

and one hundred twenty-eight (128) hours per week of 0.2 ach through infiltration.

1.4.4.6.7.2.2. Where specific information is available, the Project specific data should be used to calculate the weekly average air change rate. A default building air exchange rate of 0.2 per hour during non-HVAC operations should be used.

1.4.4.6.7.3. Other building types or occupancy types: Use ASHRAE Standard 62.1 2001default occupant densities and ventilation rates for hours of operation and 0.2 ach for non operating hours unless actual rates are known in which case the actual rates and hours of operation are to be used.

1.4.4.7. **Environmental Chamber Testing**: Indoor Air Emissions Testing Laboratories may use a range of acceptable loading ratios in order to make use of various size chambers, since these are not standardized across laboratories. Loading ratios ranging from 0.25 m2/m3 to 0.45 m2/m3 will be acceptable.

1.4.4.7.1. For dry products, loading ratios within reasonable limits are not critical for determining emission factors; conditioning of test specimens prior to testing will reduce or eliminate differences that may occur in unconditioned samples due to evaporation-limited emissions and sink effects from adsorption of VOCs during final stages of manufacturing or while in packaging during transport to and storage at the laboratory.

1.4.4.7.2. Higher loading ratios lower expected emission factor; however, the relationship is not linear, especially at higher concentrations. Therefore, where strong formaldehyde (or other chemical) sources are known or expected to be present, loading ratios should be selected to represent a median value for the plausible range of actual building loading ratios.

1.4.4.7.3. Loading ratios used shall be included in test report.

1.4.4.7.4. Contractor shall provide to product manufacturers information on actual quantity of material to be used in Project. The product manufacturers will then forward this information to Indoor Air Emissions Testing Laboratory so loading ratios can be adjusted toward actual loading ratio of Project. However, for most low-emitting materials used in construction, actual loading ratio will not significantly affect emission rates except for strong formaldehyde sources, primarily products using urea-formaldehyde resins.

1.4.4.8. Sample Preparation Requirements:

1.4.4.8.1. Substrates for environmental chamber emissions tests of individual Products or materials (materials tested separately):

1.4.4.8.1.1. Dry solid sheet type products:

1.4.4.8.1.1.1. Sheet stainless steel or aluminum tray to provide tight fit at edges and reduce emissions from edge of material specimen. If material does not fit very snugly, then use aluminized, low-emitting, clean room tape to seal edges. Dry fabric type products:

1.4.4.8.1.1.2. No substrate necessary.

1.4.4.8.1.2. Wet products such as adhesives and sealers:

1.4.4.8.1.2.1. Sheet stainless steel, aluminum, or glass unless product is to be applied to gypsum board or other highly absorbent material. If substrate is a highly absorbent material, use a sample the substrate pre-conditioned for 24 hours to the temperature and humidity of the test chamber.

1.4.4.8.1.3. Substrates for specific products:

1.4.4.8.1.3.1. Composite wood products (Section 06400): sample to be suspended or supported in chamber with all edges exposed and no edge masking.

1.4.4.8.1.3.2. Gypsum Board (Section 09260): no substrate (testing required ONLY if recycled content gypsum board or if water resistant types are used).

1.4.4.8.1.3.3. Acoustical Ceiling Panels (Section 09510): no substrate, sample to be suspended or supported in chamber with no edge masking.

1.4.4.8.1.3.4. Resilient flooring (Section 09650): stainless steel tray, fitted tightly so that only the upper surface is exposed. Alternately, cover back of flooring with sheet stainless steel and seal edges with low-VOC emitting aluminized clean room tape so only wear surface of flooring is exposed.

1.4.4.8.1.3.5. Carpet Tile and Broadloom Carpet (Section 09680): stainless steel tray, fitted tightly so that only the upper surface is exposed.

1.4.4.8.1.3.6. Flat and eggshell Paints (Section 09900): 5/8" gypsum board.

1.4.4.8.1.3.7. Semi-gloss paints (Section 09900): Where applied to metal, use sheet stainless steel. Where applied to gypsum board, use gypsum board conditioned as described in subsection c below.

1.4.4.8.1.3.8. Joint Sealers (Section 07900): Steel channel 0.64 cm by 0.64 cm by 25.4 cm Channel shall be filled with sealant.

1.4.4.8.2. Substrates for environmental chamber emissions tests of assemblies of products or materials (materials tested in an assembly):

1.4.4.8.2.1. Laminates or wood veneers applied with adhesives (Section 06400): Medium density fiberboard (MDF).

1.4.4.8.2.2. Resilient flooring applied with adhesives (Section 09650): Sheet stainless steel or glass plate.

1.4.4.8.2.3. Carpet Tile/Broadloom Carpet applied with adhesives and adhesives (Section 09685/Section 09680): Sheet stainless steel or glass plate.

1.4.4.8.2.4. Wall Coverings applied with adhesives (Section 09700 Series): 5/8" gypsum board. Prior to preparation of the test specimen, Gypsum board substrate shall be pre-conditioned for at least 24 hours at 23 $\pm$ 2oC and 50 $\pm$ 10% RH while ventilated with clean air. [Ventilation rate is not important.]

1.4.4.8.3. Protocol for Paint Testing: Preparation and handling of paint test specimen.

1.4.4.8.3.1. Flat and Eggshell Paints:

1.4.4.8.3.1.1. Apply paints to 5/8" thick gypsum board. Hold Gypsum board substrate for at least 24 hours at 23 $\pm$ 2oC and 50 $\pm$ 10% RH while ventilated with clean air. Accurately weigh substrate just prior to painting, mask borders to avoid paint dripping on edges and leave center area for paint. Alternative approaches to protecting the edges are acceptable and shall be reported if used.

1.4.4.8.3.1.2. Apply paint using standardized roller procedure that simulates application of paint in building. For most wall paint applications use a 4" wide 3/8" nap roller intended for smooth surfaces.

1.4.4.8.3.1.3. Stir paint in container and transfer 100 mL of paint to heavy-duty aluminum foil disposable tray.

1.4.4.8.3.1.4. Saturate roller cover with paint by running back and forth in tray.

1.4.4.8.3.1.5. Apply paint to substrate using four strokes, two in vertical direction and two in horizontal direction, so entire area is uniformly covered.

1.4.4.8.3.1.6. Remove tape from substrate and re-weigh substrate.

1.4.4.8.3.1.7. Difference in weight determines amount of applied paint and coverage in grams of wet paint per square meter of substrate surface.

1.4.4.8.3.1.8. Place substrate on 6" by 6" piece of sheet stainless steel to cover entirely the back surface. Attach substrate to stainless steel with strips of low VOC aluminized clean room tape so only painted surface is exposed. For a blank specimen, similarly prepare an unpainted piece of gypsum. Alternate procedures to cover unpainted surfaces of gypsum board may be used and must be adequately described in the laboratory report if used.

1.4.4.8.3.1.9. Place sample in conditioning environment immediately and hold for ten (10) days.

1.4.4.8.3.1.10. Where multiple coats, which may include primer, are being tested, apply paints and follow manufacturers' instructions for drying time between coats. Report weight of test specimen prior to and after each coat of paint is applied. Hold specimen in conditioning environment between coats. The ten (10) day conditioning period begins after application of final coat. Apply semi-gloss paint to clean steel sheet following same procedure as above for "flat and eggshell paints." No tape should be used. Sheet should be weighed immediately before and after painting.

1.4.4.9. Chemical Analyses:

1.4.4.9.1. VOC Analysis: Make multi-point calibrations using pure compounds whenever such compounds are available from commercial suppliers (such as Aldrich Chemical Company, Sigma Aldrich). Quantitative analyses performed using surrogate compounds shall be indicated in reported test results. Identify EPA and ASTM standard methods and practices, and testing laboratory calibration procedures, which should include a calibration at least once every three (3) months.

1.4.4.9.2. Formaldehyde and Acetaldehyde Analysis: Formaldehyde and Acetaldehyde analysis shall be performed following ASTM Standard D 5197-09e1"Standard Test Method for Formaldehyde and other Carbonyl Compounds in Air (Active Sampler Methodology)."

1.4.4.10. **Reporting Requirements**: In addition to reporting requirement stated elsewhere in Specifications, reports shall include: (a) all compounds emitted from sample that are on the most recent Chronic Reference Exposure Level- Air Toxicology and Epidemiology list as published by the California Office of Environmental Health Hazard Assessment and listed in their website at http://www.oehha.org/air/chronic_rels/allChrels.html, (b) all

compounds on the California Proposition 65 list (http://www.oehha.ca.gov/prop65/prop65_list/files/P65single111811.pdf), and (c) all compounds on the California Toxic Air Contaminant list (http://www.arb.ca.gov/toxics/cattable.htm). In addition, the ten (10) most abundant compounds shall be reported separately if not listed on any of these lists. For these compounds, report following:

1.4.4.10.1. Measured chamber concentrations at each required time point;

1.4.4.10.2. Calculated emission factors; and

1.4.4.10.3. Calculated building concentrations and assumptions used to make calculation.

1.4.5. State Agency Buy Recycled Campaign (SABRC) Recycled Content (http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/): Implement the SABRC recycled-content goals for specific building Products, including but not limited to:

1.4.5.1. Paper products;

1.4.5.2. Glass products (windows, glazing, fiberglass, tile, construction blocks, loose-grain abrasives);

1.4.5.3. Plastic products (carpet, plastic lumber, furniture made from plastic, fencing, parking bumpers, toilet partitions, entry mats, signage, sheet plastic and other plastic-containing building products);

1.4.5.4. Solvents;

1.4.5.5. Tire-derived products (entry-mats, resilient flooring, wheelchair and other ramps, playground surfacing, parking bumpers, speed bumps, tree ties, road surfacing);

1.4.5.6. Steel products (structural steel, steel framing, architectural metal, reinforcing bars, sheet metal, metal siding, metal roofing, lockers, toilet partitions, office furniture for filing and storage);

1.4.5.7. Paint (allowed only in exterior installations); and

1.4.5.8. Compost.

1.5. DELIVERY, STORAGE, AND HANDLING

1.5.1. Packaging: Deliver materials in recyclable or in reusable packaging such as cardboard, wood, paper, or reusable blankets, which will be reclaimed by supplier or manufacturer for recycling.

1.5.1.1. General: Minimize packaging materials to maximum extent possible while still ensuring protection of materials during delivery, storage, and handling.

1.5.1.1.1. Unacceptable Packaging Materials: Polyurethane, polyisocyanate, polystyrene, polyethylene, and similar plastic materials such as “foam” plastics and “shrink-fit” plastics.

1.5.1.2. Reusable Blankets: Deliver and store materials in reusable blankets and mats reclaimed by manufacturers or suppliers for reuse where program exists or where program can be developed for such reuse.

1.5.1.3. Pallets: Where pallets are used, suppliers shall be responsible to ensure pallets are removed from Site for reuse or for recycling.

1.5.1.4. Corrugated Cardboard and Paper: Where paper products are used, recycle as part of construction waste management recycling program, or return to material's manufacturer for use by manufacturer or supplier.

1.5.1.5. Sealants, Paint, Primers, Adhesives, and Coating Containers: Return to supplier or manufacturer for reuse where such program is available.

1.6. PROJECT CONDITIONS

1.6.1. Certifications:

1.6.1.1. Environmental Product Certification:

1.6.1.1.1. Include manufacturer certification indicating product contains maximum recycled content possible without being detrimental to product performance.

1.6.1.1.2. Include certification indicating cleaning materials comply with requirements of these Specifications.

1.6.2. Construction Ventilation and Preconditioning:

1.6.2.1. Temporary Construction Ventilation: Maintain sufficient temporary ventilation of areas where materials are being used that emit VOCs. Maintain ventilation continuously during installation, and until emissions dissipate after installation. If continuous ventilation is not possible via building's HVAC system(s) then ventilation shall be supplied via open windows and temporary fans, sufficient to provide no less than three air changes per hour.

1.6.2.1.1. Period after installation shall be sufficient to dissipate odors and elevated concentrations of VOCs. Where no specific period is stated in these Specifications, a time period of 72 hours shall be used.

1.6.2.1.2. Ventilate areas directly to outside; ventilation to other enclosed areas is not acceptable.

1.6.2.2. During dust producing activities (e.g. drywall installation and finishing) turn ventilation system off, and openings in supply and return HVAC system shall be protected from dust infiltration. Provide temporary ventilation as required.

1.6.2.3. Preconditioning: Prior to installation, allow products which have odors and significant VOC emissions to off-gas in dry, well-ventilated space for fourteen (14) calendar days to allow for reasonable dissipation of odors and emissions prior to delivery to Project site.

1.6.2.3.1. Condition Products without containers and packaging to maximize off-gassing of VOCs

1.6.2.3.2. Condition Products in ventilated warehouse or other building. Comply with substitution requirements for consideration of other locations.

1.6.3. Protection:

1.6.3.1. Moisture Stains: Materials with evidence of moisture damage, including stains, are not acceptable, including both stored and installed materials; immediately remove from Site and properly dispose. Take special care to prevent accumulation of moisture on installed materials and within packaging during delivery, storage, and handling to prevent development of molds and mildew on packaging and on Products.

1.6.3.1.1. Immediately remove from Site and properly dispose of materials showing signs of mold and signs of mildew, including materials with moisture stains.

1.6.3.1.2. Replace moldy materials with new, undamaged materials.

1.6.3.2. Ducts: Seal ducts during transportation, delivery, and construction to prevent accumulation of construction dust and construction debris inside ducts.

1.7. SEQUENCING

1.7.1. Environmental Issues:

1.7.1.1. On-Site Application: Where odorous and/or high VOC emitting Products are applied on-site, apply prior to installation of porous and fibrous materials. Where this is not possible, protect porous materials with polyethylene vapor retarders.

1.7.1.2. Complete interior finish material installation no less than fourteen (14) days prior to Completion to allow for building flush out.

2. PRODUCTS

2.1. CHEMICALS OF CONCERN

2.1.1. **Chemicals of Concern:** Chemicals listed below as toxic air contaminants, carcinogens, teratogens, reproductive toxins, and chemicals with established Chronic Reference Exposure Levels (REL).

2.1.2. **Carcinogens**: Chemicals listed as probable or known human carcinogens in the latest published edition of the following two (2) lists:

2.1.2.1. California Environmental Protection Agency, Air Resources Board (ARB), list of Toxic Air Contaminants (California Air Toxics): http://www.arb.ca.gov/toxics/id/taclist.htm

2.1.2.2. California Environmental Protection Agency, Office of Environmental Health Hazard Assessment (OEHHA), Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html.

2.1.3. **Reproductive Toxicants**: Chemicals known to cause reproductive toxicity including birth defects or other reproductive harm in the latest published edition of the following list:

2.1.3.1. California Environmental Protection Agency, Office of Environmental Health Hazard Assessment (OEHHA), Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): http://www.oehha.ca.gov/prop65/prop65_list/files/P65single111811.pdf.

2.1.4. **Chemicals with established Chronic Reference Exposure Levels (REL**): Chronic RELs have been developed for hazardous airborne substances as of December 2008. A chronic REL is an airborne concentration level that would pose no significant health risk to individuals indefinitely exposed to that level. RELs are based solely on health considerations, and are developed from the best available data in the scientific literature. The California Environmental Protection Agency, Office of Environmental Health Hazard Assessment (OEHHA) establishes and publishes RELs. The most recent list shall be used for this Specification as published at http://www.oehha.ca.gov/air/hot_spots/pdf/CPFs042909.pdf.

