



PERALTA COMMUNITY COLLEGE DISTRICT

MERRITT COLLEGE CHILD DEVELOPMENT CENTER (CDC) BUILDING

ADDENDA

BID NO. 21-22/08

Peralta Community College District

333 East 8th Street Oakland, CA 94606

April 28, 2022

ADDENDUM No. 2

This addendum supersedes items of the original RFP documents wherein it is inconsistent with it. All other conditions remain unchanged. The following changes, modifications, corrections, additions, or clarifications shall apply to the contract documents and shall be made a part of and subject to all of the requirements thereof as if originally specified or shown. It is the responsibility of the proposer to review the list of attachments to ensure that the addendum is full and complete. This Addendum modifies the original RFP Documents for the above project.

Acknowledge receipt of this addendum in the space provided on Acknowledgement and Signature Form. Failure to do so may subject proposer to disqualification.

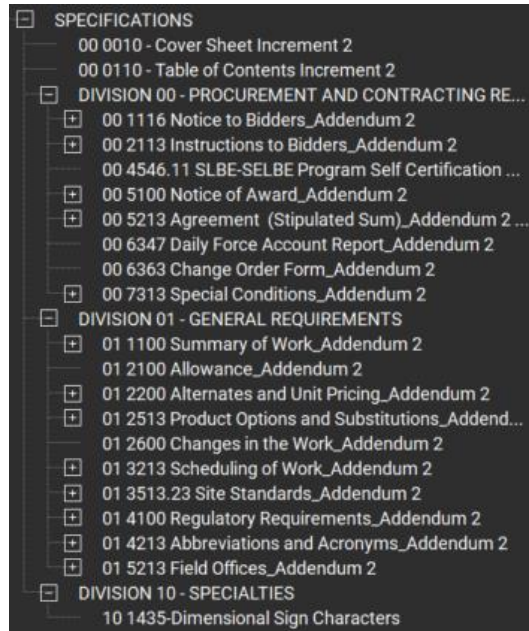
Revisions/Questions to RFP documents:

District Clarifications:

1. Addendum 2 has been submitted to DSA and is currently under DSA review. Please review these modifications and consider these modifications in your bid. Addendum 2 includes the following revisions to the 10/1/2021 DSA approved package for Increment 2:
 - a. Drawing Revisions:



b. Specification Revisions:



Find Addendum 2 Drawings and Specifications starting on the next page.

PERALTA COMMUNITY COLLEGE DISTRICT MERRITT COLLEGE CHILD DEVELOPMENT CENTER

12500 CAMPUS DRIVE, OAKLAND, CA 94619

INCREMENT - 2
DSA APPLICATION NO. 01-119166 INC 02

ADDENDUM NO. 2
APRIL 15, 2022

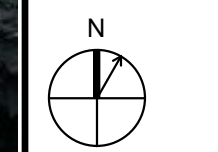


275 Battery Street, Suite 1050
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Ph: 415-233-9991
Fax: 415-651-8911
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NO.	ISSUE/REVISION	YYYY-MM-DD
1	DSA SUBMITTAL	09-30-2020
2	DSA BACKCHECK	08-06-2021
3	DSA BACKCHECK	09-07-2021
4	ADDENDUM NO. 2	04-15-2022



KEY PLAN



PROFESSIONAL SEAL



PROJECT
PERALTA COMMUNITY COLLEGE DISTRICT
MERRITT COLLEGE
CHILD DEVELOPMENT CENTER
INCREMENT 2

PROJECT ADDRESS
12500 CAMPUS DR
OAKLAND, CA 94619

SHEET TITLE
COVER SHEET

DRAWN BY JT	REVIEWED BY Approver	SHEET NUMBER L/G-000
PROJECT NUMBER 2019025	DATE 09/07/2021	

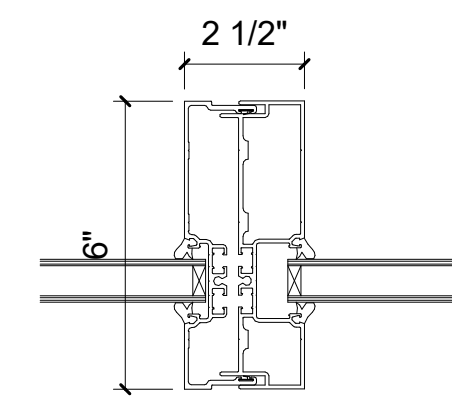
42400022 11/10/2021 © 2021 Merritt College District. All rights reserved. This drawing is the property of AE3 Partners. No part of this drawing may be reproduced without the written consent of AE3 Partners.

NOTE: METAL PANELS AND WINDOW SYSTEMS ARE DEFERRED APPROVAL

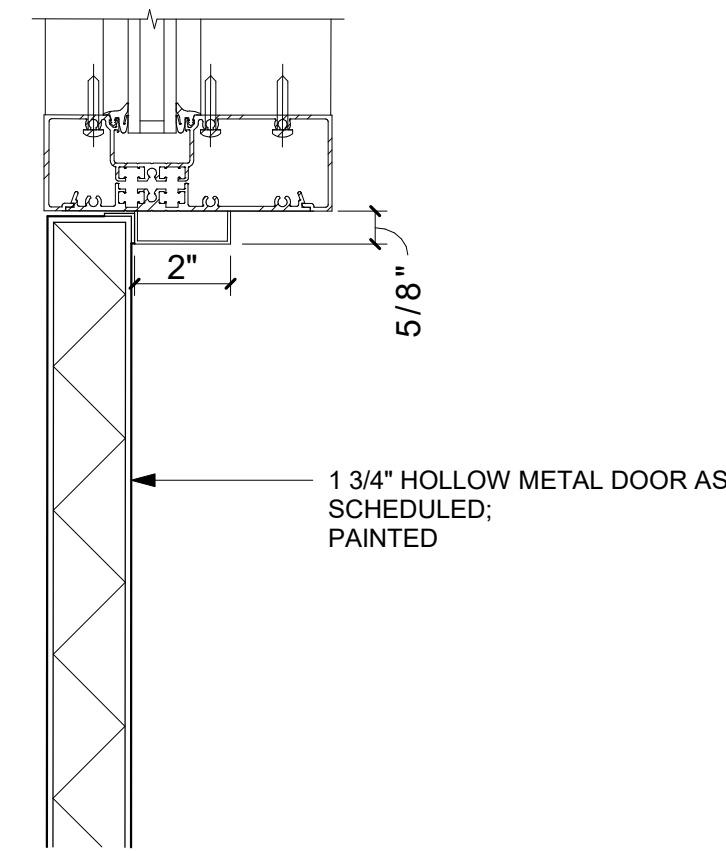


275 Battery Street, Suite 1050
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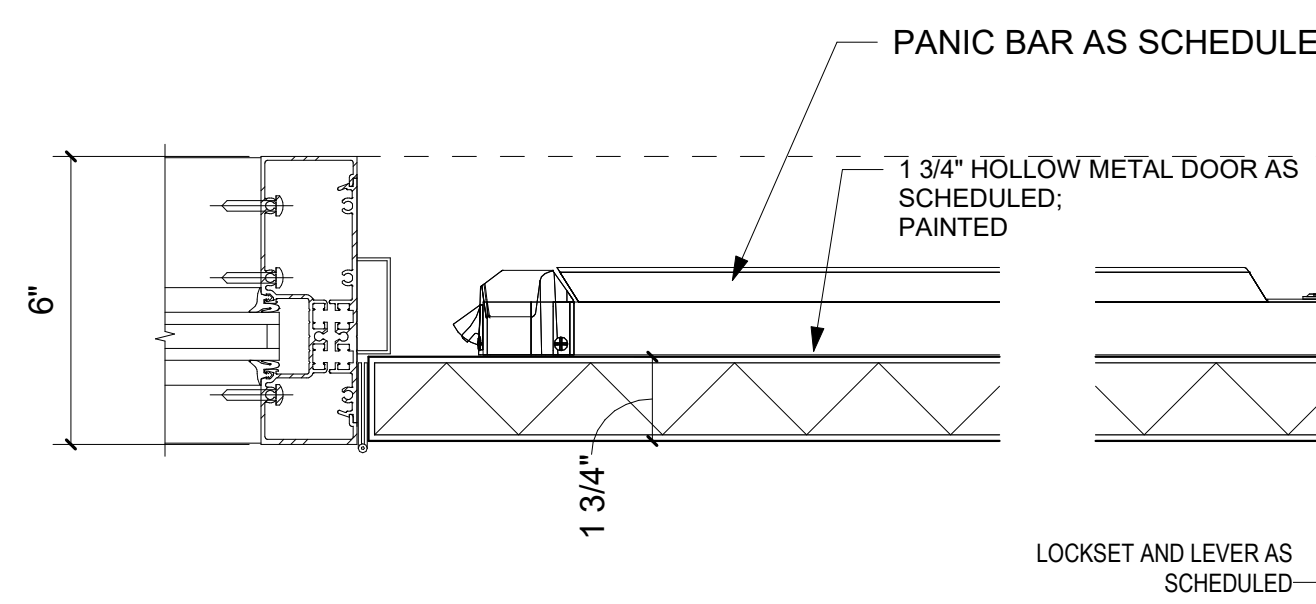
NO.	ISSUE/REVISION	YYYY-MM-DD
1	ISA SUBMITTAL	09-30-2020
2	ISA BACKCHECK	09-09-2021
3	ISA BACKCHECK	09-07-2021
4	ADDENDUM NO. 2	04-15-2022