2.2. SUBSTITUTIONS

2.2.1. Substitutions Environmental Issues: Requests for substitutions shall comply with requirements specified in the Contract Documents and with the following additional information required where environmental issues are specified:

2.2.1.1. Indicate each proposed substitution complies with requirements for VOCs;

2.2.1.2. District reserves the right to reject proposed substitutions where data for VOCs is not provided or where emissions of individual VOCs are higher than for specified Products; and

2.2.1.3. Comply with specified recycled content and other environmental requirements.

3. EXECUTION

3.1. FIELD QUALITY CONTROL

3.1.1. Building Flush Out: Just prior to Completion, flush out building continuously (i.e. 24 hours per day, seven (7) days a week) using maximum tempered outside air (or maximum amount of outside air while achieving reasonable indoor temperature) for at least fourteen (14) calendar days. If interruptions of more than a few hours are required for testing and balancing purposes, extend flush out period accordingly.

3.1.1.1. When Contractor is required to perform touch-up work, provide temporary construction ventilation during installation and extend building flush-out by a minimum of four (4) days after touch-up installation with maximum tempered outside air for 24 hour per day.

3.1.1.2. If construction schedule permits, extend flush-out period beyond fifteen (15) days.

3.1.1.3. Return ventilation system to normal operation following flush-out period to minimize energy consumption.

3.2. CLEANING

3.2.1. Final Cleaning Environmental Issues:

3.2.1.1. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces using cleaning and maintenance products as described in Part 1 of this Section.

3.2.1.2. Clean equipment and fixtures to sanitary condition using cleaning and maintenance products as described in Part 1 of this Document.

3.2.1.3. Vacuum carpeted and soft surfaces with high efficiency particulate arrestor (HEPA) vacuum.

3.2.1.4. If ducts were not sealed during construction, and contain dust or dirt, clean ducts using HEPA vacuum immediately prior to Completion and prior to using ducts to circulate air. Oil film on sheet metal shall be removed before shipment to Site. However, ducts shall be inspected to confirm that no oil film is present. If present, remove oil.

3.2.1.5. Replace all air filters (i.e., pre and final filters) just prior to Completion.

3.2.1.6. Remove and properly dispose of recyclable materials using construction waste management program described in the Specifications.

3.3. PROTECTION

3.3.1. Environmental Issues:

3.3.1.1. Protect interior materials from water intrusion or penetration; where interior Products not intended for wet applications are exposed to moisture, immediately remove from Site and dispose of properly.

3.3.1.2. Protect installed Products using methods that do not support growth of molds and mildews.

3.3.1.2.1. Immediately remove from Site Products with mold or mildew.

END OF DOCUMENT

Project Name: _____

RECYCLED CONTENT CERTIFICATION FORM

This form is to be completed by a Corporate Officer of the Product Manufacturer for the General Contractor. Contractor must return the certification, completed for each product with recycled content as required by Specifications. Attach additional sheets if necessary.

CONTRACTOR Name: Address: Telephone, fax, e-mail:	SUBCONTRACTOR/INSTALLER Name: Address: Telephone, fax, e-mail:	PRODUCT MANUFACTURER Name: Address: Telephone, fax, e-mail:

Item #	***Product Category[1&2] (Include if applicable)***	***Product Description CSI section number***[3] (Needed for all products)	Quantity Bid	***Unit of measure***	Cost of material, (Excluding installation labor)	***Weight in pounds***	% Virgin Content [5]	% Post-consumer [6]	% Post-industrial [7]	Total %[8]
							As a percent of total weight			
		CSI section:								100
		CSI section:								100
		CSI section:								100
		CSI section:								100
		CSI section:								100
		CSI section:								100

Printed Name: (a corporate officer) Title Date Signature

GENERAL NOTES:

A. The Public Contract Code Sections, listed below, apply to California public (DGS) projects only. The required document has been adapted for use on other types of projects, including public schools.

B. Public Contract Code Sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the state agency awarding a contract, the minimum, if not the exact percentage, of post-consumer and post-industrial material in the materials, goods, or supplies offered or used.

C. Public Contract Code Section 12205(a) requires all state agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of post-consumer and post-industrial material in the materials, goods, or services provided or used.

NOTES:

(1) Product Category: (Fill in above, if applicable. This information is used to determine compliance with the State Agency Buy Recycled Campaign.)

1. Compost/Co-compost
2. Glass Products
3. Lubricating Oils
4. Paint
5. Plastic Products
6. Paper Products
7. Printing and Writing Papers
8. Solvents
9. Steel Products
10. Tires
11. Tire-derived Products

(2) Product category is used for State agency reporting for State projects, excluding public schools. Products that are made from multiple material types should be reported in the product category of the material type representing most of the product. The amount of material used in the product can be measured by weight or volume. If, for instance, a chair is made from steel, aluminum, and plastic and most of the material, either by weight or volume, is plastic, report it as a plastic product. If, however, most of the product, either by weight or volume, is steel, report the purchase as a steel product.

(3) Identify the Construction Specifications Institute (CSI) Specification Section number for the product, as indicated in the Project Specifications.

(4) Below are products preliminarily identified in the Project Specifications as having minimum recycled content requirements. Refer to the Project Specifications for individual sections in the specifications for recycled content level that must be achieved. Recycled content guidelines shall include, but not be limited to, the products below (to be revised for each project):

1. Parking Bumpers
(Section 2760)
2. Fluid-Applied Waterproofing
(Section 07140)
3. Concrete reinforcement
(Section 03200)
4. Bentonite Waterproofing
(Section 07170)
5. Structural steel
(Section 05120)
6. Metal Decking

(Section 05300)

7. Building Insulation (Section 07210)

8. Steel doors and frames (Section 08110)

9. Glazing (Section 08800)

10. Paints and Coatings (Section 09900)

11. Cold-Formed Metal Framing (Section 05400)

12. Gypsum board

(Sections 09255, 09260, 09265)

13. Ceramic tile
(Section 09300)

14. Acoustical ceilings
(Section 09510)

15. Resilient flooring
(Section 09650)

(Sections 09682, 09686)

17. Metal Toilet Compartments
(Section 10160)

18. Identifying Devices
(Section 10400)

19. Architectural Woodwork
(Section 06400)

16. Carpeting

(5) Virgin material content is that portion of the product made from non-recycled material, that is, the material is neither post-industrial nor post-consumer material.

(6) Post-consumer material is defined as "a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes." This is material such as a newspaper that is read, recycled and then made into recycled content newsprint or some other recycled product. Post-consumer material is generally any product that is bought by the consumer, used, and then recycled into another product.

(7) Post-industrial (also referred to as pre-consumer or secondary material) is defined as "fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, but does not include excess virgin resources of the manufacturing process." This is material such as newsprint that is trimmed from a roll in the paper plant that is returned to the beginning of the process to make recycled content newsprint. The material (product) did not get to the consumer before being recycled. Post-industrial material DOES NOT include post-consumer material. FOR EXAMPLE: If a Printing and Writing Paper contained 20% post-consumer material, you would indicate 20 in the post-consumer column and 80 in the virgin column. If the product had 40% secondary material and 20% post-consumer material, you would indicate 40 in the post-industrial column, 20 in the post-consumer column, and 40 in the virgin column.

(8) The sum of the percentages for virgin, post-consumer, and post-industrial content must equal 100 percent.

END OF DOCUMENT

DOCUMENT 01 41 00

REGULATORY REQUIREMENTS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Obtaining of Permits and Licenses and Work to Comply with All Applicable Regulations;

1.1.2. Special Conditions; and

1.1.3. Quality Control.

1.2. DESCRIPTION

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.3. REQUIREMENTS OF REGULATORY AGENCIES

1.3.1. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into the Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations (C.C.R.).

1.3.2. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, C.C.R., and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

1.3.2.1. Test and testing laboratory pursuant to Section 4-335 (District shall pay for the testing laboratory).

1.3.2.2. All special inspections pursuant to Section 4-333(d).

1.3.2.3. Contractor shall submit verified reports pursuant to Section 4-336 & 4-343(c).

1.3.2.4. Administration

1.3.2.4.1. Duties of the Architect and Engineers shall be pursuant to Section and 4-341.

1.3.2.4.2. Duties of Contractor shall be pursuant Section 4-343.

1.3.2.4.3. Verified Reports shall be pursuant to Section 4-336.

1.3.2.5. Contractor shall keep and make available a copy of Part 1 and 2 of the most current version of C.C.R., Title 24 at the Site during construction.

1.3.2.6. Contractor shall notify the Division of State Architect (DSA) upon the start of construction pursuant to Section 4-331.

1.3.2.7. Addenda and Change Orders shall be pursuant to Section 4-338.

1.3.3. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be pursuant to Title 24 requirements to the DSA.

1.3.3.1. Building Standards Administrative Code, C.C.R., Title 24, Part 1..

1.3.3.2. California Building Code (CBC), C.C.R., Title 24, Part 2.; (Uniform Building code volumes 1-3 and California Amendments).

1.3.3.3. California Electrical Code (CEC), C.C.R., Title 24, Part 3 ; (National Electrical Code and California Amendments).

1.3.3.4. California Mechanical Code (CMC), C.C.R., Title 24, Part 4 ; (Uniform Mechanical Code and California Amendments).

1.3.3.5. California Plumbing Code (CPC), C.C.R., Title 24, Part 5; (Uniform Plumbing Code and California Amendments).

1.3.3.6. California Fire Code (CFC), C.C.R., Title 24, Part 9; (Fire Plumbing Code and California Amendments).

1.3.3.7. California Referenced Standards Code, C.C.R., Title 24, Part 12.

1.3.3.8. State Fire Marshal Regulations, C.C.R., Title 19, Public Safety.

1.3.3.9. Partial List of Applicable NFPA Standards:

1.3.3.9.1. NFPA 13 - Automatic Sprinkler System.
1.3.3.9.2. NFPA 14 - Standpipes Systems.
1.3.3.9.3. NFPA 17A - Wet Chemical System
1.3.3.9.4. NFPA 24 - Private Fire Mains.
1.3.3.9.5. (California Amended) NFPA 72 - National Fire Alarm Codes.
1.3.3.9.6. NFPA 253 - Critical Radiant Flux of Floor Covering System.
1.3.3.9.7. FPA 2001 - Clean Agent Fire Extinguishing Systems.

1.3.3.10. California Division of the State Architect Interpretation of Regulations Manual.

END OF DOCUMENT

DOCUMENT 01 42 13

ABBREVIATIONS AND ACRONYMS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions including without limitation, Contract Terms and Definitions; and

1.1.2. Special Conditions.

1.2. DOCUMENT INCLUDES

1.2.1. Abbreviations and Acronyms for Standards and Regulations used throughout the Contract Documents shall mean the recognized name of the standards and regulations indicated in

1.2.1.1. Thomson Gale, Gale Research's "Encyclopedia of Associations: National Organizations of the U.S." or

1.2.1.2. Columbia Books' "National Trade & Professional Associations of the U.S."

1.2.2. Some of the applicable abbreviations and acronyms have the following meanings, subject to updates or revisions based on the above-referenced publications:

- AA: Aluminum Association
- AAMA: Architectural Aluminum Manufacturers Association
- AASHTO: American Association of State Highway and Transportation Officials
- ABPA: Acoustical and Board Products Association
- ACI: American Concrete Institute
- AGA: American Gas Association
- AGC: Associated General Contractors
- AHC: Architectural Hardware Consultant
- AI: Asphalt Institute
- AIA: American Institute of Architects
- AIEE: American Institute of Electrical Engineers
- AISC: American Institute of Steel Construction
- AISI: American Iron and Steel Institute
- AMCA: Air Moving and Conditioning Association
- ANSI: American National Standards Institute
- APA: American Plywood Association
- ARI: Air Conditioning and Refrigeration Institute
- ASHRAE: American Society of Heating, Refrigeration and Air Conditioning Engineers
- ASME: American Society of Mechanical Engineers
- ASSE: American Society of Structural Engineers
- ASTM: American Society of Testing and Materials

- AWPB: American Wood Preservers Bureau
- AWPI: American Wood preservers Institute
- AWS: American Welding Society
- AWSC: American Welding Society Code
- AWI: Architectural Woodwork Institute
- AWWA: American Water Works Association
- BIA: Brick Institute of America
- CCR: California Code of Regulations
- CLFMI: Chain Link Fence Manufacturers Institute
- CMG: California Masonry Guild
- CRA: California Redwood Association
- CRSI: Concrete Reinforcing Steel Institute
- CS: Commercial Standards
- CSI: Construction Specifications Institute
- CTI: Cooling Tower Institute
- FGMA: Flat Glass Manufacturer's Association
- FIA: Factory Insurance Association
- FM: Factory Mutual
- FS: Federal Specification
- FTI: Facing Title Institute
- GA: Gypsum Association
- ICC: International Code Council
- IEEE: Institute of Electrical and Electronic Engineers
- IES: Illumination Engineering Society
- LIA: Lead Industries Association
- MIA: Marble Institute of America
- MLMA: Metal Lath Manufacturers Association
- MS: Military Specifications
- NAAMM: National Association of Architectural Metal Manufacturers
- NBHA: National Builders Hardware Association
- NBFU: National Board of Fire Underwriters
- NBS: National Bureau of Standards
- NCMA: National Concrete Masonry Association
- NEC: National Electrical Code
- NEMA: National Electrical Manufacturers Association
- NFPA: National Fire Protection Association/National Forest Products Association
- NMWIA: National Mineral Wool Insulation Association
- NTMA: National Terrazzo and Mosaic Association
- NWMA: National Woodwork Manufacturer's Association
- ORS: Office of Regulatory Services (California)
- OSHA: Occupational Safety and Health Act
- PCI: Precast Concrete Institute
- PCA: Portland Cement Association
- PDCA: Painting and Decorating Contractors of America
- PDI: Plumbing Drainage Institute
- PEI: Porcelain Enamel Institute
- PG&E: Pacific Gas & Electric Company
- PS: Product Standards
- SDI: Steel Door Institute; Steel Deck Institute

- SJI: Steel Joist Institute
- SSPC: Steel Structures Painting Council
- TCA: Tile Council of America
- TPI: Truss Plate Institute
- UBC: Uniform Building Code
- UL: Underwriters Laboratories Code
- UMC: Uniform Mechanical Code
- USDA: United States Department of Agriculture
- VI: Vermiculite Institute
- WCLA: West Coast Lumberman's Association
- WCLB: West Coast Lumber Bureau
- WEUSER: Western Electric Utilities Service Engineering Requirements
- WIC: Woodwork Institute of California
- WPOA: Western Plumbing Officials Association

END OF DOCUMENT

DOCUMENT 01 42 16

GENERAL DEFINITIONS AND REFERENCES

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISION

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions including without limitation, Contract Terms and Definitions;

1.1.2. Special Conditions.

1.2. QUALITY ASSURANCE

1.2.1. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more stringent requirements are specified in the Contract Documents, or are required by applicable codes.

1.2.2. Contractor shall conform to current reference standard publication in effect on the date of bid opening.

1.2.3. Unless directed otherwise by the Contract Documents, Contractor shall obtain copies of referenced standards.

1.2.4. Unless directed otherwise by the Contract Documents, Contractor shall maintain a copy of referenced standards at jobsite until Completion.

1.2.5. If specified standards conflict with Contract Documents, Contractor shall request clarification from the District or the Architect before proceeding.

1.2.6. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

1.3. SCHEDULE OF REFERENCES

The following information is intended only for the general assistance of Contractor. District does not represent the accuracy of the information. Contractor shall independently verify the information for each entities listed below:

AA	Aluminum Association 900 19th Street NW, Suite 300 Washington, DC 20006 www.aluminum.org	202/862-5100
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005	202/737-0202

	www.aabchq.com	
AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 104 Schaumburg, IL 60173-4268 www.aamanet.org	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Suite 249 Washington, DC 20001 www.aashto.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709-2215 www.aatcc.org	919/549-8141
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094 www.aci-int.org	248/848-3700
ACPA	American Concrete Pipe Association 222 West Las Colinas Blvd., Suite 641 Irving, TX 75039-5423 www.concrete-pipe.org	972/506-7216
ADC	Air Diffusion Council 11 South LaSalle St., Suite 1400 Chicago, IL 60603 http://www.flexibleduct.org/index.asp	312/201-0101
AFPA	American Forest and Paper Association 1111 19th St., NW, Suite 800 Washington, DC 20036 http://www.afandpa.org/	202/463-2700
AGA	American Gas Association 1515 Wilson Blvd. Arlington VA 22209 www.aga.com	703/841-8400
AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067-1897 http://domensino.com/AHA/default.htm	847/934-8800

AI	Asphalt Institute Research Park Drive P.O. Box 14052 Lexington, KY 40512-4052 www.asphaltinstitute.org	606/288-4960
AIA	The American Institute of Architects 1735 New York Avenue, NW Washington, DC 20006-5292 www.aia.org	202/626-7300
AISC	American Institute of Steel Construction One East Wacker Drive, Suite 3100 Chicago, IL 60601-2001 http://www.aisc.org/	800/644-2400
AITC	American Institute of Timber Construction 7012 S. Revere Pkwy., Suite 140 Englewood, CO 80112 www.aitc-glulam.org	303/792-9559
ALCA	Associated Landscape Contractors of America 12200 Sunrise Valley Drive, Suite 150 Reston, VA 20191 www.alca.org	703/620-6363
ALI	Associated Laboratories, Inc. P.O. Box 152837 1323 Wall St. Dallas, TX 75315 http://www.assoc-labs.com/	214/565-0593
ALSC	American Lumber Standards Committee P.O. Box 210 Germantown, MD 20875	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004-1893 www.amca.org	847/394-0150
ANLA	American Nursery and Landscape Association 1250 Eye Street, NW, Suite 500 Washington, DC 20005	202/789-2900
ANSI	American National Standards Institute 11 West 42nd Street, 13th Floor New York, NY 10036-8002 www.ansi.org	212/642-4900
APA	APA-The Engineered Wood Association P.O. Box 11700	206/565-6600

	Tacoma, WA 98411-0700 www.apawood.org	
APA	Architectural Precast Association P.O. Box 08669 Fort Myers, FL 33908-0669	941/454-6989
ARI	Air Conditioning and Refrigeration Institute 4301 Fairfax Drive, Suite 425 Arlington, VA 22203 www.ari/org	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association Center Park 4041 Powder Mill Road, Suite 404 Calverton, MD 20705	301/231-9050
ASA	Acoustical Society of America 500 Sunnyside Blvd. Woodbury, NY 11797	516/576-2360
ASCE	American Society of Civil Engineers- World Headquarters 1801 Alexander Bell Drive Reston, VA 20190-4400 www.asce.org	800/548-2723 703/295-6000
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 4401 Connecticut Ave., NW, 5th Floor Washington, DC 20008-2369 www.asla.org	202/686-2752
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017-2392 www.asme.org	800/434-2763
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake, CA 91362-3649	805/495-7120
ASQC	American Society for Quality Control 611 E. Wisconsin Avenue Milwaukee, WI 53201-3005 www.asqc.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering	216/835-3040

	28901 Clemens Road Westlake, OH 44145 www.asse-plumbing.org	
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industries--International 307 E. Annandale Road, Suite 200 Falls Church, VA 22042-2433 www.awci.org	703/534-8300
AWPA	American Wood-Preservers' Association 3246 Fall Creek Highway, Suite 1900 Granbury, TX 76049-7979	817/326-6300
AWS	American Welding Society 550 NW LeJeune Road Miami, FL 33126 www.amweld.org	800/443-9373 305/443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794-7711
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Avenue, 17th Floor New York, NY 10017-6603	212/661-4261
CBM	Certified Ballast Manufacturers Association 1422 Euclid Avenue, Suite 402 Cleveland, OH 44115-2094	216/241-0711
CGA	Compressed Gas Association 1725 Jefferson Davis Hwy, Suite 1004 Arlington, VA 22202-4102 www.cganet.com	703/412-0900
CISCA	Ceilings & Interior Systems Construction Association 1500 Lincoln Hwy, Suite 202 St. Charles, IL 60174 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Road, Suite 419 Chattanooga, TN 37421	423/892-0137
CPSC	Consumer Product Safety Commission	800/638-2772

	East West Towers 4330 East-West Hwy. Bethesda, MD 20814	
CPPA	Corrugated Polyethylene Pipe Association 432 N. Superior Street Toledo, OH 43604	800/510-2772 419/241-2221
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949	415/382-0662
CRI	Carpet and Rug Institute 310 S. Holiday Avenue Dalton, GA 30722-2048 www.carpet-rug.com	800/882-8846 706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 www.crsi.org	847/517-1200
CTI	Ceramic Tile Institute of America 12061 W. Jefferson Blvd. Culver City, CA 90230-6219	310/574-7800
DHI	Door and Hardware Institute 14170 Newbrook Drive Chantilly, VA 20151-2223 www.dhi.org	703/222-2010
DIPRA	Ductile Iron Pipe Research Association 245 Riverchase Pkwy East, Suite O Birmingham, AL 35244	205/988-9870
DOC	Department of Commerce 14th Street and Constitution Avenue, NW Washington, DC 20230	202/482-2000
DOT	Department of Transportation 400 Seventh Street, SW Washington, DC 20590	202/366-4000
EJMA	Expansion Joint Manufacturers Association 25 N. Broadway Tarrytown, NY 10591-3201	914/332-0040
EPA	Environmental Protection Agency 401 M Street, SW Washington, DC 20460	202/260-2090
FCICA	Floor Covering Installation Contractors Association	706/226-5488

	P.O. Box 948 Dalton, GA 30722-0948	
FM	Factory Mutual 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062-9102 www.factorymutual.com	781/255-4300
FS	Federal Specifications Unit (Available from GSA) 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407	202/619-8925
GA	Gypsum Association 810 First Street NE, Suite 510 Washington, DC 20002 www.usg.com	202/289-5440
GANA	Glass Association of North America 3310 SW Harrison Street Topeka, KS 66611-2279 www.glasswebsite.com/gana	913/266-7013
HMA	Hardwood Manufacturers Association 400 Penn Center Blvd., Suite 530 Pittsburgh, PA 15235-5605 www.hardwood.org	412/828-0770
HPVA	Hardwood Plywood and Veneer Association 1825 Michael Farraday Drive P.O. Box 2789 Reston, VA 22195-0789 www.hpva.org	703/435-2900
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47th Street New York, NY 10017-2394 www.ieee.org	800/678-4333 212/705-7900
IESNA	Illuminating Engineering Society of North America 120 Wall Street, 17th Floor New York, NY 10005-4001 www.iesna.org	212/248-5000
ITS	Intertek Testing Services P.O. Box 2040 607/753-6711 3933 US Route 11 Cortland, NY 13045-7902 www.itsglobal.com	800/345-3851
LMA	Laminating Materials Association 116 Lawrence Street	201/664-2700

	Hillsdale, NJ 07642-2730 www.lma.org	
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850-4329	301/869-5800
ML/SFA	Metal Lath/Steel Framing Association (A Division of the NAAMM) 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603	312/456-5590
MSS	Manufacturers Standardization Society for the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602	703/281-6613
NAA	National Arborist Association P.O. Box 1094 603/673-3311 Amherst, NH 03031-1094 www.natlarb.com	800/733-2622
NAAMM	National Association of Architectural Metal Manufacturers 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603 www.gss.net/naamm	312/782-5590
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 www.naima.org	703/684-0084
NAPA	National Asphalt Pavement Association NAPA Building 5100 Forbes Blvd. Lanham, MD 20706-4413	301/731-4748
NCSPA	National Corrugated Steel Pipe Association 1255 23rd Street, NW, Suite 850 Washington, DC 20037 www.ncspa.org	202/452-1700
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877-4121	301/977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-5372	301/657-3110
NEI	National Elevator Industry	201/944-3211

	185 Bridge Plaza North, Suite 310 Fort Lee, NJ 07024	
NEMA	National Electrical Manufacturers' Association 1300 N. 17th Street, Suite 1847 Rosslyn, VA 22209 www.nema.org	703/841-3200
NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101 www.nfpa.org	800/344-3555 617/770-3000
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38184-0518 www.natlhardwood.org	901/377-1818
NIA	National Insulation Association 99 Canal Center Plaza, Suite 222 Alexandria, VA 22314 www.insulation.org	703/683-6422
NPA	National Particleboard Association 18928 Premiere Court Gaithersburg, MD 20879-1569 www.pbmdf.com	301/670-0604
NPCA	National Paint and Coatings Association 1500 Rhode Island Avenue, NW Washington, DC 20005-5597 www.paint.org	202/462-6272
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.roofonline.org	800/323-9545
NRMCA	National Ready Mixed Concrete Association 900 Spring Street Silver Spring, MD 20910 www.nrmca.org	301/587-1400
NSF	NSF International P.O. Box 130140 Ann Arbor, MI 48113-0140 www.nsf.org	313/769-8010
NUSIG	National Uniform Seismic Installation Guidelines 12 Lahoma Court Alamo, CA 94526	510/946-0135

NWWDA	National Wood Window and Door Association 1400 E. Touhy Avenue, G-54 Des Plaines, IL 60018 www.nwwda.org	800/223-2301 847/299-5200
SHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20210	202/219-8148
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083 www.portcement.org	847/966-6200
PDCA	Painting and Decorating Contractors of America 3913 Old Lee Hwy, Suite 33-B Fairfax, VA 22030 www.pdca.com	800/332-7322 703/359-0826
PDI	Plumbing and Drainage Institute 45 Bristol Drive, Suite 101 South Easton, MA 02375	800/589-8956 508/230-3516
RFCI	Resilient Floor Covering Institute 966 Hungerford Drive, Suite 12-B Rockville, MD 20805-1714	301/340-8580
RIS	Redwood Inspection Service c/o California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949-7206	415/382-0662
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60012 www.sdi.org	847/462-1930
SDI	Steel Door Institute 30200 Detroit Road Cleveland, OH 44145-1967	216/889-0010
SMA	Stucco Manufacturers Association 14006 Ventura Blvd. Sherman Oaks, CA 91403	213/789-8733
SMACNA	Sheet Metal and Airconditioning Contractors National Association, Inc. P.O. Box 221230 Chantilly, VA 20151-1209 www.smacna.org	703/803-2980

SPI	Society of the Plastics Industry, Inc. Spray Polyurethane Division 1801 K Street, NW, Suite 600K Washington, DC 20006 www.socplas.org	800/951-2001 202/974-5200
SSPC	Steel Structures Painting Council 40 24th Street, 6th Floor Pittsburgh, PA 15222-4643	412/281-2331
TCA	Tile Council of America 100 Clemson Research Blvd. Anderson, SC 29625	864/646-8453
TPI	Turfgrass Producers International 1855-A Hicks Road Rolling Meadows, IL 60008	800/405-8873 847/705-9898
UL	Underwriters Laboratories, Inc. 333 Pfingston Road 847/272-8800 Northbrook, IL 60062 www.ul.com	800/704-4050
UNI	Uni-Bell PVC Pipe Association 2655 Villa Creek Drive, Suite 155 Dallas, TX 75234 www.members.aol.com/unibell1	972/243-3902
USDA	U.S. Department of Agriculture 14th St. and Independence Ave., SW Washington, DC 20250	202/720-8732
WA	Wallcoverings Association 401 N. Michigan Avenue Chicago, IL 60611-4267	312/644-6610
WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281-3145	503/639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017-6603	212/661-4261
WIC	Woodwork Institute of California P.O. Box 980247 West Sacramento, CA 95798-0247	916/372-9943
WLPDIA	Western Lath/Plaster/Drywall Industries Association 8635 Navajo Road San Diego, CA 92119	619/466-9070

WMMPA	Wood Moulding & Millwork Producers Association 507 First Street Woodland, CA 95695 www.wmmpa.com	800/550-7889 916/661-9591
WRI	Wire Reinforcement Institute 203 Loudoun Street, SW Leesburg, VA 20175-2718	703/779-2339
WWPA	Western Wood Products Association Yeon Building 522 S.W. 5th Avenue Portland, OR 97204-2122	503/224-3930

END OF DOCUMENT

DOCUMENT 01 45 29

TESTING LABORATORY SERVICES

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISION

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including “Tests and Inspections”; and

1.1.2. Special Conditions.

1.2. DOCUMENT INCLUDES

1.2.1. Observation and Supervision.

1.2.2. Testing Laboratories and Agencies

1.2.3. Tests and Inspections

1.2.4. Selection and Payment

1.2.5. District's Testing Laboratory Responsibilities

1.2.6. Laboratory reports.

1.2.7. Limits on testing laboratory authority.

1.2.8. Contractor responsibilities.

1.2.9. Schedule of inspections and tests.

1.2.10. Project Inspector’s Access to Site

1.3. REFERENCES

1.3.1. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

1.3.2. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.3.3. CBC - California Building Code.

1.3.4. UBC - Uniform Building Code.

1.3.5. Title 24, Parts 1 and 2, of the California Code of Regulations. Contractor shall keep a copy of these available at the job Site for ready reference during construction

1.3.6. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section. DSA shall be notified at or before the start of construction.

1.4. OBSERVATION AND SUPERVISION

1.4.1. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, 24 C.C.R. §4-341.

1.4.2. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District("Project Inspector"), will observe the Work in accordance with 24 C.C.R. §§4-333(b) and 4-342:

1.4.3. Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. Contractor shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.

1.4.3.1. Project Inspector will notify District and Architect and inform Contractor of any observed failure of Work or material to conform to Contract Documents.

1.4.3.2. The Project Inspector shall observe and monitor all testing and inspection activities required.

1.4.4. Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to 24 C.C.R. §4-343. Contractor shall supervise and direct the Work and maintain a competent superintendent on the Project who is authorized to act in all matters pertaining to the Work. The Contractor shall inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by 24 C.C.R. §4-336.

1.5. TESTING LABORATORIES AND AGENCIES

1.5.1. Testing agencies and tests shall be in conformance with the Contract Documents and the requirements of 24 C.C.R. §4-335.

1.5.2. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer ("Soils Engineer").

1.5.3. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory ("Testing Laboratory" or "Laboratory"). The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.6. TESTS AND INSPECTIONS

1.6.1. Contractor shall be responsible for notifying District and Project Inspector of all required tests and inspections. Contractor shall notify District and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.

1.6.2. Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.