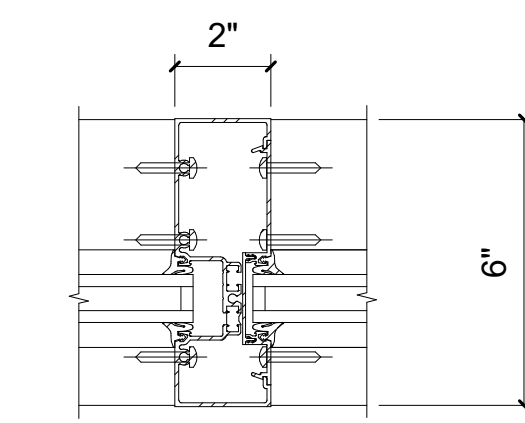
12 EXPANSION MULLION
3" = 1'-0"



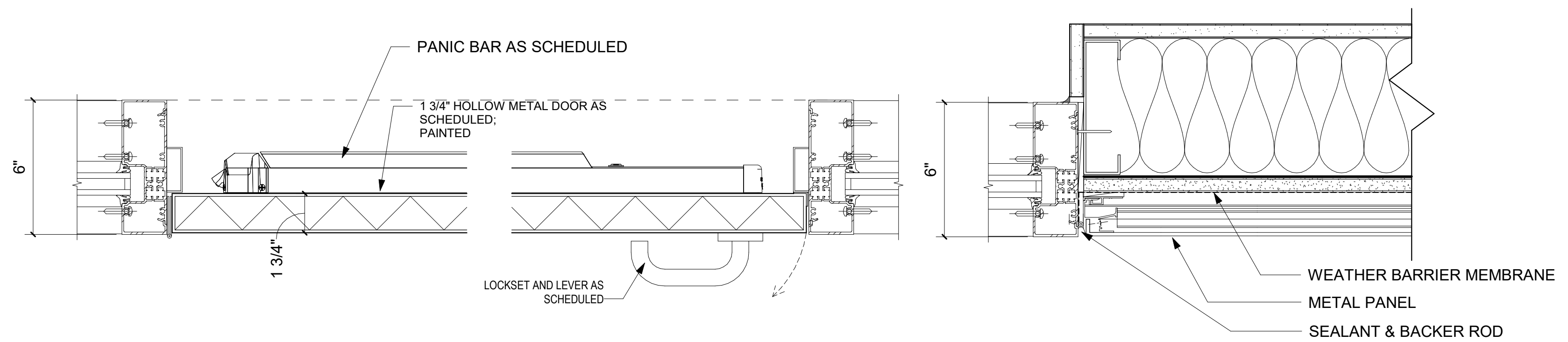
11 WINDOW & HOLLOW METAL DOOR HEAD DETAIL
3" = 1'-0"