1.6.3. District will pay for first inspections and tests required by the Title 24 and other inspections or tests that District and/or Architect may direct to have made, including, but not limited to, the following principal items:

1.6.3.1. Tests and observations for earthwork and pavings.

1.6.3.2. Tests for concrete mix designs, including tests of trial batches.

1.6.3.3. Tests and inspections for structural steel work.

1.6.3.4. Field tests for framing lumber moisture content.

1.6.3.5. Additional tests directed by District that establish that materials and installation comply with the Contract Documents.

1.6.3.6. Test and observation of welding and expansion anchors.

1.6.3.7. Factory observation of components and assembly of modular prefabrication structures and buildings.

1.6.4. District may at its discretion, pay and back charge Contractor for:

1.6.4.1. Retests or reinspections, if required, and tests or inspection required due to Contractor error or lack of required identifications of material.

1.6.4.2. Uncovering of work in accordance with Contract Documents.

1.6.4.3. Testing done on weekends, holidays, and overtime will be chargeable to Contractor for the overtime portion.

1.6.4.4. Testing done off site.

1.6.5. Testing and inspection reports and certifications:

1.6.5.1. If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification: District; Construction Manager, if any; Architect; Consulting Engineer, if any; Other Engineers on the Project, as appropriate; and; Project Inspector.

1.6.5.2. When the test or inspection is one required by the Title 24, a copy of the report shall also be provided to the DSA.

1.7. SELECTION AND PAYMENT

1.7.1. District will hire and pay for services of an independent Testing Laboratory to perform specified inspection and testing as specified by District's Testing Laboratory.

1.7.2. District's hiring of Testing Laboratory shall in no way relieve Contractor of its obligation to perform work in accordance with requirements of Contract Documents.

1.8. DISTRICT'S TESTING LABORATORY RESPONSIBILITIES

1.8.1. Test samples of mixes submitted by Inspector.

1.8.2. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.

1.8.3. Notify Architect and Contractor of observed irregularities or non-conformance of Work or Products.

1.8.4. Attend preconstruction conferences and progress meetings when requested by Architect.

1.9. LABORATORY REPORTS

1.9.1. After each inspection and test, District shall then submit one copy of laboratory report to Contractor. Reports of test results of materials and inspections found not to be in compliance with the requirements of the Contract Documents shall be forwarded immediately.

1.9.2. Each Testing Laboratory shall submit a verified report covering all of the tests which were required to be made by that agency during the progress of the Project. Such report shall be furnished each time that Work is suspended, covering the tests up to that time and at the Completion of the Project, covering all tests.

1.10. LIMITS ON TESTING LABORATORY AUTHORITY

1.10.1. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

1.10.2. Laboratory may not approve or accept any portion of the Work.

1.10.3. Laboratory may not assume any duties of Contractor.

1.10.4. Laboratory has no authority to stop the Work.

1.11. CONTRACTOR RESPONSIBILITIES

1.11.1. Submit proposed items for testing as required herein and/or as further required in the Contract Documents to Architect for review in accordance with applicable specifications.

1.11.2. Cooperate with Laboratory personnel, and provide access to the Work and to manufacturer's facilities.

1.11.3. Notify Architect, District's , and Testing Laboratory 48 hours prior to expected time for operations requiring inspection and testing services.

1.11.4. When tests or inspections cannot be performed after such notice, reimburse District for Laboratory personnel and travel expenses incurred due to the Contractor's negligence.

1.11.5. Contractor shall notify District a sufficient time in advance of the manufacture of material to be supplied by Contractor pursuant to the Contract Documents, which must by terms of the Contract be tested, in order that the District may arrange for the testing of same at the source of supply.

1.11.5.1. 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 that such testing and inspection will not be required shall not be incorporated in the Work.

1.11.6. Contract and pay for services of District's Testing Laboratory to perform additional inspections, sampling and testing required when initial tests indicate Contractor's work and/or materials does not comply with Contract Documents.

1.12. SCHEDULE OF INSPECTIONS AND TESTS

The Testing Laboratory shall perform tests and inspections for the following in conformance with the (CBC) California Building Code (International Building Code with State of California Amendments), California Code of Regulations, Title 24, Part 2:

- Structural Tests and Special Inspections (Chapter 17A)
  - Special Inspections (§ 1704A)
- Soils and Foundations (Chapter 18A)
  - Geotechnical Investigations (§ 1803A)
- Concrete (Chapter 19A)
  - Specifications for Tests and Materials (§)
  - Concrete Quality, Mixing and Placing (§)
  - Concrete Reinforcement and Anchor Testing Inspection (§ 1916A)
- Masonry (Chapter 21A)
  - Masonry Construction Materials (§ 2103A)
  - Masonry Quality (§ 2103A)
  - Quality Assurance (§ 2105A)
- Structural Steel (Chapter 22A)
    - Structural Steel (§ 2205A)
    - Identification & Protection of Steel for Structural Purposes (§ 2203A)
  - Inspection and Tests of Structural Steel (§ 2212A)
- Wood (Chapter 23)
  - Minimum Standards and Quality (§ 2303)
  - Wood Construction (§ 1704A.6)
- Exterior Walls (Chapter 14)
    - Masonry Units (§ 1404.4)
    - Masonry Construction Materials (§ 2103A)
  - Exterior Insulation and Finish Systems (§ 1408)

- Roof Assemblies and Roofing Structures (Chapter 15)
  - Materials (§ 1506)
- Aluminum (Chapter 20)
  - Materials (§ 2002.1)
  - Inspection (§ 2003.1)

1.12.1. Plumbing

Testing as specified in Division 15 including, but not limited to: Sterilization, soil waste and vent, water piping, source of water, gas piping, downspouts and storm drains.

1.12.2. Automatic Fire Sprinklers (where applicable)

Testing as specified in Division 15 shall include, but not be limited to: hydrostatic pressure.

1.12.3. Heating, Ventilating and Air Conditioning:

Testing as specified in Division 15 shall include, but not be limited to: Ductwork tests, cooling tower tests, boiler tests, controls testing, piping tests, water and air systems, and test and balance of heating and air conditioning systems.

1.12.4. Electrical

Testing as specified in Division 16, including, but not limited to: Equipment testing, all electrical system operations, grounding system and checking insulation after cable is pulled.

1.13. PROJECT INSPECTOR'S ACCESS TO SITE

1.13.1. A Project Inspector employed by the District in accordance with the requirement of State of California Code of Regulations, Title 24, Part 1 will be assigned to the Work. Project Inspector's duties are specifically defined in 24. C.C.R. §4-342, and as indicated in the General Conditions.

1.13.2. District and Construction Manager shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation, and Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

1.13.3. The Work in all stages of progress shall be subject to the personal continuous observation of the Inspector. Inspector shall have free access to any or all parts of the Work at any time. Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Contractor from any obligation set forth in the Contract Documents.

1.13.4. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.

1.13.5. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24 or evidence that any material or construction does not conform to the requirements of Title 24, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test

methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

END OF DOCUMENT

DOCUMENT 01 50 00

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.1.3. Site Standards; and

1.1.4. Temporary Tree and Plant Protection.

1.2. TEMPORARY UTILITIES

1.2.1. Electric Power and Lighting

1.2.1.1. Contractor will furnish and pay for power during the course of the work to the extent power is not in the building(s) or on the Site. Contractor shall be responsible for providing temporary facilities required on the Site to point of intended use.

1.2.1.2. Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

1.2.1.3. Contractor shall be responsible for maintaining existing lighting levels in the Project vicinity should temporary outages or service interruptions occur.

1.2.2. Heat and Ventilation

1.2.2.1. Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for

the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

1.2.2.2. Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.

1.2.2.3. Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

1.2.3. Water

1.2.3.1. Contractor will furnish and pay for water during the course of the work. Contractor shall be responsible for providing temporary facilities required.

1.2.3.2. Contractor shall make potable water available for human consumption.

1.2.4. Sanitary Facilities

1.2.4.1. Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Project Inspector or Contractor completes all Work.

1.2.4.2. Use of toilet facilities in the Work shall not be permitted except by consent of the Project Inspector and District.

1.2.5. Telephone Service

1.2.5.1. Contractor shall arrange with local telephone service company for telephone service for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.

1.2.5.2. Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal; for Construction Site Office, Construction Manager's Office and Inspector's Office.

1.2.6. Fire Protection:

1.2.6.1. Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

1.2.6.2. Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

1.2.7. Trash Removal:

Contractor shall provide trash removal on a timely basis from all Site Offices and throughout the Site.

1.2.8. Temporary Facilities:

1.2.8.1. Unless otherwise indicated in the Special Conditions, Contractor shall provide the following facilities, trailers, offices, furniture and services:

1.2.8.1.1. one (1) 12X60 office trailer with two (2) offices for two (2) Construction Managers;

1.2.8.1.2. one (1) 12X20 Project Inspector's Trailer/Office; and

1.2.8.1.3. Basic furniture: chair, desks plan table, conference room table and chairs.

1.3. CONSTRUCTION AIDS

1.3.1. Plant and Equipment:

1.3.1.1. Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

1.3.1.2. Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

1.3.2. No District tools or equipment shall be used by Contractor for the performance of the Work.

1.4. BARRIERS AND ENCLOSURES

1.4.1. Contractor shall obtain District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

1.4.2. Contractor shall provide a six (6) foot high, chain link perimeter fence with post driven into the ground and fabric screen as a temporary barrier around construction area. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises. Contractor shall remove temporary fence, barriers and enclosure upon Completion of the Work.

1.4.3. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

1.5. SECURITY

Contractor shall secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Contractor is responsible for insuring that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of the Project Site.

1.6. TEMPORARY CONTROLS

1.6.1. Noise Control

1.6.1.1. Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

1.6.1.2. Notice of proposed noisy operations, including without limitation, operation of

pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to District a minimum of forty-eight (48) hours in advance of their performance.

1.6.2. Noise and Vibration

1.6.2.1. Equipment and impact tools shall have intake and exhaust mufflers.

1.6.2.2. Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

1.6.3. Dust and Dirt

1.6.3.1. Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.

1.6.3.2. Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

1.6.3.3. Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

1.6.3.4. Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

1.6.4. Water

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

1.6.5. Pollution

1.6.5.1. No burning of refuse, debris, or other materials shall be permitted on or in the

vicinity of the Premises.

1.6.5.2. Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.6.6. Lighting

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.7. JOB SIGN(S)

1.7.1. General:

1.7.1.1. Contractor shall provide and maintain and locate a Project identification sign with the design, text, and colors designated by District and/or the Architect.

1.7.1.2. Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

1.7.2. Materials:

1.7.2.1. Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.

1.7.2.2. Sign Surface: Minimum 3/4-inch exterior grade plywood.

1.7.2.3. Rough Hardware: Galvanized.

1.7.2.4. Paint: Exterior quality, of type and colors selected by the District and/or the Architect.

1.7.3. Fabrication:

1.7.3.1. Contractor shall fabricate to provide smooth, even surface for painting.

1.7.3.2. Size: 4'-O" x 8'-O", unless otherwise indicated.

1.7.3.3. Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.

1.7.3.4. Text and Graphics: As indicated.

1.8. PUBLICITY RELEASES

Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

END OF DOCUMENT

DOCUMENT 01 52 10

SITE STANDARDS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS:

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including without limitation, Site Access, Conditions, and Regulations;

1.1.2. Special Conditions;

1.1.3. Drug-Free Workplace Certification;

1.1.4. Tobacco-Free Environment Certification;

1.1.5. Criminal Background Investigation/Fingerprinting Certification; and

1.1.6. Temporary Facilities and Controls.

1.2. REQUIREMENTS OF THE DISTRICT

1.2.1. Drug-Free Schools and Safety Requirements:

1.2.1.1. All school sites and other District Facilities have been declared “Drug-Free Zones.” No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Contractor-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

1.2.1.2. Contractor shall post: "Non-Smoking Area" in a highly visible location on Site. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.

1.2.1.3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

1.2.2. **Language**: Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.2.3. Disturbing the Peace (Noise and Lighting):

1.2.3.1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

1.2.3.2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.

1.2.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.2.4. Traffic:

1.2.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

1.2.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.

1.2.4.3. District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.

1.2.4.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

1.2.4.5. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

DOCUMENT 01 56 39

TEMPORARY TREE AND PLANT PROTECTION

WHERE SUBSTANTIAL TREE PROTECTION WILL BE REQUIRED ON THE SITE, OBTAIN AN ARBORIST TO REVIEW THIS DOCUMENT PRIOR TO BIDDING.

1. GENERAL

1.1. RELATED DOCUMENTS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions; and

1.1.2. Special Conditions.

1.2. SUMMARY

This Document includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

1.3. DEFINITIONS

Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4. SUBMITTALS

1.4.1. Product Data: For each type of product indicated.

1.4.2. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1.4.3. Qualification Data: For tree service firm and arborist.

1.4.4. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

1.4.5. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.5. QUALITY ASSURANCE

1.5.1. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project

and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.

1.5.2. Arborist Qualifications: An arborist certified by ISA (International Society of Arboriculture) or licensed in the jurisdiction where Project is located.

1.5.3. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."

1.5.3.1. Before tree protection and trimming operations begin, meet with District to review tree protection and trimming procedures and responsibilities.

2. PRODUCTS

2.1. MATERIALS

2.1.1. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch (63-mm) sieve and not more than 10 percent passing a 3/4-inch (19-mm) sieve.

2.1.2. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.

2.1.2.1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.

2.1.3. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.

2.1.4. Chain-Link Fence: Metallic-coated steel chain-link fence fabric of 0.120-inch- (3-mm-) diameter wire; a minimum of 48 inches (1200 mm) high; with 1.9-inch- (48-mm-) diameter line posts; 2-3/8-inch- (60-mm-) diameter terminal and corner posts; 1-5/8-inch- (41-mm-) diameter top rail; and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

2.1.5. Select mulch as recommended by arborist or landscape architect.

2.1.6. Organic Mulch: Use shredded hardwood, ground or shredded bark, or wood and bark chips, all free of deleterious materials.

3. EXECUTION

3.1. PREPARATION

3.1.1. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.

3.1.2. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.

3.1.3. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.1.4. Mulch areas inside tree protection zones and other areas indicated.

3.1.4.1. Select mulch as recommended by arborist or landscape architect.

3.1.4.2. Apply 2-inch (50-mm) to 3-inch (75-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm)] of tree trunks.

3.1.5. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.

3.1.6. Maintain tree protection zones free of weeds and trash.

3.1.7. Do not allow fires within tree protection zones.

3.2. EXCAVATION

3.2.1. Install shoring or other protective support systems to minimize sloping or benching of excavations where construction or utility excavation is near trees to be protected.

3.2.2. Do not excavate within tree protection zones, unless otherwise indicated.

3.2.3. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.

3.2.3.1. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.2.4. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.

3.2.4.1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3. REGRADING

3.3.1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones.

3.3.2. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.

3.3.2.1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.

3.3.3. Minor Fill: Where existing grade is 6 inches (150 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.3.4. Moderate Fill: Where existing grade is more than 6 inches (150 mm) but less than 12 inches (300 mm) below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:

3.3.4.1. Carefully place drainage fill against tree trunk approximately 2 inches (50 mm) above elevation of finish grade and extend not less than 18 inches (450 mm) from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches (150 mm) below elevation of grade.

3.3.4.2. Place filter fabric with edges overlapping 6 inches (150 mm) minimum.

3.3.4.3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

3.4. TREE PRUNING

3.4.1. Prune trees to remain that are affected by temporary and permanent construction.

3.4.2. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.