10 WINDOW & HOLLOW METAL DOOR JAMB DETAIL
3" = 1'-0"

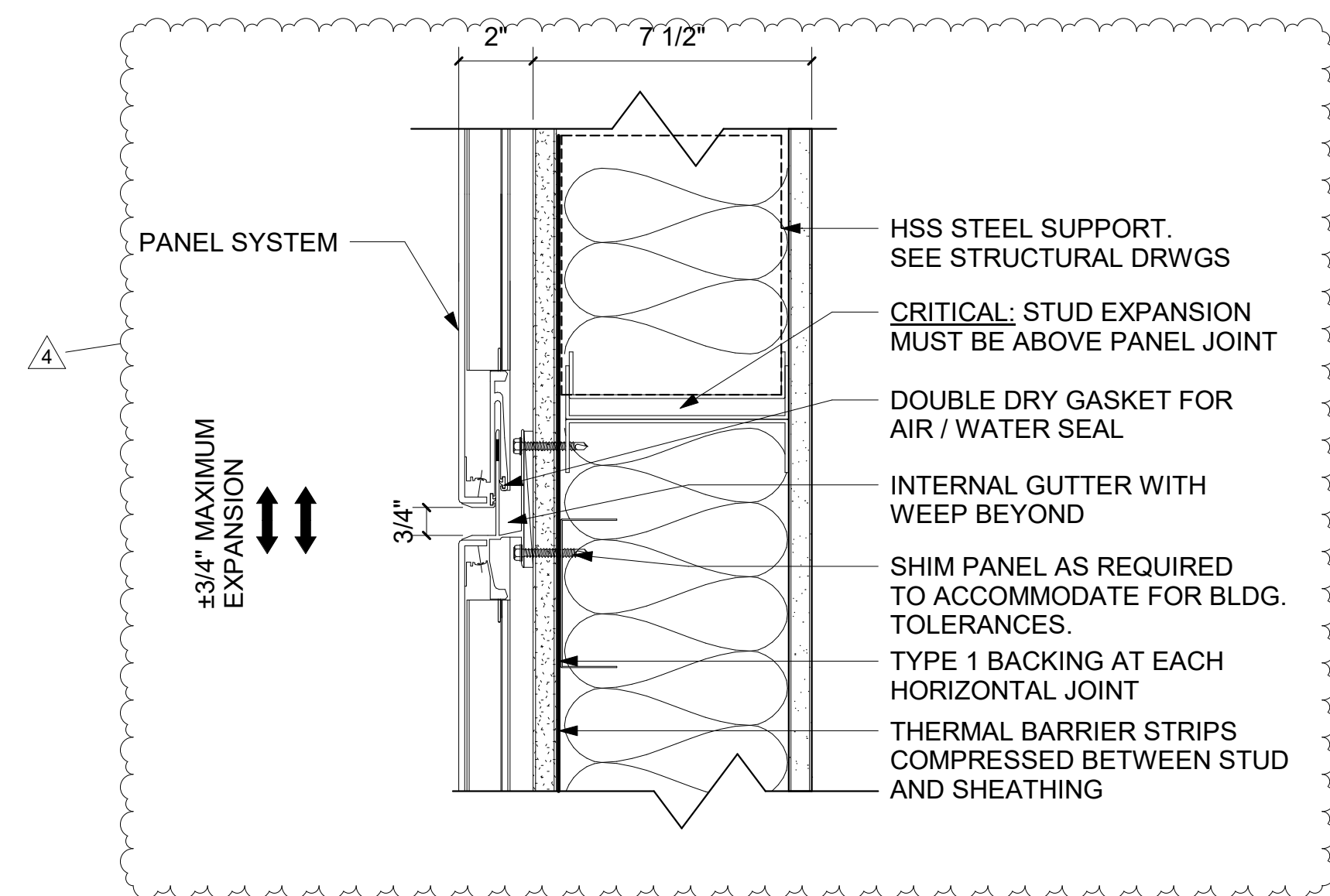


13 TYPICAL VERTICAL MULLION
3" = 1'-0"

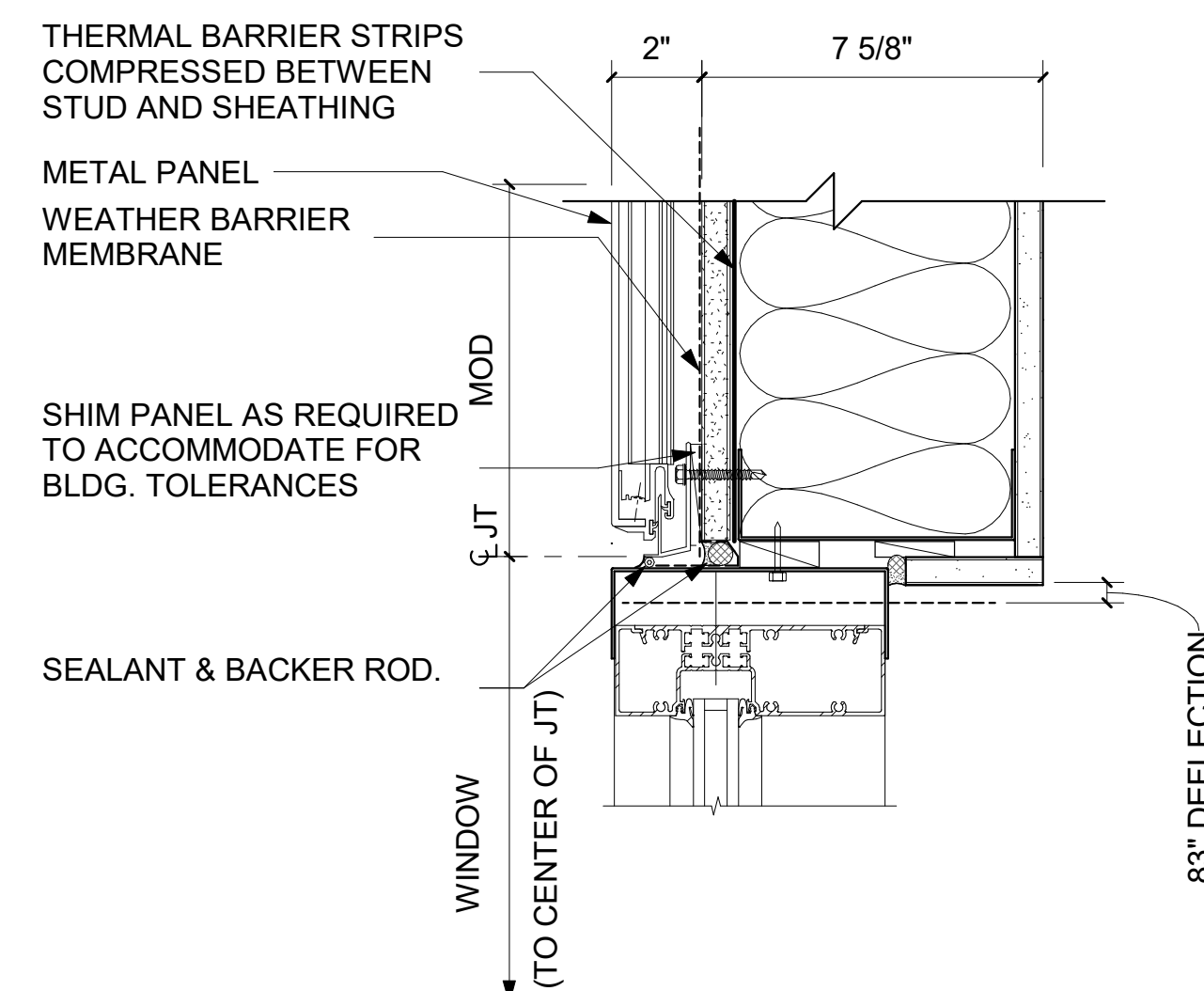


9 TYPICAL WINDOW JAMB DETAIL
3" = 1'-0"

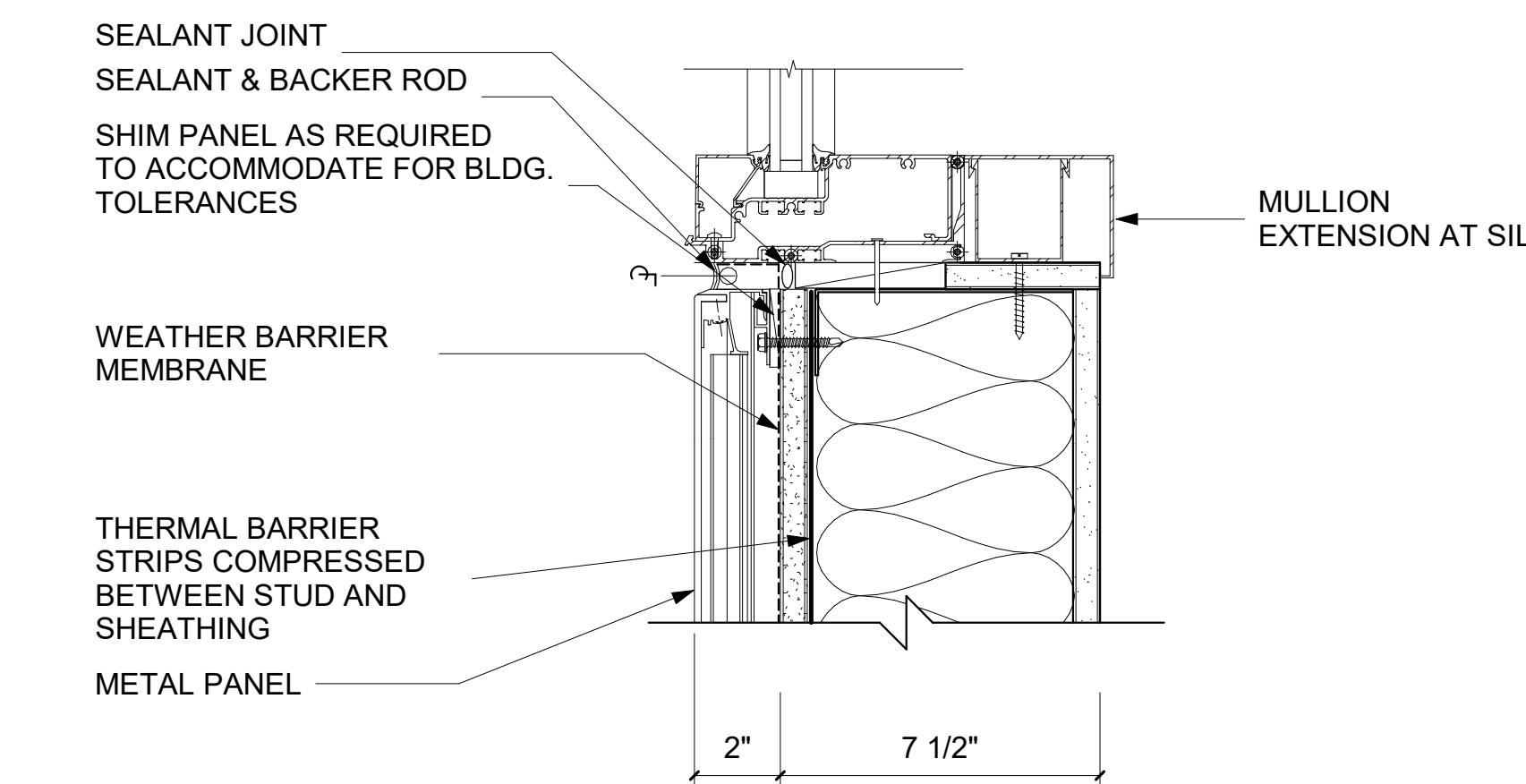
NOTE: WINDOW SYSTEM AND ANCHORAGE TO BE DEFERRED SUBMITTAL, TYP.



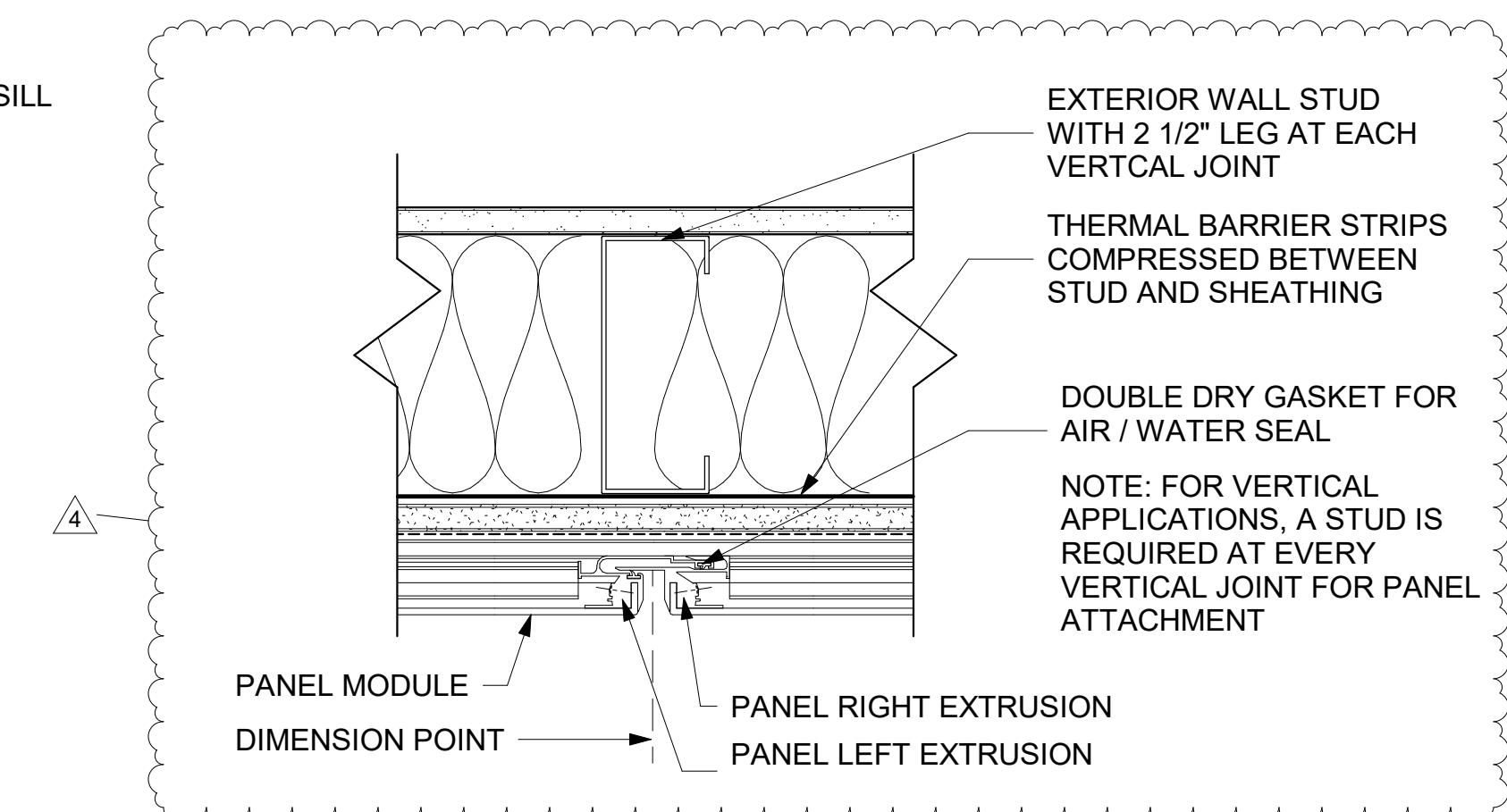
8 DRY EXPANSION JOINT
3" = 1'-0"



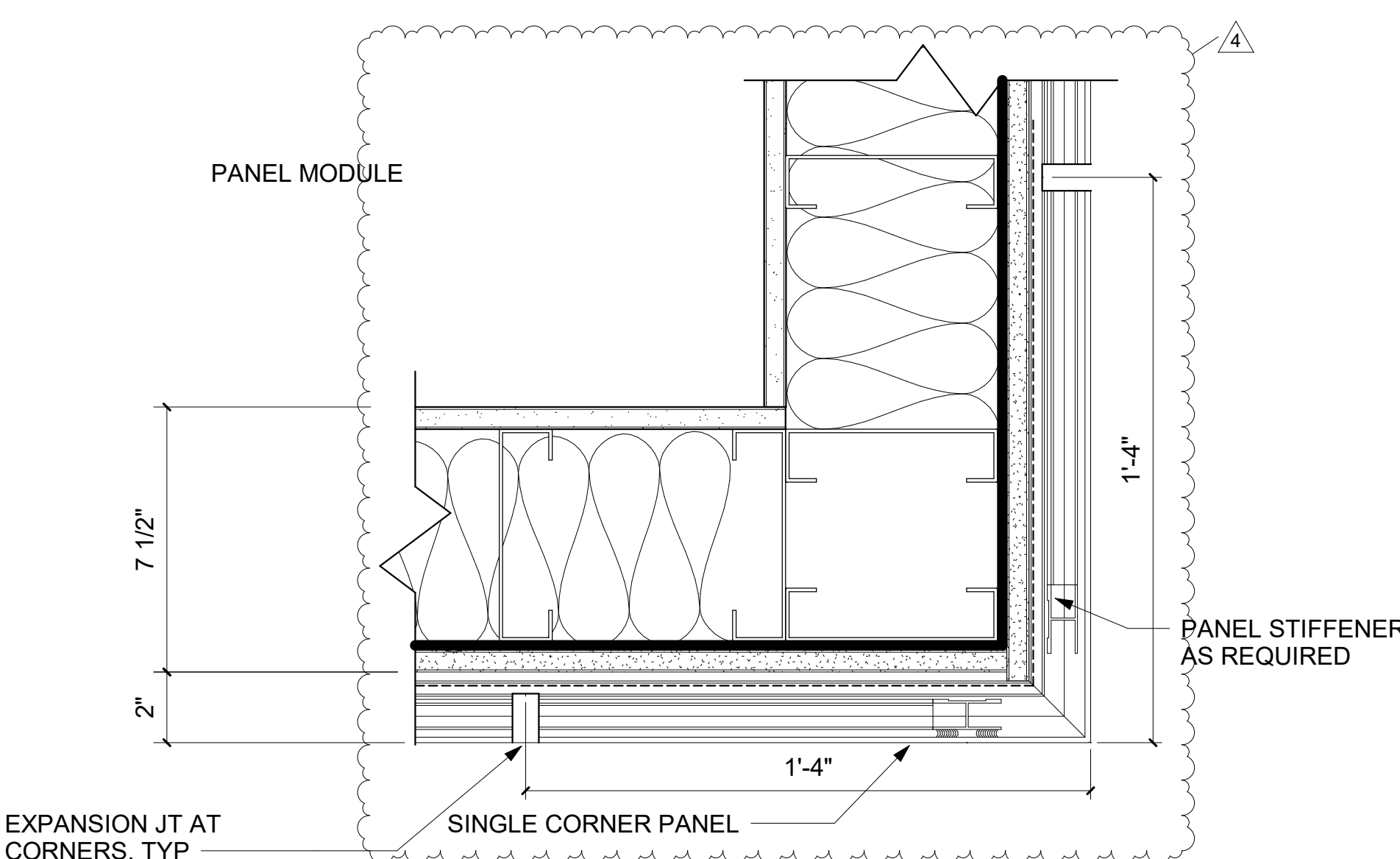
7 TYPICAL WINDOW HEAD DETAIL
3" = 1'-0"



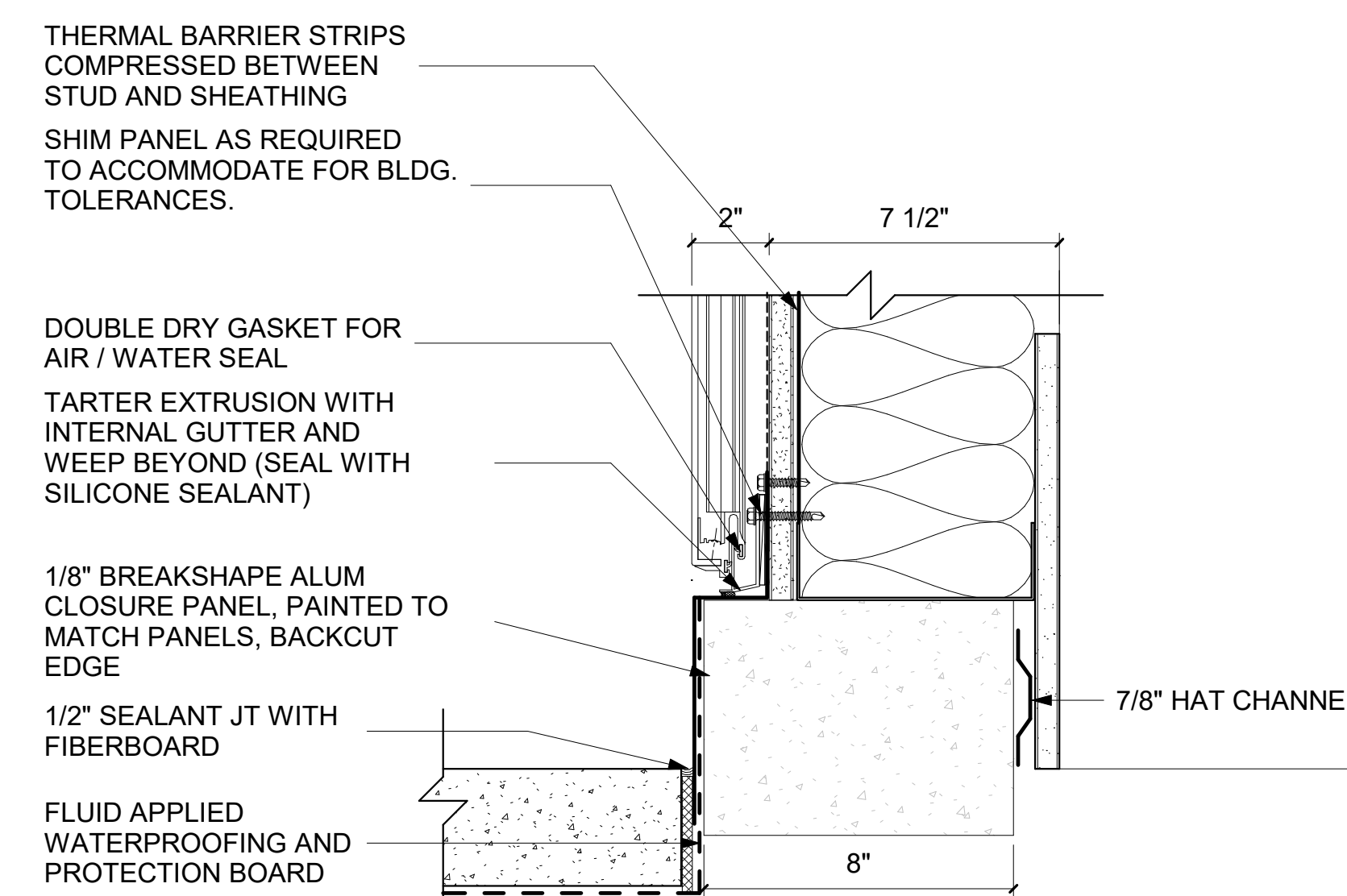
6 TYPICAL WINDOW SILL DETAIL
3" = 1'-0"