3.4.3. Pruning Standards: Prune trees according to ANSI A300 (Part 1), as recommended by arborist report.

3.4.4. Adjust pruning requirements per arborist's recommendations.

3.4.5. Cut branches with sharp pruning instruments; do not break or chop.

3.4.6. Modify below to specific project requirements.

3.4.7. Chip removed tree branches and dispose of or spread over areas identified by District.

3.5. TREE REPAIR AND REPLACEMENT

3.5.1. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.

3.5.2. Remove and replace trees indicated to remain that die or are damaged during construction operations or that are incapable of restoring to normal growth pattern.

3.5.2.1. Provide new trees of 6-inch (150-mm) caliper size and of a when damaged trees more than 6 inches (150 mm) in caliper size, measured 12 inches (300 mm) above grade, are required to be replaced. Plant and maintain new trees as specified in Contract Documents.

3.5.3. Where recommended by arborist report, aerate surface soil, compacted during construction, 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch (50-mm) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.6. DISPOSAL OF WASTE MATERIALS

3.6.1. Burning is not permitted.

3.6.2. Disposal: Remove excess excavated material and displaced trees from Site.

END OF DOCUMENT

DOCUMENT 01 57 10

STORM WATER POLLUTION PREVENTION PLAN – CONSTRUCTION

IN ORDER TO ENROLL IN THE CONSTRUCTION STORM WATER PERMIT AND BEFORE CONSTRUCTION ACTIVITIES BEGIN, THE DISTRICT WILL FILE CERTAIN SUBMITTALS REFERRED TO AS PERMIT REGISTRATION DOCUMENTS (PRDS) WITH THE REGIONAL WATER QUALITY CONTROL BOARD.

THE STATUS OF THE DISTRICT'S PRDS (THE RISK ASSESSMENT, SITE MAP(S), AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP)) ARE AS FURTHER INDICATED IN THE SPECIAL CONDITIONS.

IF THE SPECIAL CONDITIONS INDICATE THAT CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING SOME OR ALL OF THE PRDS, CONTRACTOR SHALL FOLLOW THE REQUIREMENTS HEREIN.

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISION

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

2.2.15. General Conditions;

2.2.16. Special Conditions;

2.2.17. Site Standards; and

2.2.18. Collaborative For High Performance Schools (CHPS) -- Special Environmental Requirements.

1.2. The Clean Water Act and Porter Cologne Water Quality Act prohibit the discharge of any water containing pollutants from certain construction sites unless a National Pollutant Discharge Elimination System permit is first obtained and followed. The National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction Storm Water Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the California State Water Resources Control Board (State Water Board) authorizes the discharge of storm water and certain non-storm water from construction sites if certain conditions and measures are taken. The District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit.

2. SUBMITTALS

2.1. GENERAL

All submittals shall be made in a form conducive for the District to electronically upload the approved submittals to the Storm water Multi-Application Reporting and Tracking System (SMARTS).

2.2. RISK ASSESSMENT

2.2.1. Concurrent with the Schedule of Submittals as indicated in the General Conditions, Contractor shall prepare and submit a proposed "Risk Assessment" as set forth in the

Construction Storm Water Permit.

2.2.2. The District's Qualified SWPPP Developer ("QSD") will review the Contractor's proposed Risk Assessment for compliance with the Construction Storm Water Permit. If changes to the proposed Risk Assessment are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Contractor.

2.2.3. Contractor shall make the changes specified by the District's QSD and shall submit the revised Risk Assessment to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the Risk Assessment and provide the Contract with a copy within seven (7) days of receipt of the revised Risk Assessment.

2.3. SITE MAPS

2.3.1. Concurrent with the Schedule of Submittals as indicated in the General Conditions, Contractor shall prepare and submit proposed "Site Maps" as described in Attachment B of the Construction Storm Water Permit.

2.3.2. The District's QSD will review the Contractor's proposed Site Maps for compliance with the Construction Storm Water Permit. If changes to the proposed Site Maps are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Contractor.

2.3.3. Contractor shall make the changes specified by the District's QSD and shall submit the revised Site Maps to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the Site Maps and provide the Contract with a copy within seven (7) days of receipt of the revised SWPPP.

2.4. SWPPP

2.4.1. Concurrent with the Schedule of Submittals as indicated in the General Conditions, Contractor shall prepare and submit to the District a proposed SWPPP for the Work.

2.4.2. The District's Qualified SWPPP Developer ("QSD") will review the Contractor's proposed SWPPP for compliance with the Construction Storm Water Permit. If changes to the proposed SWPPP are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Contractor.

2.4.3. Contractor shall make the changes specified by the District's QSD and shall submit the revised SWPPP to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the SWPPP and provide the Contract with a copy within seven (7) days of receipt of the revised SWPPP.

2.5. RAIN EVENT ACTION PLAN (REAP)

2.5.1. If Contractor determines that Site is a Risk Level 1, concurrent with the Schedule of Submittals as indicated in the General Conditions, Contractor shall prepare and submit to the District a proposed REAP for the Work.

2.5.2. The District's QSD will review the Contractor's proposed REAP for compliance with the Construction Storm Water Permit. If changes to the proposed REAP are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Contractor.

2.5.3. Contractor shall make the changes specified by the District's QSD and shall submit the revised REAP to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the REAP and provide the Contract with a copy within seven (7) days of receipt of the revised REAP.

2.6. ACTIVE TREATMENT SYSTEM (ATS)

2.6.1. If Contractor determines that Site requires an ATS under the Construction Storm Water Permit, concurrent with the Schedule of Submittals as indicated in the General Conditions, Contractor shall prepare and submit to the District a proposed ATS for the Work.

2.6.2. The District's QSD will review the Contractor's proposed ATS for compliance with the Construction Storm Water Permit. If changes to the proposed ATS are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Contractor.

2.6.3. Contractor shall make the changes specified by the District's QSD and shall submit the revised ATS to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the ATS and provide the Contract with a copy within seven (7) days of receipt of the revised ATS.

2.7. RECORDS

All electronic and hardcopy records required by the Construction Storm Water Permit shall be submitted to the District within seven (7) days of Completion of the Project.

3. PERMIT REGISTRATION DOCUMENTS

Prior to any activities on Site that disturb the Site's surface, the Permit Registration Documents (PRDs) required by the Construction Storm Water Permit must be filed with the Regional Water Quality Control Board. The District shall file the PRDs with the Regional Water Quality Control Board to activate coverage under the Construction Storm Water Permit.

4. IMPLEMENTATION REQUIREMENTS

4.1. Contractor shall not conduct any activities that may affect the Site's construction runoff water quality until the District provides Contractor with the Waste Discharger Identification Number (WDID) assigned to this Project by the State Water Board.

4.2. Contractor shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the District for response.

4.3. Contractor shall designate in writing to the District a Qualified SWPPP Practitioner (QSP) who shall be responsible for implementing the SWPPP, REAP (if applicable), ATS (if applicable), conducting non-storm water and storm water visual observations, and for ensuring that all best management practices (BMPs) required by the SWPPP and General Permit are properly implemented and maintained.

4.4. All measures required by the SWPPP shall be implemented concurrent with the commencement of construction. Pollution practices and devices shall be followed or installed as early in the construction schedule as possible with frequent upgrading of devices as construction progresses.

4.5. Contractor shall ensure that all measures are properly maintained and repaired to protect the water quality of discharges.

5. INSPECTION, SAMPLING, ANALYSIS, AND RECORD KEEPING REQUIREMENTS

The Contractor's QSP shall conduct all required visual observations, sampling, analysis, reporting, and record keeping required by the SWPPP and the Construction Storm Water Permit.

6. REPORTING REQUIREMENTS

Contractor shall prepare and provide all the reports, which include, but are not limited to the Annual Report and any NEL Violation Reports or NAL Exceedance Reports, all of which are required by the SWPPP and the Construction Storm Water Permit.

7. ANNUAL REPORT

By August 1 of each year (defined as July 1 to June 30) that had at least one continuous three (3) month period coverage under the General Permit, Contractor shall complete and submit to the District an Annual Report, as required by the General Permit. If the Project is complete prior to August 1, Contractor shall submit the report prior to acceptance of the Project.

8. COMPLETION OF WORK

8.1. Clean-up shall be performed as each portion of the work progresses. All refuse, excess material, and possible pollutants shall be disposed of in a legal manner off-site and all temporary and permanent SWPPP devices shall be in place and maintained in good condition.

8.2. At Completion of Work, Contractor shall inspect installed SWPPP devices, and present the currently implemented SWPPP with all backup records to the District.

9. NOTICE OF TERMINATION (NOT)

A Notice of Termination (NOT) must be submitted by the Contractor to the District for electronic submittal by the Legally Responsible Person via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the Project site that demonstrate final stabilization has been achieved. The NOT shall be submitted to the District on or before the Contractor submits its final application for payment. If the Regional Water Board rejects the NOT for any reason, the Contractor shall revise the NOT as many times as necessary to get the Regional Water Board's approval. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.

10. QUALITY ASSURANCE

10.1. Before performing any of the obligations indicated herein, the Contractor's QSP shall meet the training and certification requirements in the Construction Storm Water Permit.

10.2. Contractor shall perform the Work in strict compliance with the approved SWPPP, REAP, ATS, and the Construction Storm Water Permit.

10.3. Contractor shall conduct at least a one-hour training session on the requirements of the SWPPP for each employee before an employee conducts any construction on the Site. Contractor shall maintain documentation of this employee training at the site for review by the District or any regulatory agency.

11. PERFORMANCE REQUIREMENTS

11.1. The Storm Water Pollution Prevention Plan is a minimum requirement. Revisions and modifications to the SWPPP are acceptable only if they maintain levels of protection equal to or greater than originally specified.

11.2. Read and be thoroughly familiar with all of the requirements of the SWPPP.

11.3. Inspect and monitor all work and storage areas for compliance with the SWPPP prior to any anticipated rain.

11.4. Complete any and all corrective measures as may be directed by the regulatory agency, or the District, or the District's representative.

11.5. **Penalties**: Contractor shall pay any fees and any penalties that may be imposed by the regulatory agency for non-compliance with SWPPP during the course of Work.

11.6. **Costs**: Contractor to pay all costs associated with the implementation of the requirements of the SWPPP in order to maintain compliance with the Permit. This includes installation of all Housekeeping BMPs, General Site and Material Management BMPs, Inspection requirements, maintenance requirements, and all other requirements specified in the SWPPP.

12. MATERIALS

All temporary and permanent storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the SWPPP as described in the BMP Handbook.

END OF DOCUMENT

DOCUMENT 01 60 00

MATERIALS AND EQUIPMENT

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Purchase of Materials and Equipment;

1.1.2. Special Conditions; and

1.1.3. Imported Materials Certification.

1.2. MATERIAL AND EQUIPMENT

1.2.1. Only items approved by the District and/or Architect shall be used.

1.2.2. Contractor shall submit lists of Products and other Product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.3. MATERIAL AND EQUIPMENT COLORS

1.3.1. The Contractor shall comply with all schedule(s) of colors provided by the District and/or Architect.

1.3.2. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.3.3. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.4. DELIVERY, STORAGE, AND HANDLING

1.4.1. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.

1.4.2. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.

1.4.3. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

1.4.4. Materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.

1.4.5. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished pursuant to the Contract Documents.

1.4.6. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at no cost to District.

1.4.7. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

2. PRODUCTS

2.1. MANUFACTURERS

2.1.1. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.

2.1.2. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.2. FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work.

2.3. MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work, listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

3. EXECUTION

3.1. WORKMANSHIP

3.1.1. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

3.1.2. Work shall be executed by tradespersons skilled in their respective field of work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.2. COORDINATION

3.2.1. Contractor shall coordinate installation of materials and equipment so as to not interfere with installation of other work. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.

3.2.2. Contractor shall examine in-place materials and equipment for readiness, completeness, fitness to be concealed or to receive Work , and compliance with Contract Documents. Concealing or covering work constitutes acceptance of additional cost which will result should in-place materials and equipment be found unsuitable for receiving other work or otherwise deviating from the requirements of the Contract Documents.

3.3. COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and in accordance with Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as “installed complete,” “operable condition,” “for use intended,” “connected to all utilities,” “terminate with proper cap,” “adequately anchored,” “patch and refinish,” “to match similar,” should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.4. APPROVED INSTALLER OR APPLICATOR

Contractor shall ensure that all installations are only performed by a manufacturer’s approved installer or applicator.

3.5. MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of manufacturer’s representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

DOCUMENT 01 66 10

DELIVERY, STORAGE AND HANDLING

1. GENERAL

1.2. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.2.1. General Conditions, including, without limitation, Site Access, Conditions and Requirements; and

1.2.2. Special Conditions.

1.3. PRODUCTS

1.3.1. Products are as defined in the General Conditions.

1.3.2. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

1.3.3. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.4. TRANSPORTATION AND HANDLING

1.4.1. Contractor shall transport and handle Products in accordance with manufacturer's instructions.

1.4.2. Contractor shall promptly inspect shipments to confirm that Products comply with Contract requirements, are of correct quantity, and are undamaged.

1.4.3. Contractor shall provide equipment and personnel to properly handle Products to prevent soiling, disfigurement, or damage.

1.5. STORAGE AND PROTECTION

1.5.1. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive Products in weather-tight, climate controlled enclosures.

1.5.2. Contractor shall place fabricated Products that are stored outside, on above-ground sloped supports.

1.5.3. Contractor shall provide off-site storage and protection for Products when Site does not permit on-site storage or protection.

1.5.4. Contractor shall cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

1.5.5. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.

1.5.6. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

1.5.7. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

END OF DOCUMENT

DOCUMENT 01 70 10

CONTRACT CLOSEOUT AND FINAL CLEANING

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Documents on Work and Completion of Work;

1.1.2. Special Conditions; and

1.1.3. Record Documents

1.2. CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.3. FINAL CLEANING

1.3.1. Contractor shall execute final cleaning prior to final inspection.

1.3.2. Contractor shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.

1.3.3. Contractor shall clean equipment and fixtures to a sanitary condition.

1.3.4. Contractor shall replace filters of operating equipment.

1.3.5. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.

1.3.6. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.

1.3.7. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.4. ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.5. RECORD DOCUMENTS AND SHOP DRAWINGS

Contractor shall legibly mark each item to record actual construction, including:

1.5.1. Measured depths of foundation in relation to finish floor datum.

1.5.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.

1.5.3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

1.5.4. Field changes of dimension and detail.

1.5.5. Details not on original Contract Drawings

1.5.6. Changes made by modification(s).

1.5.7. References to related Shop Drawings and modifications.

1.5.8. Contractor will provide one set of Record Drawings to District.

1.5.9. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.6. INSTRUCTION OF DISTRICT PERSONNEL

1.6.1. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

1.6.2. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six (6) months.

1.6.3. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.6.4. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.6.5. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.7. SPARE PARTS AND MAINTENANCE MATERIALS

1.7.1. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

1.7.2. Contractor shall provide District all required Operation and Maintenance Data.

END OF DOCUMENT

D0CUMENT 01 71 10

FIELD ENGINEERING

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;

1.1.2. Special Conditions; and

1.1.3. Site-Visit Certification.

1.2. REQUIREMENTS INCLUDED

1.2.1. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the Project, including, without limitations:

1.2.1.1. Survey work required in execution of the Project.

1.2.1.2. Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.3. QUALIFICATIONS OF SURVEYOR OR ENGINEERS

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.4. SURVEY REFERENCE POINTS

1.4.1. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

1.4.2. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:

1.4.2.1. Make no changes or relocation without prior written notice to District and Architect.

1.4.2.2. Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

1.4.2.3. Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.5. RECORDS

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.6. SUBMITTALS

1.6.1. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.