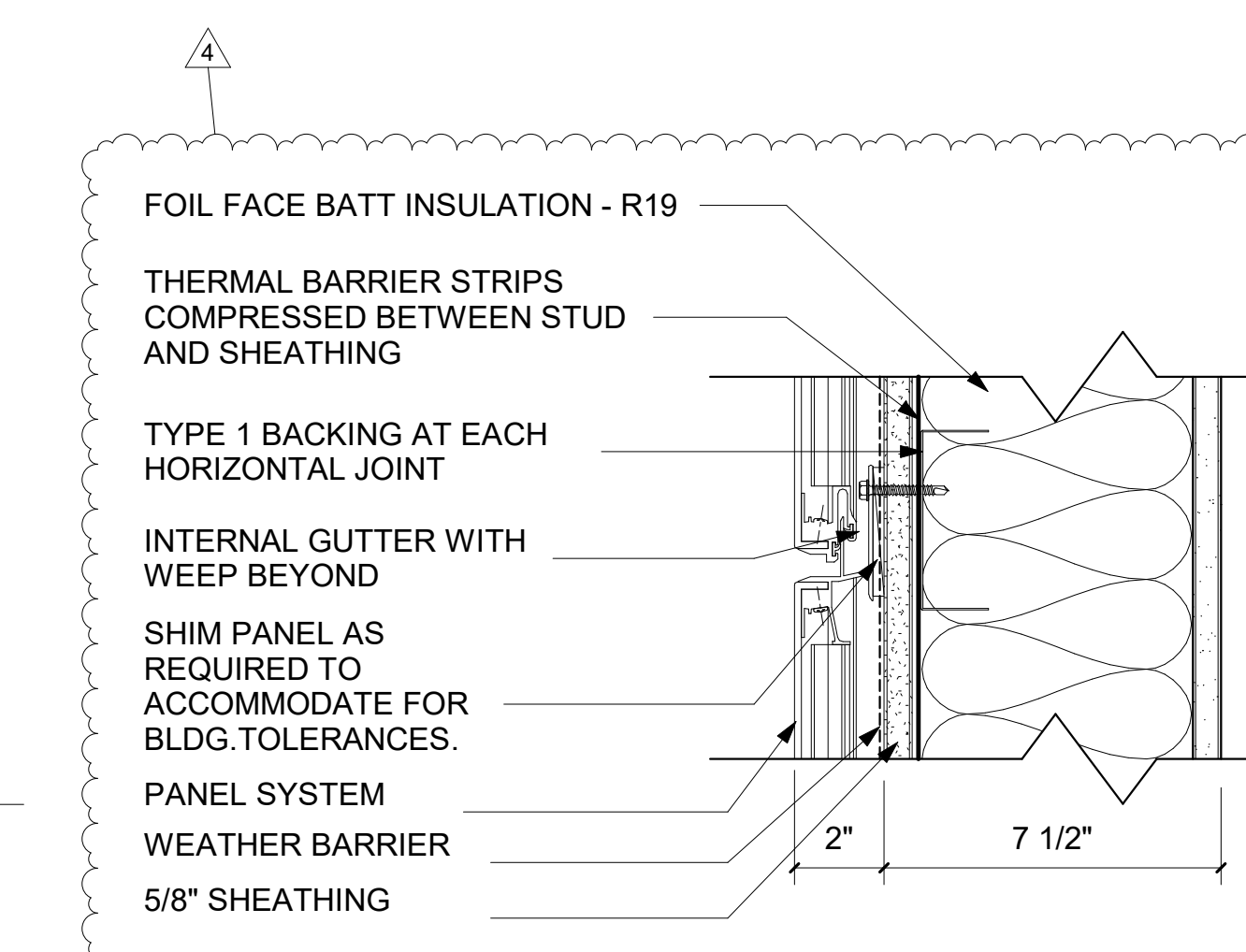
5 TYPICAL VERTICAL JOINT DETAIL
3" = 1'-0"



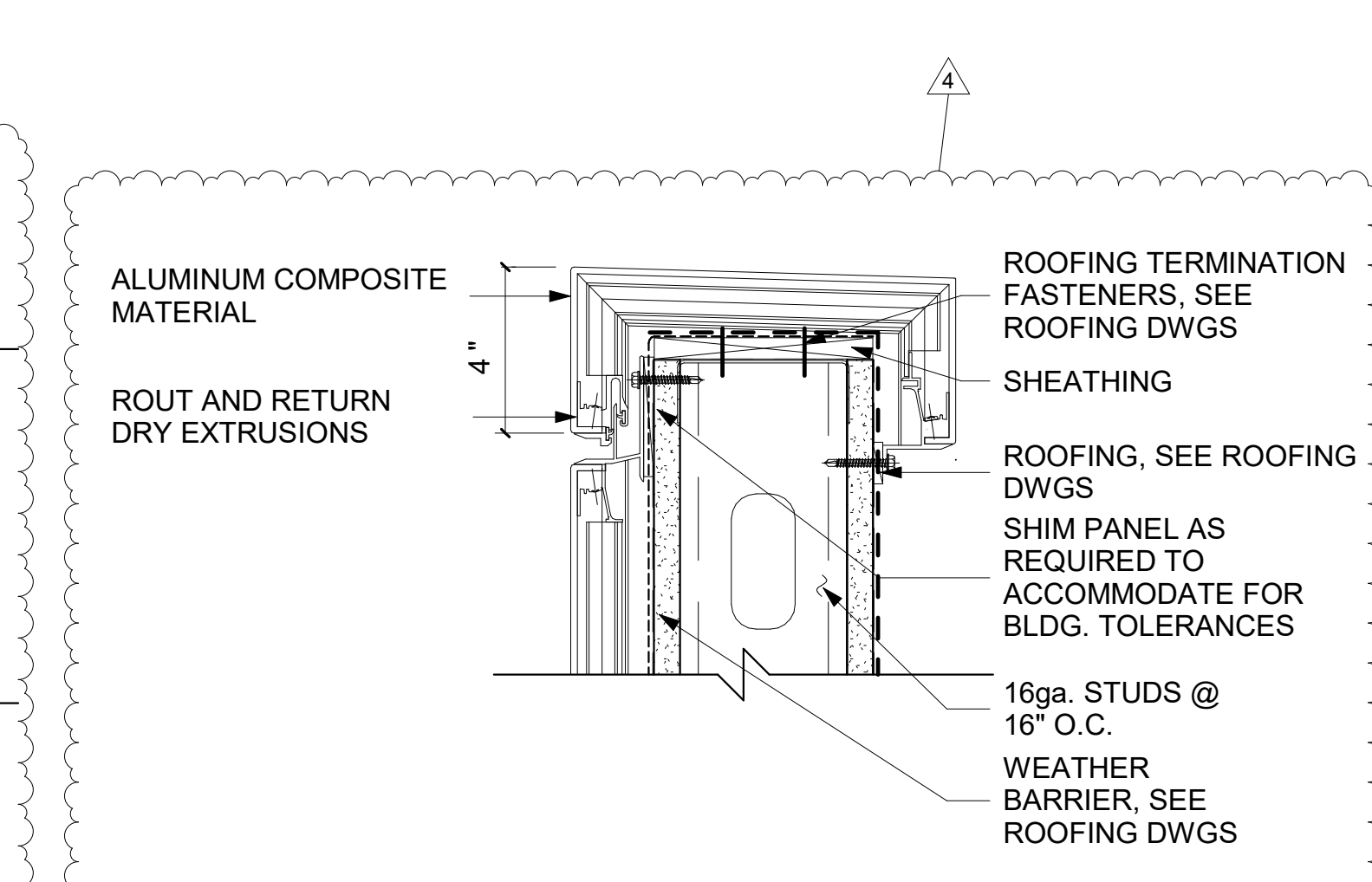
4 FOLDED OUTSIDE DETAIL
3" = 1'-0"



3 TYPICAL SILL AND CURB DETAIL @ METAL PANEL
3" = 1'-0"

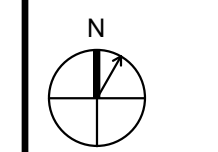


2 TYPICAL HORIZONTAL JOINT DETAIL
3" = 1'-0"

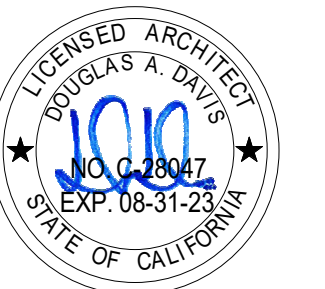


1 TYPICAL PARAPET DETAIL @ METAL PANEL
3" = 1'-0"

KEY PLAN



PROFESSIONAL SEAL



PROJECT
PERALTA COMMUNITY COLLEGE DISTRICT
MERRITT COLLEGE
CHILD DEVELOPMENT CENTER
INCREMENT 2

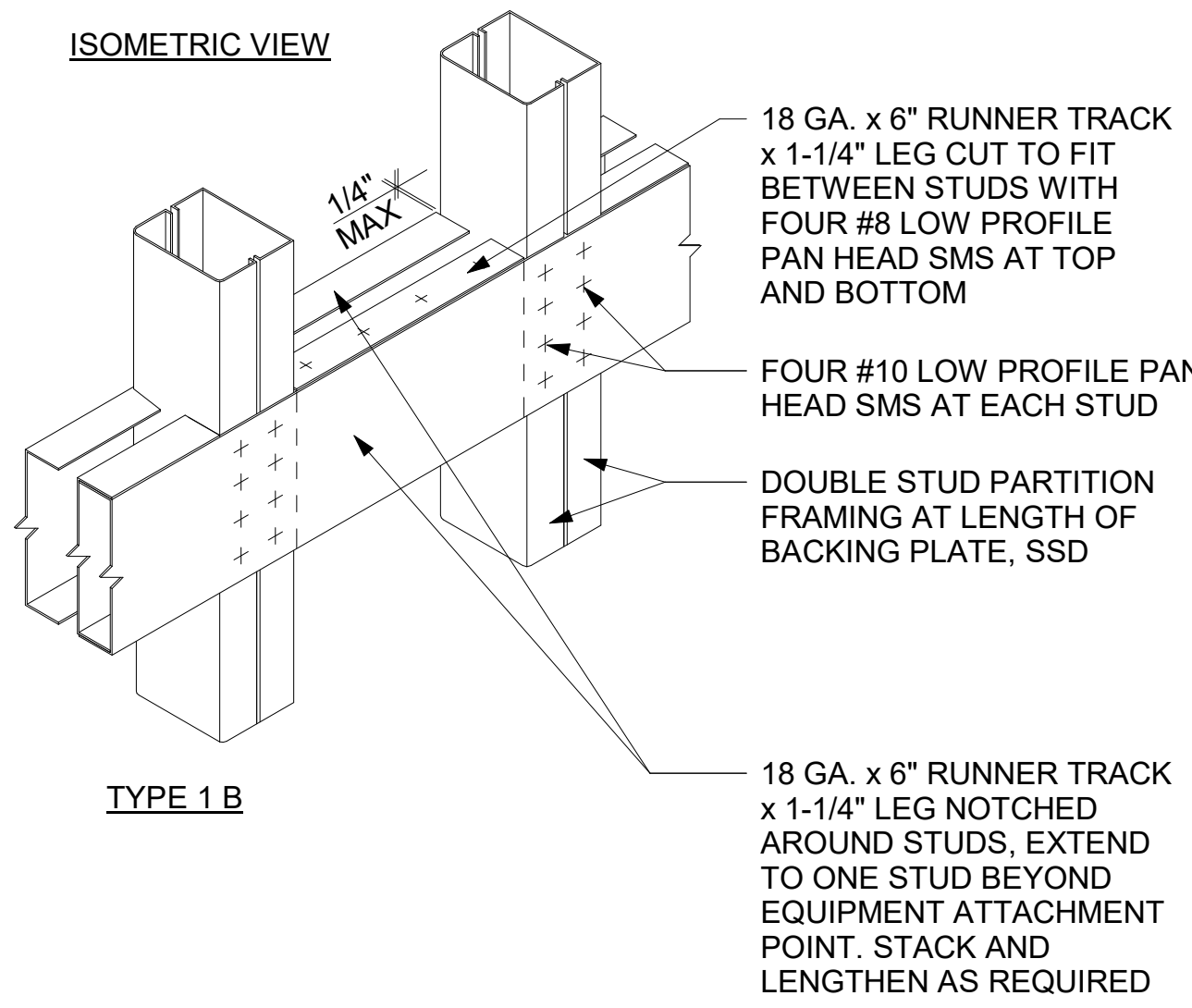
PROJECT ADDRESS
12500 CAMPUS DR
OAKLAND, CA 94619

SHEET TITLE
METAL PANEL DETAILS

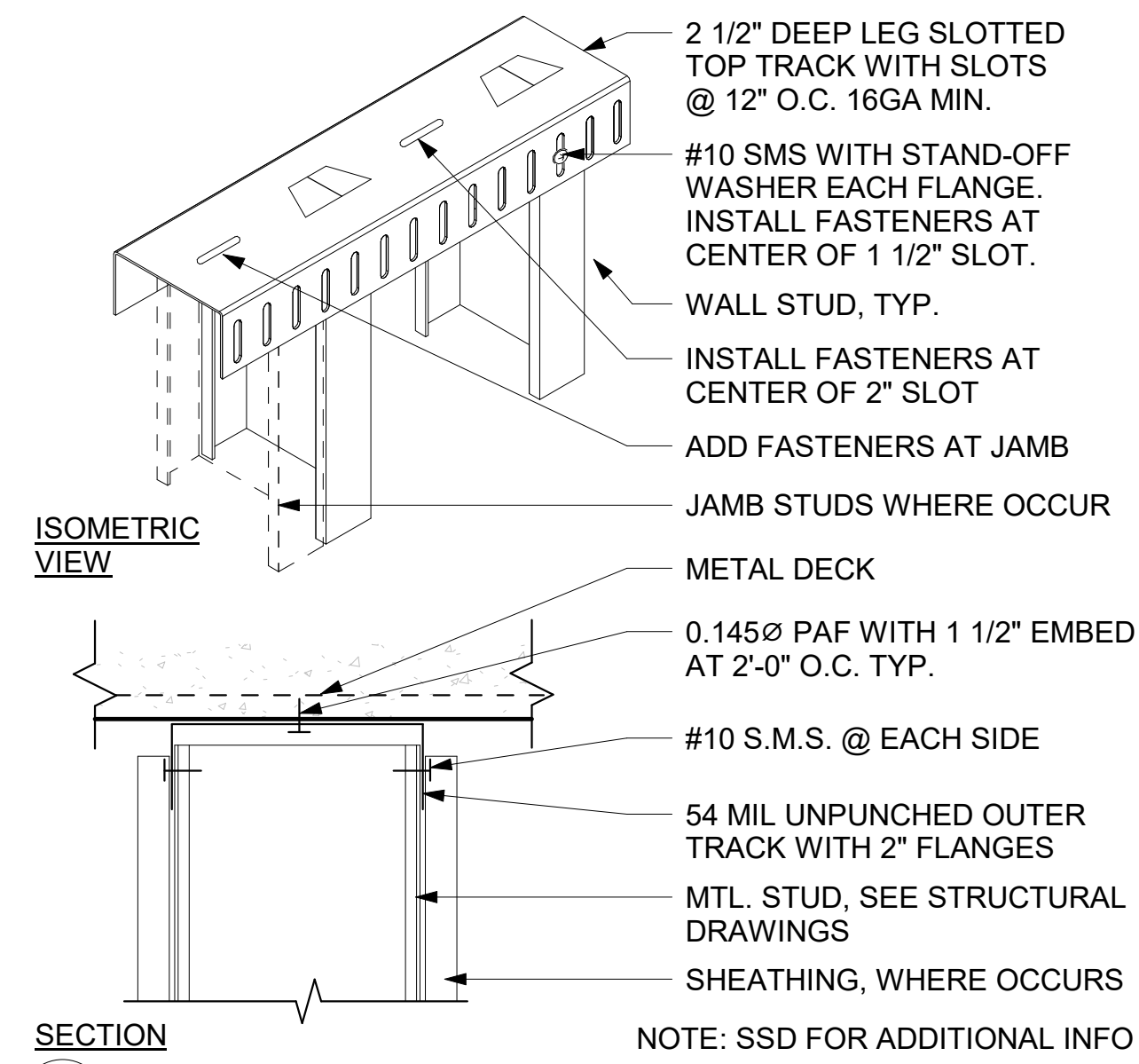
DRAWN BY: Author
REVIEWED BY: Approver
PROJECT NUMBER: 2019025