1.6.2. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.

1.6.3. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

2. EXECUTION

2.1. COMPLIANCE WITH LAWS

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

2.2. NONCONFORMING WORK

Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

DOCUMENT 01 73 10

CUTTING AND PATCHING

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;

1.1.2. Special Conditions;

1.1.3. Hazardous Materials Procedures and Requirements;

1.1.4. Hazardous Materials Certification;

1.1.5. Lead-Based Materials Certification; and

1.1.6. Imported Materials Certification.

1.2. CUTTING AND PATCHING

1.2.1. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

1.2.1.1. Make several parts fit together properly.

1.2.1.2. Uncover portions of Work to provide for installation of ill-timed Work.

1.2.1.3. Remove and replace defective Work.

1.2.1.4. Remove and replace Work not conforming to requirements of Contract Documents.

1.2.1.5. Remove Samples of installed Work as specified for testing.

1.2.1.6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.2.1.7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.

1.2.2. In addition to Contract requirements, upon written instructions from District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

1.2.3. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.2.4. Contractor shall not cut and patch operating elements and safety related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:

1.2.4.1. Primary operational systems and equipment.
1.2.4.2. Air or smoke barriers.
1.2.4.3. Fire-suppression systems.
1.2.4.4. Mechanical systems piping and ducts.
1.2.4.5. Control systems.
1.2.4.6. Communication systems.
1.2.4.7. Conveying systems.
1.2.4.8. Electrical wiring systems.

1.2.5. Contractor shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing capacity to perform as intended, or that results in increased maintenance or decreased operational life of safety. Miscellaneous elements include the following:

1.2.5.1. Water, moisture or vapor barriers.
1.2.5.2. Membranes and flashings.
1.2.5.3. Exterior curtain-wall construction.
1.2.5.4. Equipment supports.
1.2.5.5. Piping, ductwork, vessels and equipment.
1.2.5.6. Noise and vibration control elements and systems.
1.2.5.7. Shoring, bracing and sheeting.

1.3. SUBMITTALS

1.3.1. Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration (Request) at least ten (10) days prior to any cutting or alterations that may affect the structural safety of Project, or work of others, including the following:

1.3.1.1. The work of the District or other trades.

1.3.1.2. Structural value or integrity of any element of Project.

1.3.1.3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.

1.3.1.4. Efficiency, operational life, maintenance or safety of operational elements.

1.3.1.5. Visual qualities of sight-exposed elements.

1.3.2. Contractor's Request shall also include:

1.3.2.1. Identification of Project.

1.3.2.2. Description of affected Work.

1.3.2.3. Necessity for cutting, alteration, or excavations.

1.3.2.4. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.

1.3.2.5. Description of proposed Work:

1.3.2.5.1. Scope of cutting, patching, alteration, or excavation.

1.3.2.5.2. Trades that will execute Work.

1.3.2.5.3. Products proposed to be used.

1.3.2.5.4. Extent of refinishing to be done.

1.3.2.6. Alternates to cutting and patching.

1.3.2.7. Cost proposal, when applicable.

1.3.2.8. The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.

1.3.2.9. Written permission of other trades whose Work will be affected.

1.4. QUALITY ASSURANCE

1.4.1. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

1.4.2. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.5. PAYMENT FOR COSTS

1.5.1. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.

1.5.2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change

Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

2. PRODUCTS

2.1. MATERIALS

2.1.1. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.

2.1.2. Materials to be cut and patched include those damaged by the performance of the Work.

3. EXECUTION

3.1. INSPECTION

3.1.1. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

3.1.2. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

3.2. PREPARATION

3.2.1. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

3.2.2. Contractor shall provide devices and methods to protect other portions of Project from damage.

3.2.3. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.3. ERECTION, INSTALLATION AND APPLICATION

3.3.1. With respect to performance, Contractor shall:

3.3.1.1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.

3.3.1.2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.

3.3.1.3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.

3.3.1.4. Contractor shall employ original installer or fabricator to perform cutting and patching for:

3.3.1.5. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

3.3.1.6. Sight-exposed finished surfaces.

3.3.2. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.

3.3.3. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

3.3.4. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.

3.3.5. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DOCUMENT 01 74 10

DEMOLITION WASTE MANAGEMENT

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISION

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.1.3. Collaborative For High Performance Schools (CHPS) -- Special Environmental Requirements; and

1.1.4. Closeout.

1.2. DEFINITIONS

1.2.1. **Construction and Demolition Waste**: Building and site improvement materials and waste materials resulting from construction and demolition or selective demolition operations.

1.2.2. **Disposal**: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.2.3. **Recycle**: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.2.4. **Salvage**: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

1.2.5. **Salvage and Reuse**: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.2.6. **Waste Management Coordinator**: Contractor's designated representative responsible for preparation and execution of demolition waste management plan.

1.3. PERFORMANCE GOALS

1.3.1. **General**: Develop waste management plan that results in end-of-Project rates for salvage/recycling of seventy-five percent (75%) by weight of total waste generated by the Work.

1.3.2. **Salvage/Recycle Goals**: Salvage and recycle as much nonhazardous construction and demolition waste as possible. District has established a minimum goal of seventy-five percent (75%) by weight of total waste generated by the Work for the following materials:

- Demolition Soils Waste:
- Green Materials: Trees, stumps, trimmings, and land clearing debris.
- Asphaltic concrete paving.
- Concrete.
- Decorative masonry and rocks.
- Concrete reinforcing steel.
- Brick.
- Concrete masonry units.
- Wood studs, joists, and sheathing.
- Plywood and oriented strand board.
- Wood paneling.
- Wood trim.
- Interior casework.
- Structural and miscellaneous steel.
- Rough hardware.
- Roofing.
- Insulation.
- Windows, doors, and frames.
- Door hardware.
- Windows.
- Glazing.
- Metal: Ferrous and non-ferrous.
- Gypsum board.
- Acoustical tile and panels.
- Carpet.
- Carpet pad.
- Demountable partitions.
- Equipment:
    - Cabinets.
    - Plumbing fixtures.
    - Piping.
    - Supports and hangers.
    - Valves.
    - Fire sprinklers.
    - Mechanical equipment.
    - Refrigerants.
    - Electrical conduit.
    - Copper wiring.
    - Lighting fixtures.
    - Lamps.
    - Ballasts.
    - Electrical devices.
    - Switchgear and panel boards.
    - Historical items for Archive Project.

1.4. SUBMITTALS

1.4.1. **Waste Management Plan**: Submit five (5) copies of plan concurrent with the Schedule of Submittals as indicated in the General Conditions.

1.4.2. **Waste Reduction Progress Reports**: Concurrent with each Application for Payment, submit five (5) copies of reports. Include separate reports for demolition and construction waste. Include the following information:

1.4.2.1. Material category;

1.4.2.2. Generation point of waste;

1.4.2.3. Total quantity of waste in tons;

1.4.2.4. Quantity of waste salvaged, both estimated and actual in tons;

1.4.2.5. Quantity of waste recycled, both estimated and actual in tons;

1.4.2.6. Total quantity of waste recovered (salvaged plus recycled) in tons; and

1.4.2.7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

1.4.3. **Forms**: Prepare waste reduction progress reports on forms included herein below.

1.4.4. **Waste Reduction Calculations**: Before Completion, submit five (5) copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work. Contractor may request information from District to assist in preparing these calculations.

1.4.5. **Records of Donations**: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

1.4.6. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

1.4.7. **Recycling and Processing Facility Records**: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.4.8. **Landfill and Incinerator Disposal Records**: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.4.9. **Qualification Data**: For Contractor's Waste Management Coordinator.

1.4.10. **Statement of Refrigerant Recovery**: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was

recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.4.11. **Hazardous Materials Abatement**: Coordinate with other applicable Specifications for the removal of hazardous components of materials to be recycled.

1.5. QUALITY ASSURANCE

1.5.1. **Waste Management Coordinator**: Submit qualifications for District's approval.

1.5.2. **Regulatory Requirements**: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.5.3. **Waste Management Conference**: Conduct conference at Project site to comply with requirements in Division 1 Section 01039 – Coordination and Meetings. Review methods and procedures related to waste management including, but not limited to, the following:

1.5.3.1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator;

1.5.3.2. Review requirements for documenting quantities of each type of waste and its disposition;

1.5.3.3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays;

1.5.3.4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities; and

1.5.3.5. Review waste management requirements for each trade.

1.5.4. **Quality of Recycled Material for Re-Use On Site**: Coordinate with testing requirements under the appropriate sections.

1.6. WASTE MANAGEMENT PLAN

1.6.1. **General**: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for different types of demolition waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

1.6.2. **Waste Identification**: Indicate anticipated types and quantities of demolition and site-clearing waste generated by the Work in accordance with the District as defined below. Include estimated quantities and assumptions for estimates.

1.6.2.1. Fully contained, segregated hazardous materials disposal.

1.6.2.1.1. Class I Hazardous Materials Landfill

1.6.2.2. Reuse of building materials or salvageable items.

1.6.2.2.1. Wood trim, interior casework, historical items (Archive Project).

1.6.2.2.2. Windows, doors, hardware.

1.6.2.2.3. Equipment.

1.6.2.3. Source separation of recyclable materials.

1.6.2.3.1. Asphalt.

1.6.2.3.2. Concrete, concrete block, decorative masonry, and rocks.

1.6.2.3.3. Green Materials: Trees, stumps, trimmings, and land-clearing debris.

1.6.2.3.4. Metal: Ferrous and non-ferrous.

1.6.2.3.5. Brick.

1.6.2.3.6. Soil.

1.6.2.3.7. Wood: Flooring, sheathing, structural lumber, finish lumber.

1.6.2.3.8. Gypsum board.

1.6.2.4. On-site crushing of asphalt and concrete for use on or off-site.

1.6.2.5. Mixed debris recycling facilities.

1.6.2.5.1. For materials which cannot be feasibly separated.

1.6.2.5.2. Ship to mixed materials recycling facility.

1.6.2.6. Waste disposal to landfill.

1.6.2.6.1. For all remaining materials which cannot be recycled, reused, separated, or mixed.

1.6.2.6.1.1. Ceiling tiles.

1.6.2.6.1.2. Carpet.

1.6.2.6.1.3. Plaster, stucco.

1.6.2.6.1.4. Mixed demolition debris.

1.6.3. **Waste Reduction Work Plan**: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1.6.3.1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

1.6.3.2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

1.6.3.3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

1.6.3.4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

1.6.3.5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

1.6.3.6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

1.6.4. **Cost/Revenue Analysis**: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1.6.4.1. Total quantity of waste.

1.6.4.2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.

1.6.4.3. Total cost of disposal (with no waste management).

1.6.4.4. Revenue from salvaged materials.

1.6.4.5. Revenue from recycled materials.

1.6.4.6. Savings in hauling and tipping fees by donating materials.

1.6.4.7. Savings in hauling and tipping fees that are avoided.

1.6.4.8. Handling and transportation costs. Include cost of collection containers for each type of waste.

1.6.4.9. Net additional cost or net savings from waste management plan.

1.6.5. Forms: Prepare waste management plan on forms included at end of Part 3.

2. PRODUCTS

Not Used

3. EXECUTION

3.1. PLAN IMPLEMENTATION

3.1.1. **General**: Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

3.1.2. **Waste Management Coordinator**: Waste management coordinator shall work with representative of the District for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site for duration of project.

3.1.3. **Training**: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

3.1.3.1. Distribute waste management plan to everyone concerned within 3 days of submittal return.

3.1.3.2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

3.1.4. **Site Access and Temporary Controls**: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.1.4.1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

3.1.4.2. Comply with Division 1 Section 01500 - Temporary Facilities and Controls, for controlling dust and dirt, environmental protection, and noise control.

3.1.5. **Weighing and Documentation**: Separate and weigh all items to be recycled or salvaged.

3.1.5.1. Weight shall be measured by the ton or fraction thereof.

3.1.5.2. Measurement of weight shall be by a properly calibrated scale bearing a current seal of the appropriate weights and measures representation.

3.1.5.3. Measured weights shall be recorded along with all other documentation required in the forms provided.

3.2. DISPOSITION OF SALVAGED MATERIALS AND ITEMS

3.2.1. Salvaged Materials for Reuse in the Work:

3.2.1.1. Clean or wash salvaged items.

3.2.1.2. Crush and stock pile material for re-use on-site or transport off site.

3.2.1.3. Stockpile materials in an area which is safe from standing water or erosion.

3.2.1.4. Protect stockpiles until ready for re-use.

3.2.1.5. Re-install salvaged materials to comply with installation requirements for new materials.

3.2.2. Salvaged Items are not permitted to be sold on Project site.

3.2.3. Salvaged Items shall be removed from project site for disposition at an appropriate salvage supply yard.

3.2.4. Salvaged Items for District's Use: None.

3.3. RECYCLING DEMOLITION WASTE, GENERAL

3.3.1. **General**: Recycle paper and beverage containers used by on-site workers.

3.3.2. **Waste Recycling Receivers and Processors**: Licensed entity normally engaged in the business of receiving, recycling, and processing waste materials with a minimum of 5 years of documented experience with the types of waste products to be processed under the provisions of this section.

3.3.3. **Recycling Incentives**: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by District and Contractor.

3.3.4. **Procedures**: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

3.3.4.1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

3.3.4.2. Inspect containers and bins for contamination and remove contaminated materials if found.

3.3.4.3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3.3.4.4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

3.3.4.5. Store components off the ground and protect from the weather.

3.3.4.6. Remove recyclable waste off District's property and transport to recycling receiver or processor.

3.4. RECYCLING DEMOLITION WASTE

3.4.1. **Bituminous Concrete Paving**: Break up and transport paving to asphalt-recycling facility, or process on-site.

3.4.2. **Concrete Reinforcement**: Remove reinforcement and other metals from concrete and sort with other metals.

3.4.3. **Concrete**: Break up and transport to concrete-recycling facility or process on site.

3.4.4. **Concrete**: Crush concrete and screen to comply with requirements in Division 2 Section 02300 - Earthwork: Re-use as fill at contractor's option.

3.4.5. **Masonry Reinforcement**: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

3.4.6. **Masonry**: Crush masonry and screen to comply with requirements in Division 2 Section 02300 - Earthwork for use as satisfactory soil for fill.

3.4.7. **Wood Materials**: Separate lumber, engineered wood products, panel products, and treated wood materials. Dispose of as salvage or recycle for filler or mulch at an appropriate facility.

3.4.8. **Metals**: Separate metals by type.

3.4.8.1. Structural Steel and Other Metals: Separate members according to size, type of member, and length.

3.4.8.2. Recycle bolts, nuts, washers, and other rough hardware.

3.4.8.3. Non-Ferrous Metals: Separate by type.

3.4.9. **Asphalt Shingle Roofing**: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

3.4.10. **Gypsum Board**: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

3.4.11. **Acoustical Ceiling Panels and Tile**: Stack large clean pieces on wood pallets and store in a dry location.

3.4.12. **Acoustical Ceiling Suspension Systems**: Separate suspension system, trim, and other metals from panels and tile and sort with other metals.

3.4.13. **Carpet and Pad**: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

3.4.14. **Equipment: Drain tanks, piping, and fixtures**: Seal openings with caps or plugs. Protect equipment from exposure to weather. Sort and recycle by types of metal.

Plumbing Fixtures: Separate and recycle.

3.4.15.

3.4.16. **Piping**: Reduce piping to straight lengths and arrange by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

3.4.17. **Lighting Fixtures**: Remove lamps and separate fixtures by type and protect from breakage and weather.

3.4.18. **Electrical Devices**: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.4.19. **Conduit**: Reduce conduit to straight lengths and store by type and size.

3.4.20. **Green Materials**: Separate out roots, stumps, trunks, shrubs, mulch, and other green matter and transport off-site for appropriate processing.

3.5. DISPOSAL OF WASTE

3.5.1. **General**: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

3.5.2. Do not allow waste materials that are to be disposed of accumulate on-site. Remove and transport debris in a manner that will prevent spillage on or off site.

3.5.3. **Burning**: Do not burn and waste materials on-site.

3.5.4. **Disposal**: Transport waste materials off site and legally dispose of them.

3.6. FORMS

Waste Management Plan Forms Attached:

3.6.1. Demolition Waste Reduction Progress Report.

3.6.2. Demolition Waste Identification.

3.6.3. Demolition Waste Reduction Work Plan.

3.6.4. Cost/Revenue Analysis of Demolition Waste Reduction Work Plan.

END OF DOCUMENT

DEMOLITION WASTE REDUCTION PROGRESS REPORT

MATERIAL CATEGORY	GENERATION POINT	TOTAL QUANTITY OF WASTETONS (A)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTERECOVEREDTONS(D=B+C)	TOTAL QUANTITY OF WASTE RECOVERED % (D/Ax100)
			ESTIMATED TONS	ACTUAL TONS(B)	ESTIMATED TONS	ACTUAL TONS(C)		
Asphaltic Concrete Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood and OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangers								
Valves								
Sprinklers								
Mechanical Equipment								
Electrical Conduit								
Copper Wiring								
Light Fixtures								

Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panel boards								
Transformers								
Historical Items								

DEMOLITION WASTE IDENTIFICATION				
MATERIAL DESCRIPTION	EST. QUANTITY	EST. VOLUME CY	EST. WEIGHT TONS	REMARKS AND ASSUMPTIONS
Asphaltic Concrete Paving				
Concrete				
Brick				
CMU				
Lumber				
Plywood and OSB				
Wood Paneling				
Wood Trim				
Miscellaneous Metals				
Structural Steel				
Rough Hardware				
Insulation				
Roofing				
Doors, Frames, and Trim				
Door Hardware				
Windows and Trim				
Glazing				
Acoustical Tile				
Carpet				
Carpet Pad				
Demountable Partitions				
Equipment				
Cabinets				
Plumbing Fixtures				
Piping				
Piping Supports and Hangers				
Valves				
Sprinklers				
Mechanical Equipment				
Electrical Conduit				
Copper Wiring				
Light Fixtures				
Lamps				
Lighting Ballasts				
Electrical Devices				

Switchgear and Panelboards				
Transformers				
Historical Items				

DEMOLITION WASTE REDUCTION WORK PLAN						
MATERIAL CATEGORY	GENERATION POINT	TOTAL EST. QUANTITY OF WASTE TONS	DISPOSAL METHOD AND QUANTITY			HANDLING & TRANSPORTION PROCEDURES
			EST. AMOUNT SALVAGED TONS	EST. AMOUNT RECYCLED TONS	EST. AMOUNT DISPOSED TO LAND FILL TONS	
Asphaltic Concrete Paving						
Concrete						
Brick						
CMU						
Lumber						
Plywood and OSB						
Wood Paneling						
Wood Trim						
Miscellaneous Metals						
Structural Steel						
Rough Hardware						
Insulation						
Roofing						
Doors, Frames, and Trim						
Door Hardware						
Windows and Trim						
Glazing						
Acoustical Tile						
Carpet						
Carpet Pad						
Demountable Partitions						
Equipment						
Cabinets						
Plumbing Fixtures						
Piping						
Supports and Hangers						
Valves						
Sprinklers						
Mechanical Equipment						
Electrical Conduit						
Copper Wiring						
Light Fixtures						
Lamps						

Lighting Ballasts						
Electrical Devices						

Switchgear and Panelboards

Transformers						
Historical Items						

COST/REVENUE ANALYSIS OF DEMOLITION WASTE REDUCTION WORK PLAN

MATERIALS	TOTAL QUANTITYOF MATERIALS(VOL. OR WEIGHT)(A)	EST. COST OFDISPOSAL(B)	TOTAL EST.COST OFDISPOSAL(C= A x B)	REVENUE FROMSALVAGEDMATERIALS(D)	REVENUE FROMRECYCLEDMATERIALS(E)	LANDFILLTIPPING FEESAVOIDED(F)	HANDLING ANDTRANSPORTATIONCOSTS AVOIDED(G)	NET COSTSAVINGS OFWORK PLAN(H = D+E+F+G)
Asphaltic Concrete Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood and OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangers								
Valves								

Sprinklers								
Mech. Equipment								
Electrical Conduit								
Conner Wiring								
Light Fixtures								
Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panelboards								
Transformers								
Historical Items								

DOCUMENT 01 78 23

OPERATION AND MAINTENANCE DATA

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Completion of the Work;

1.1.2. Special Conditions; and

1.1.3. Contract Forms and Submittals.

1.2. QUALITY ASSURANCE

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.3. FORMAT

1.3.1. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").

1.3.2. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.

1.3.3. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.

1.3.4. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.

1.3.5. Contractor shall provide tabbed fly leaf for each separate Product and system, with typed description of Product and major component parts of equipment.

1.3.6. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.

1.3.7. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.4. CONTENTS, EACH VOLUME

1.4.1. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of Products and systems, indexed to content of the volume.

1.4.2. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.

1.4.3. Product Data: Contractor shall mark each sheet to clearly identify specific Products and component parts, and data applicable to installation. Delete inapplicable information.

1.4.4. Drawings: Contractor shall supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.

1.4.5. Text: The Contractor shall include any and all information as required to supplement Product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.5. MANUAL FOR MATERIALS AND FINISHES

1.5.1. Building Products, Applied Materials, and Finishes: Contractor shall include Product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured Products.

1.5.2. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

1.5.3. Moisture Protection and Weather Exposed Products: Contractor shall include Product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.

1.5.4. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.

1.5.5. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.6. MANUAL FOR EQUIPMENT AND SYSTEMS

1.6.1. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

1.6.2. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.

1.6.3. Contractor shall include color coded wiring diagrams as installed.

1.6.4. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control,

stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.

1.6.5. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

1.6.6. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.

1.6.7. Contractor shall include manufacturer's printed operation and maintenance instructions.

1.6.8. Contractor shall include sequence of operation by controls manufacturer.

1.6.9. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

1.6.10. Contractor shall provide control diagrams by controls manufacturer as installed.

1.6.11. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.

1.6.12. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

1.6.13. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

1.6.14. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).

1.6.15. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.7. SUBMITTAL

1.7.1. Concurrent with the Schedule of Submittals as indicated in the General Conditions, Contractor shall submit to the District for review two (2) copies of a preliminary draft of proposed formats and outlines of the contents of the Manual.

1.7.2. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

1.7.3. On or before the Contractor submits its final application for payment, Contractor shall submit two (2) copies of a complete Manual in final form. The District will provide comments to Contractor and Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.

1.7.4. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after receiving District's comments. Failure to do so will be a basis for the District

withholding funds sufficient to protect itself for Contractor's failure to provide a final Manual to the District.

END OF DOCUMENT

DOCUMENT 01 78 36

WARRANTIES

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Warranty/Guarantee/Indemnity;

1.1.2. Special Conditions; and

1.1.3. Operation and Maintenance Data

1.2. FORMAT

1.2.1. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.

1.2.2. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.

1.2.3. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the Product or work item is specified.

1.2.4. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.3. PREPARATION

1.3.1. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.

1.3.2. Contractor shall verify that warranties are in proper form, contain full information, and are notarized, when required.

1.3.3. Contractor shall co-execute submittals when required.

1.3.4. Contractor shall retain warranties until time specified for submittal.

1.4. TIME OF SUBMITTALS

1.4.1. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.

1.4.2. On or before the Contractor submits its final application for payment, Contractor shall submit all warranties and related documents in final form. The District will provide comments to Contractor and Contractor must revise the content of the warranties as required by District prior to District's approval of Contractor's final Application for Payment.

1.4.3. For items of Work that are not completed until after the date of Completion, Contractor shall provide an updated warranty for those item(s) of Work within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

END OF DOCUMENT

DOCUMENT 01 78 39

RECORD DOCUMENTS

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Documents on Work and Completion of Work;

1.1.2. Special Conditions; and

1.1.3. Contract Closeout and Final Cleaning.

2. RECORD DRAWINGS

2.1. GENERAL

2.1.1. "Record Drawings" may also be referred to in the Contract Documents as "As-Built Drawings."

2.1.2. As indicated in the Contract Documents, District will provide Contractor with one set of reproducible plans of the original Contract Drawings.

2.1.3. Contractor shall maintain at each Project Site one (1) set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.

2.1.4. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.

2.1.5. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.

2.1.6. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.2. RECORD DRAWING INFORMATION

2.2.1. Contractor shall record the following information:

2.2.1.1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

2.2.1.2. Actual numbering of each electrical circuit.

2.2.1.3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.

2.2.1.4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.

2.2.1.5. Installed location of all cathodic protection anodes.

2.2.1.6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

2.2.1.7. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.

2.2.1.8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

2.2.2. In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

2.2.3. Contractor shall provide additional drawings as necessary for clarification.

2.2.4. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

3. RECORD SPECIFICATIONS

Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

4. MAINTENANCE OF RECORD DOCUMENTS

4.1. Contractor shall store Record Documents apart from documents used for construction as follows:

4.1.1. Provide files and racks for storage of Record Documents.

4.1.2. Maintain Record Documents in a clean, dry, legible condition and in good order.

4.2. Contractor shall not use Record Documents for construction purposes.

END OF DOCUMENT

DOCUMENT 01 91 00

COMMISSIONING

1. GENERAL

1.1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including, without limitation, Documents on Work and Completion of Work;

3.6.5. General Conditions;

3.6.6. Special Conditions;

3.6.7. Collaborative For High Performance Schools (CHPS) -- Special Environmental Requirements; and

1.1.2. Contract Closeout and Final Cleaning.

1.2. SUMMARY

1.2.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.

1.2.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.

1.2.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner.

1.2.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

1.3. DESCRIPTION

The following applies to all Contract Documents:

1.3.1. **Contractor Startup**: Sub-phase of Contractor's work ending with Acceptance of Work, during which Contractor performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.

1.3.1.1. The District, Construction Manager and Architect and the Inspector shall be present to observe, inspect and identify deficiencies in building systems operations.

1.3.2. The completion of startup means the entire Construction Project including startup and fine tuning has been performed to the requirements of the Contract Documents and is verified in writing by the District, Construction Manager and Architect.

1.3.3. **Fine Tuning**: Fine tuning is the responsibility of Contractors after District occupancy and ending one (1) year after District occupancy. During this time the Contractor is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.

1.3.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.

1.3.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

1.4. DEFINITION OF TERMS

1.4.1. **Contractor's Pre-Commissioning Checklists**: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.

1.4.2. **Installation Verification Process**: Includes the on-site inspection and review of related system components for conformance to Contract Documents. The Contractor shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the Inspector for future resolution.

1.4.3. **Functional Performance Testing Process**: Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Contractor certifies that systems are 100% complete and ready for functional testing. The Contractor will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.

1.4.4. **Deficiencies and Resolutions List:** Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the Construction Manager and Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Project Contract Documents and/or the design intent.

1.5. COMMISSIONING SCHEDULE

1.5.1. Provide schedules for Contractor Start-Up work.

1.5.2. Incorporate in overall construction schedule.

1.5.3. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one (1) year from date of occupancy by the District.

1.6. SUBMITTALS

1.6.1. Submit Draft and Final Contractor Start-up Forms as described in this Document. Submit Draft Report for Construction Manager and Architect's review and comment prior to Final Submission. Submit Final Report not later than twenty weeks before scheduled date of Acceptance of Work.

1.6.2. Prepare and submit one copy of report form to be used in preparation of system reports for:

1.6.2.1. Food Service Equipment.

1.6.2.2. Gymnasium Equipment and Scoreboards

1.6.2.3. Laboratory Fume Hoods

1.6.2.4. Elevators

1.6.2.5. Each mechanical system specified in Division 15.

1.6.2.6. Each Electrical system specified in Division 16.

1.6.3. Each System Report shall be submitted including the following:

1.6.3.1. Project Name

1.6.3.2. Name of System

1.6.3.3. Index of report's content

1.6.3.4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.

1.6.3.5. Space to record equipment and operational problems which cannot be corrected with scheduled Contractor Start-Up program and which may delay Acceptance of Work.

1.6.3.6. Manufacturer's equipment start-up reports.

1.6.3.7. Systems' testing, balancing, and adjusting reports.

1.6.3.8. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

1.7. COMMISSIONING DUTIES AND RESPONSIBILITIES

1.7.1. Contractor Duties and Responsibilities:

1.7.1.1. Assure the participation and cooperation of Subcontractors and Suppliers under their jurisdictions as required to complete the commissioning process.

1.7.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.

1.7.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.

1.7.1.4. Provide qualified representatives for the functional performance commissioning process.

1.7.1.5. Assure that all subcontractors, suppliers, test and balance, controls, etc. include in their respective contracts cost necessary to participate in and complete the commissioning process.

1.7.2. **Duties and Responsibilities of Others for Commissioning**: The commissioning process requires the active participation of the Construction Manager, District, Architect and any other related Consultants on the project.

1.8. SYSTEM FAILURES

After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the Contractor shall reimburse the District for cost associated with any additional retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

END OF DOCUMENT

SECTION 321600

SITE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 THE REQUIREMENT

A. The CONTRACTOR shall provide all materials, equipment and labor necessary to furnish and place ready-mix cast-in-place concrete, and shall form, mix, place, consolidate, finish, cure, repair and perform all appurtenant work necessary to produce finished concrete complete in place as shown on the Drawings and as specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A.	Division 1	General Requirements.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Federal Specifications and Standards:

PS 1	U.S. Product Standard for Concrete Forms, Class I.
PS 20	U.S. Product Standard for American Softwood Lumber.
UU-B-790A (Int. Amd.)	Building Paper, Vegetable Fiber (Kraft, Waterproofed, Water Repellant and Fire Resistant).

B. State of California (Caltrans) Standards:

1. Standard Specifications 2015:

Section 52	Reinforcement.
Section 73	Concrete Curbs and Sidewalks.

C. Americans with Disabilities Act and ADA Accessibilities Guidelines (ADAAG)

Appendix A of 28 CFR Part 35, TitleII.

D. Commercial Standards:

ACI 301	Specifications for Structural Concrete for Buildings.
ACI 315	Details and Detailing of Concrete Reinforcement.
ACI 318	Building Code Requirements for Structural Concrete and Commentary.
ACI 347	Recommended Practice for Concrete Formwork.
ASTM A 185	Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
ASTM A 615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
ASTM C 31	Practice for Making and Curing Concrete Test Specimens in the Field.
ASTM C 33	Specification for Concrete Aggregates.
ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens.
ASTM C 94	Specification for Ready-Mixed Concrete.
ASTM C 143	Test Method for Slump of Hydraulic Cement Concrete.
ASTM C 150	Specification for Portland Cement.
ASTM C 309	Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
ASTM C 494	Specification for Chemical Admixtures for Concrete.
ASTM C 1077	Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
ASTM D 1751	Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
AWS D1.4	Structural Welding Code - Reinforcing Steel.
CRSI MSP-1	Concrete Reinforcing Steel Institute Manual of Standard Practice.
CBC	California Building Code.

1.4 CONTRACTOR SUBMITTALS

A. Certificate of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

B. Mix Designs: The CONTRACTOR shall submit to the DISTRICT, for review, preliminary concrete mix designs which shall show the proportions and gradations of all materials proposed for

each class and type of concrete specified herein. Each mix design shall be accompanied by a Certificate of Compliance to these specifications.

C. Delivery Tickets: The CONTRACTOR shall provide delivery tickets at the time of delivery of each load of concrete. Each delivery ticket shall be accompanied by batch tickets automatically produced by the batching equipment, indicating quantities of each ingredient. Each delivery ticket shall, in addition, state the mix number, total yield in cubic yards, date and the time of day, to the nearest minute, corresponding to when the batch was loaded, when it was dispatched, when it ar- rived at the job, and the time that unloading began and slump.

1.5 CONSTRUCTION TOLERANCES

A. The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed WORK is within the tolerances shown on the Drawing and as specified herein. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Permissible deviations for cast-in-place concrete structures shall not exceed ± 1/4-inch.

1.6 QUALITY ASSURANCE

A. Sample Panels: When required by the DISTRICT, before installing concrete work, provide sample panels, of all specified finishes, minimum 3 feet x 3 feet, using specified materials. Show color, texture, pattern, edging, and joint treatments. Correct and rebuild sample panels until Architect's acceptance of the work. Retain panels during construction as a standard for completed concrete paving work.

B. Do not change source or brands of cement and aggregate materials during the course of the work.

C. Concrete finisher shall have a minimum 3 years' experience finishing high-volume fly ash concrete.

D. Slip Resistance: Concrete walk surfaces shall have a minimum wet and dry coefficient of friction of 0.60 when tested in accordance with ASTM C1028.

1.7 PROJECT CONDITIONS

A. Work notification: Notify Architect at least 24 hours prior to installation of concrete.

B. Establish and maintain required lines and grade elevations. Refer to notes on the grading plans and Section covering site grading and/or earth moving

1.8 DISTRICT ENGINEER

A. The Engineer will inspect subgrade and aggregate base prior to installation of concrete work.

PART 2 - PRODUCTS

2.1 FORM AND FALSEWORK MATERIALS

A. Except as otherwise expressly accepted by the DISTRICT, all lumber brought on the job site for use as forms, shoring, or bracing shall be new material.

B. Materials for concrete forms, formwork and falsework shall conform to the following requirements:

1. Lumber shall be Douglas Fir or Southern Pine, construction grade or better, in conformance with U.S. Product Standard PS 20.

2. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine plywood manufactured especially for concrete formwork and shall conform to the requirements of PS 1 for Concrete Forms, Class I, and shall be edge sealed.

3. Form materials shall be metal, wood, plywood, or other approved material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line and grade shown. Metal forms shall be an approved type that will accomplish such results.

C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 FORM TIES

A. Form ties shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2 inches; and all such fasteners shall be such as to leave holes of regular shape for reaming. Form Ties shall be Burke Penta-Tie System, Richmond Snap-Tys, or equal.

2.3 REINFORCEMENT STEEL

A. General: All reinforcement steel for all cast-in-place reinforced concrete construction shall conform to the following requirements:

1. Bar reinforcement shall conform to ASTM A 615 for Grade 60 Billet Steel Reinforcement with supplementary requirement S-1, or as otherwise shown.

2. Welded wire fabric reinforcement shall conform to ASTM A 185 and the details shown.

B. Accessories:

1. Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers and other devices to position reinforcement during concrete placement. Wire bar supports shall be CRSI Class 1 for maximum protection with a 1/8 inch minimum thickness of plastic coating which extends at least 1/2 inch from the concrete surface. Plastic shall be gray in color.

2. Concrete blocks (dobies), used to support and position reinforcement steel, shall have the same or higher compressive strength as specified for the concrete in which it is located. Wire ties shall be embedded in concrete block bar supports.

2.4 CONCRETE MATERIALS

A. Ready-mix concrete shall conform to the requirements of ASTM C 94. Unless otherwise noted on the Plans, all concrete for site work shall be Class A.

B. Admixtures: Admixtures shall be used in accordance with manufacturer's printedrecommendations.

1. Calcium Chloride: Calcium chloride will not be permitted to be used in concrete, unless specifically approved by the DISTRICT.

2. Integral concrete colorant: Light-fast lime proof, finely divided mineral oxide terrazzo matrix coloring. Davis Colors, Solomon, L.M. Scofield Company or equal

2.5 CURING MATERIALS

A. All concrete shall be cured by the curing compound method. The curing compound shall be the clear or translucent type containing a fugitive dye conforming to the requirements of ASTM Designation: C 309, Type 1-D, Class A. The loss of water when tested in accordance with California Test 534, shall not be more than 0.15 kg/m^2 in 24 hours nor more than 0.45 kg/m^2 in 72 hours. The curing compound shall be applied at the approximate rate of one gallon per 150 square feet of area. The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface.

2.5 RELATED MATERIALS

A. Joint-Filler ASTM D1752 Type I, premolded non extruding neoprene sponge rubber, thickness indicated; with removable polystyrene or PVC strip mechanically attached to the top edge.

B. Epoxy Joint Filler: Two component polysulfide or polyurethane elastomeric type complying with FS TT S 00227, self-leveling, designed for foot traffic.

C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.

2.6 DESIGN

A. Concrete Design Requirements:

1. General: All mix design must be approved by the DISTRICT. Concrete shall be composed of cement, admixtures, aggregates and water. These materials shall be of the qualities specified. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. The proportions shall be changed whenever

necessary or desirable to meet the required results at no additional cost to the DISTRICT. All changes shall be subject to review by the DISTRICT.

2. Concrete shall be not less than 3,000 psi 28-day compressive strength for sidewalks and for curbs and gutters, using Type II or Type V cement, with a minimum of five sacks of cement per cubic yard. Concrete mix design shall be required for all such site concrete. Aggregate gradation shall be 1 inch x No. 4.

   The CONTRACTOR is cautioned that the limiting parameters specified above are NOT a mix design. Additional cement or water reducing agent may be required to achieve workability demanded by the CONTRACTOR'S construction methods and aggregates. The CONTRACTOR is responsible for any costs associated with furnishing concrete with the requiredworkability.

3. Cement: Type II or Type V cement shall be used for all cast-in-placeconcrete.

2.7 CONSISTENCY

A. The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C 143. Unless otherwise specified the slump for all concrete shall be maximum of 4 inches.

B. Retempering of concrete will not be permitted.

2.8 MIXING AND TRANSPORTING

A. All concrete shall be mixed in mechanically operated mixers.

B. Ready-mixed concrete shall meet the requirements as to materials, batching, mixing, transporting and placing as specified herein and in accordance with ASTM C 94, including the supplementary requirements specified herein.

C. Ready-mixed concrete shall be delivered to the site of the work, and discharge shall be completed within one and one-half hours after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first.

D. Truck mixers shall be equipped with electrically-actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the resettable, recording type, and shall be mounted in the driver's cab. The counters shall be actuated at the time of starting mixers at mixing speeds.

E. Each batch of concrete shall be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the manufacturer of equipment. Additional mixing, if any, shall be at the speed designated by the manufacturer of the equipment as agitating speed. All materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolution of mixing.

F. Each batch of ready-mixed concrete delivered at the job site shall be accompanied by a delivery ticket furnished to the DISTRICT.

G. The use of non-agitating equipment for transporting ready-mixed concrete will be allowed only with written approval of the DISTRICT.

2.9 AGGREGATE BASE

A. Aggregate base material shall be Class 2 aggregate base in conformance with Section 26, "Aggregate Bases," of the Caltrans Standard Specifications. All aggregate base used on the work shall conform to the 3/4 inch maximum size gradations.

2.10 TRUNCATED DOMES

A. All detectable warning surfaces shall be Armor-Tile or approved equal, color to be “Federal Yellow”. Domes are to be ‘in-line’ parallel to curbing or concreteedge.

2.11 CONTRASTING STRIPE

A. Stair tread contrasting stripe shall be Type T-24 by American Safety Tread or approved equal, color to be “ Black”

PART 3 - EXECUTION

3.1 GENERAL

A. All cast-in-place concrete shall be constructed in accordance with the Drawings.

B. All curb ramps shall be constructed in conformance to the 2010 State Standard Plans RSP A88A.

C. Truncated domes shall be a minimum depth of 3 feet, installed in locations as shown on plans.

D. All curb and gutter shall be in constructed in conformance with the detail on the Plans.

E. Aggregate base for sidewalk, flush curb, curb ramps, curb, and curb & gutter shall be a minimum 4 inches thick, or as specified on Plans.

3.2 GENERAL FORMWORK REQUIREMENTS

A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The CONTRACTOR shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed from the WORK and replaced at the CONTRACTOR'S expense. All design, construction, maintenance, preparation and removal of forms shall be in conformance with Section 51-1.05, “Forms,” of the Caltrans Standard Specifications; ACI 347; and the requirements specified herein.

B. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete.

3.3 REINFORCEMENT

A. General: All reinforcement steel, welded wire fabric and other appurtenances shall be fabricatedand placed in accordance with the requirements of the Uniform Building Code, the Drawings and the supplementary requirements specified herein.

B. Fabrication:

1. General: Reinforcement steel shall be accurately formed to the dimensions and shapes shown, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318, except as modified by the Drawings.

2. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner which will injure the material.

C. Placing:

1. Reinforcement steel shall be accurately positioned as shown, and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections.

2. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.

3. Unless otherwise specified, reinforcement placing tolerances shall be within the limits specified in Section 7.5 of ACI 318 except where in conflict with the requirements of the Uniform Building Code.

4. The minimum spacing requirements of ACI 318 shall be followed for all reinforcing steel.

5. Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete will not be allowed.

D. Splicing:

1. General: Reinforcement bar splices shall be of the character acceptable to the DISTRICT.

2. Splices of Reinforcement:

a. The length of lap for reinforcement bars, unless otherwise shown, shall be in accordance with ACI 318.

b. Laps of welded wire fabric shall be in accordance with the ACI 318. Adjoining sheets shall be securely tied together with No. 14 tie wire, one tie for each 2 running feet. Wires shall be staggered and tied in such a manner that they cannot slip.

E. Cleaning and Protection:

1. The surfaces of all reinforcement steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar and other foreign substances immediately before the concrete is placed. Where there is delay in depositing concrete, reinforcing shall be reinspected and, if necessary, recleaned.

3.4 PREPARATION OF SURFACES FOR PLACING CONCRETE

A. General: Subgrade surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing

concrete thereon. The surface shall be free from standing water, mud and debris at the time of placing concrete.

B. Joints in Concrete: Hardened concrete surfaces upon or against which concrete is to be placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface to a minimum of 1/4-inch amplitude for good bond. Before new concrete is placed, the joint surfaces shall be cleaned of all laitance, loose or defective concrete and foreign material. Any water shall be removed from the surface of construction joints before the new concrete isplaced.

C. Placing Interruptions: Interruptions in placing concrete will not be allowed without the written approval of the DISTRICT. The CONTRACTOR shall submit its purposed method of joint construction to the DISTRICT for review. When interruption of concrete placement operations has been approved the working face shall be given a shape by the use of forms or other means, that will secure proper union with subsequent work.

D. Embedded Items: All reinforcement, anchor bolts, sleeves, inserts and similar items shall be set and secured in the forms where shown on the Drawings or by shop drawings and shall be acceptable to the DISTRICT before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.

E. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. No concrete shall be deposited underwater nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, shall be the responsibility of CONTRACTOR.

3.5 PLACING

A. General: Placing of concrete shall conform to the applicable requirements of Section 51-1.09, “Placing Concrete,” of the Caltrans Standard Specifications and the requirements of thisSection.

B. Non-Conforming Work or Materials: All concrete which does not to conform to the requirements of this Section shall be removed from the work.

C. Placement in Wall Forms:

1. Concrete shall not be dropped through reinforcement steel into any deep form. In such cases, hoppers and, if necessary, vertical ducts of canvas, rubber or metal shall be used for placing concrete. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes or buggies. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet and care shall be taken to avoid inclined layers. Each layer shall be placed while the previous layer is still soft.

2. The surface of the concrete shall be level whenever a run of concrete is stopped.

D. Temperature of Concrete: Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85° F., or above, a time less than 1-1/2 hours may be required.

3.6 PUMPING OF CONCRETE

A. General: If the pumped concrete does not produce satisfactory end results as determined by the DISTRICT, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.

3.7 CONSOLIDATION

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted in general conformance with Section 51-1.09, "Placing Concrete," of the Caltrans Standard Specifications.

3.8 FINISHING CONCRETE SURFACES

A. General: Exposed surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface.

B. Formed Surfaces: No treatment is required after form removal except for curing, repair of defective concrete and treatment of surface defects.

C. Unformed Surfaces: After proper and adequate vibration and tamping, all exposed un-formed surfaces of pads, slabs and floors, shall be brought to a uniform surface with suitable tools. The finish for all unformed concrete surfaces shall be a soft broom finish.

D. Paving to Receive Broom Finish:

1. Screed and float paving to a smooth, even grade in accordance with the Drawings using overhead screeds where necessary to establish flow lines or grade breaks.
2. Steel trowel to a smooth, hard finish.
3. Using a stiff broom, strike clean, crisp broom marks across paving at right angles to the length of the ramp.
4. Finish shall be uniform throughout in color and texture.

E. Curbing, Headers, Bands and Dividers:

1. Neatly tool edges as detailed on the Drawings.
2. Bring exposed surfaces to a hard, smooth steel trowel finish and then finish with a fine hair broom to produce a uniform crisp, light broom finish parallel to the length of headers and dividers.
3. Finish of curb faces shall match finish of tops.

F. Stairs, Walls, Seat walls and Curb walls:

1. Neatly tool edges as detailed on the Drawings.
2. Bring exposed surfaces to a hard, smooth steel trowel finish and then finish with a fine hair broom to produce a uniform crisp, light broom finish parallel to the length of headers and dividers.
3. Finish shall be uniform in texture and color.
4. The contrasting stripe shall be a minimum of 2 inches wide and placed parallel to, and not more than 1 inch from the nose of the step. The stripe shall be embedded in the concrete per the manufacturer's recommendations and shall extend the full length of the step.

3.9 SEALANTS

A. Work under this Section includes furnishing and installation of all sealants, backing rods, primers and associated work and materials in expansion joints in concrete work.

B. Prime joints and install per manufacturers printed instructions.

C. Hold sealant flush with paving surface.

D. Sealant shall be smooth with no voids or irregularities.

3.10 CURING

A. General: All exposed concrete top surfaces of pads, shall be cured in conformance with the manufacturer's printed recommendations.

3.11 PROTECTION

A. The CONTRACTOR shall protect all concrete against injury until final acceptance by the DISTRICT.

B. Holes left by form-tying and other minor imperfections as defined herein shall be repaired in an approved manner with cement grout in conformance with Section 310130 "Grout."

END OF SECTION