DATE: 09/07/2021

L/A-812



06 BACKING PLATE TYPE 1-B
3\"/>

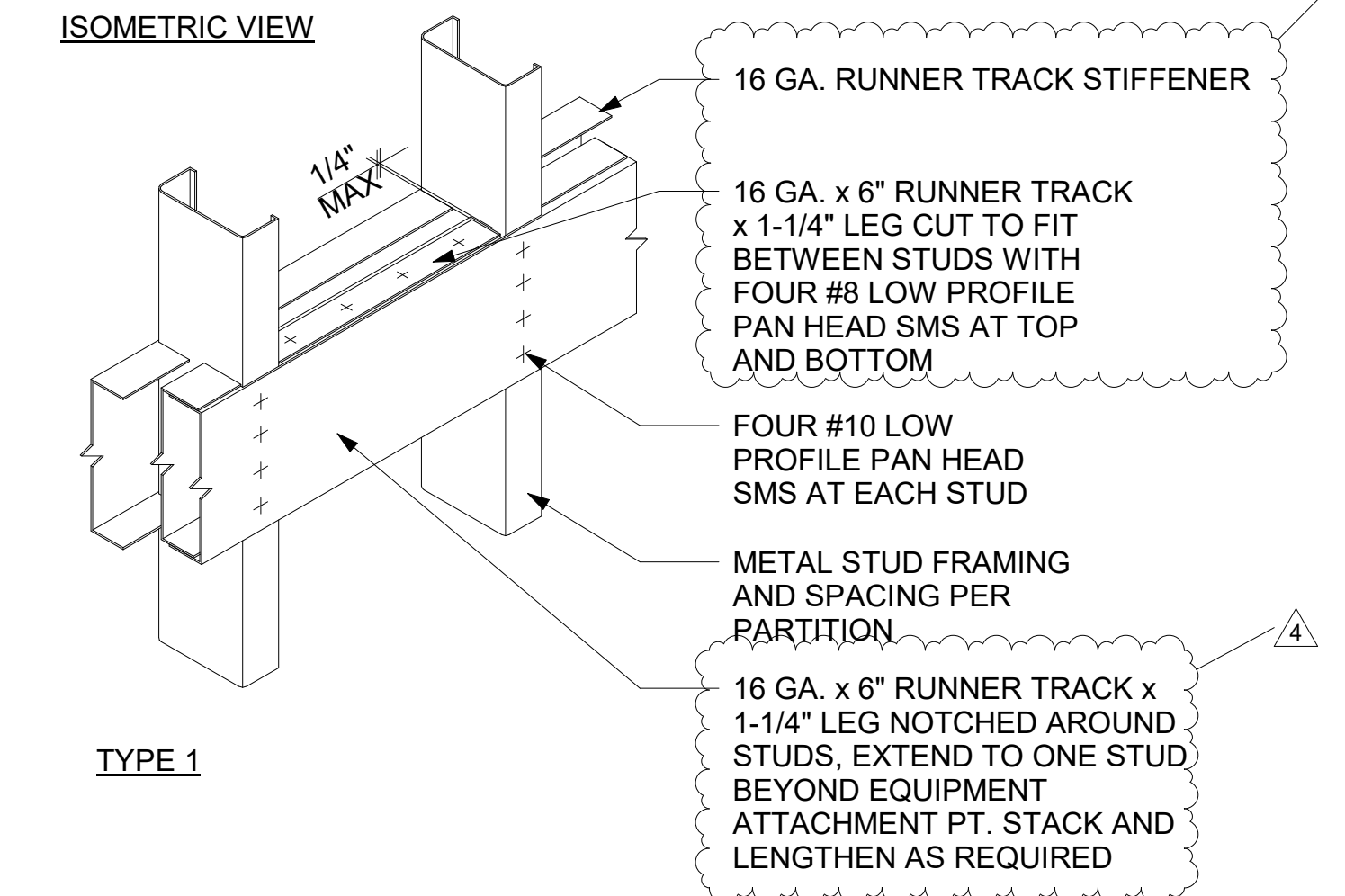
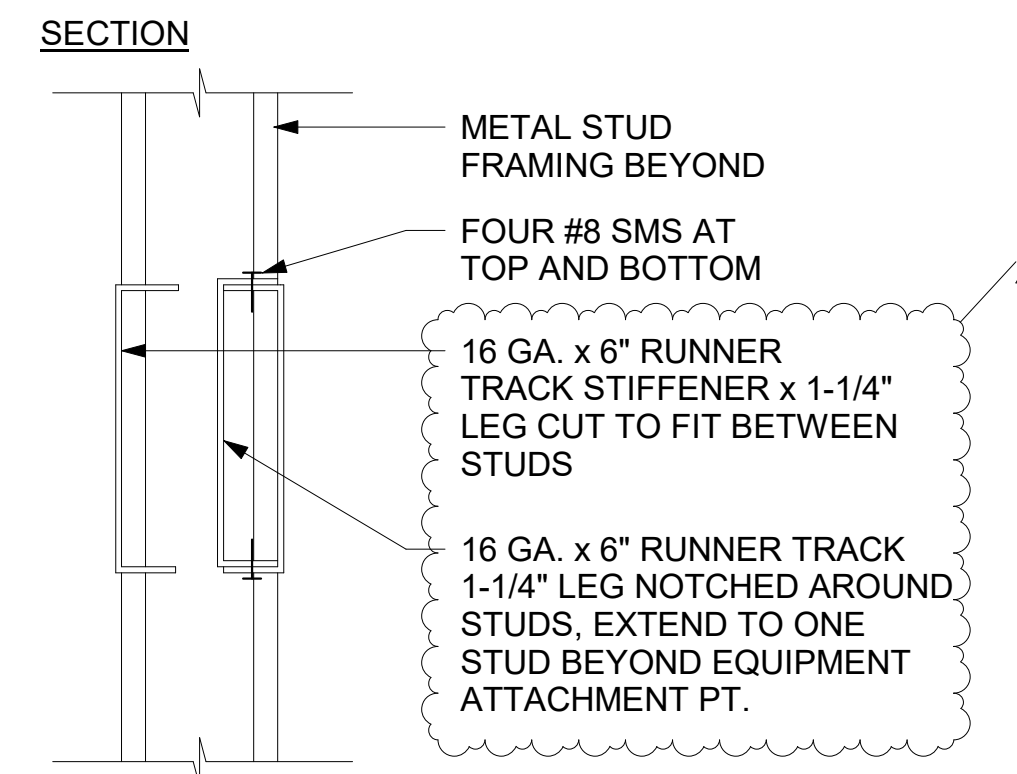


5 TYP. SLIP TRACK WITH DEFLECTION
3\"/>

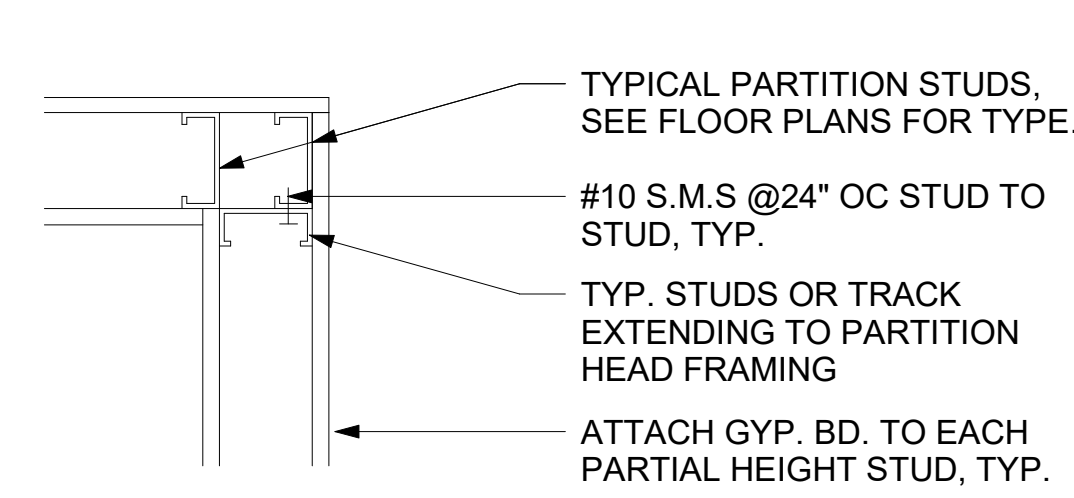
- NOTES:
BACKING - 6\"/>

FOR ANCHORAGE OF THE FOLLOWING:

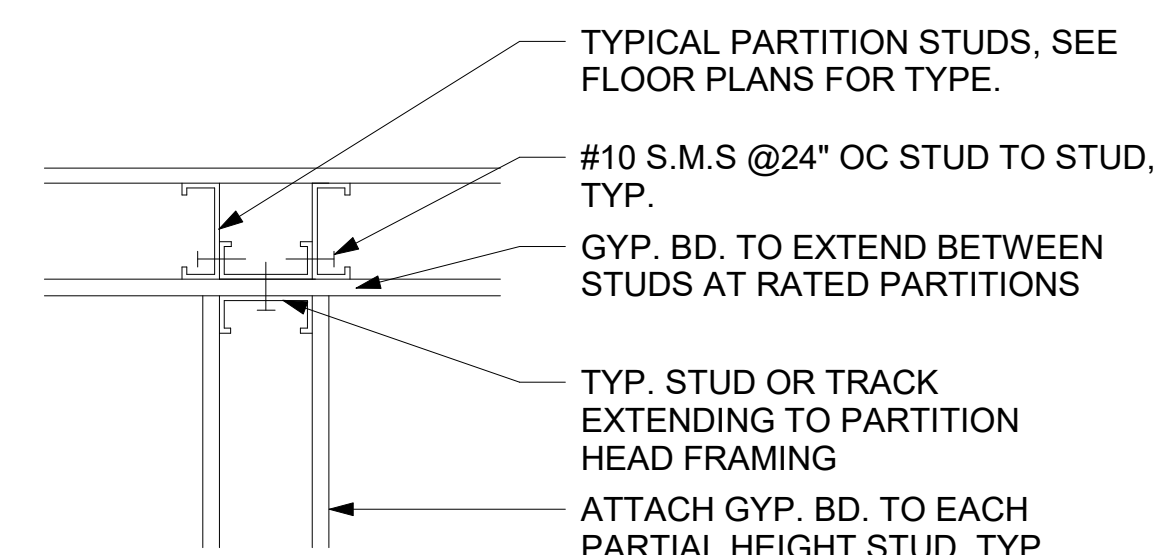
 - HANDRAILS
 - GUARDRAILS
 - GRAB BARS
 - URINALS
 - SINKS
 - TOILET PARTITIONS
 - ELECTRICAL PANELS
 - DOOR STOPS
 - DOOR HOLDERS
 - BUMPER GUARDS
 - BULLETIN BOARDS
 - BASE CABNETS
 - WALL MOUNTED CABNETS
 - WALL-HUNG SYSTEM FURNITURE AND CABNETS
 - SIGNAGE (EXTERIOR)



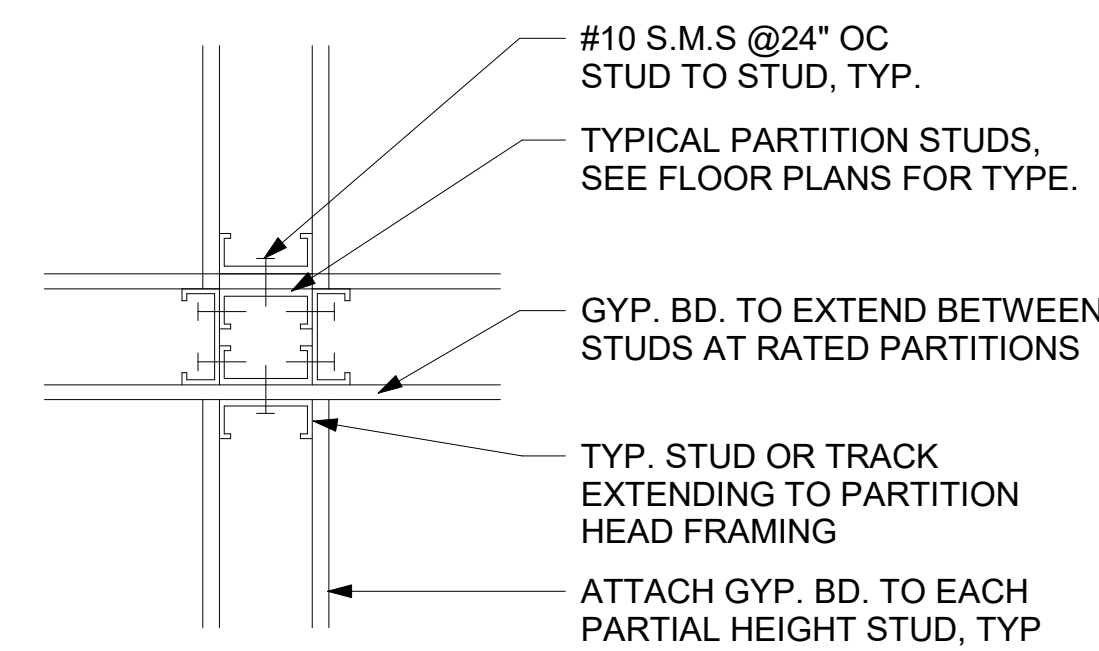
TYPE 1



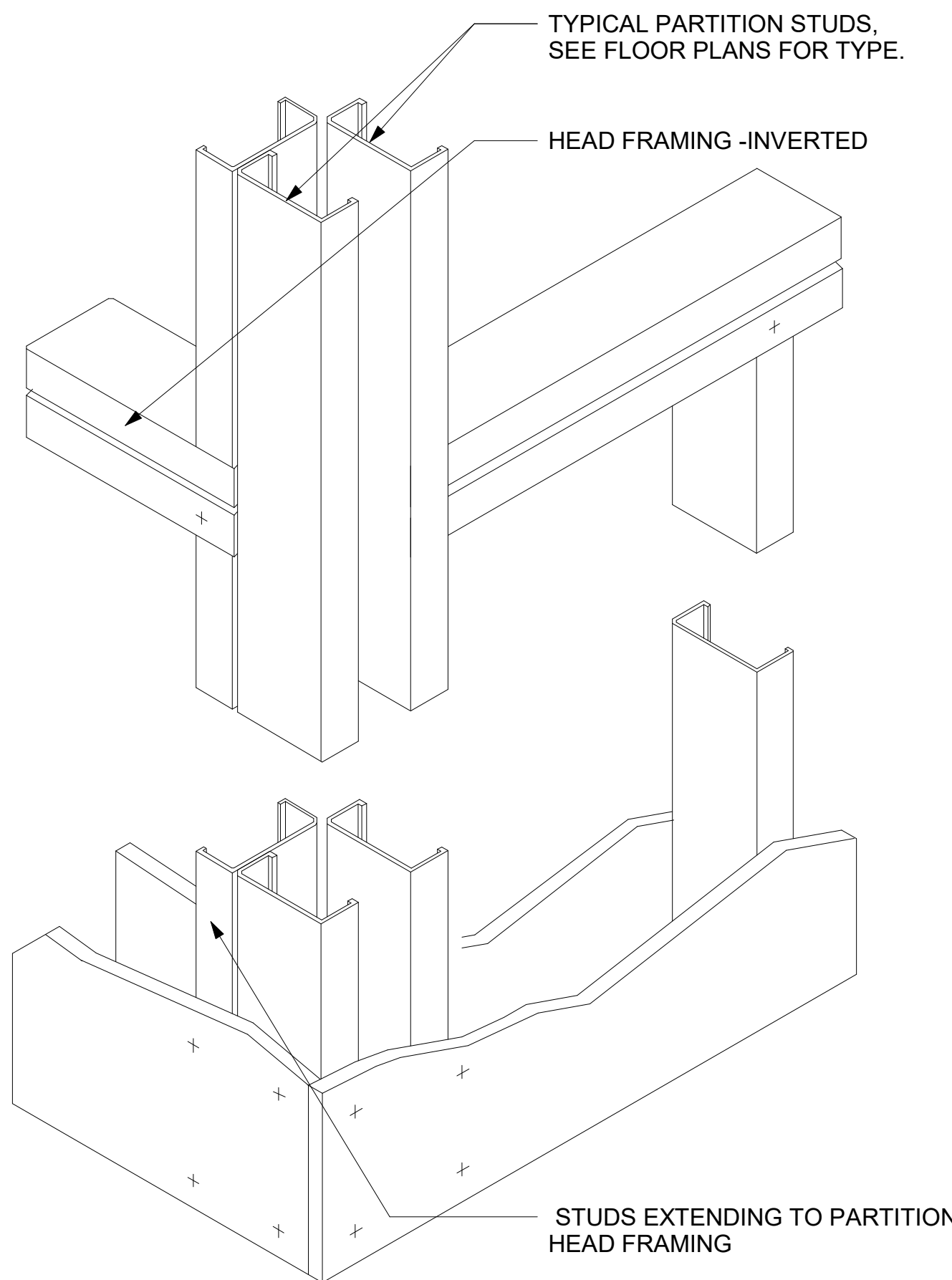
A TYPICAL CORNER (PLAN)



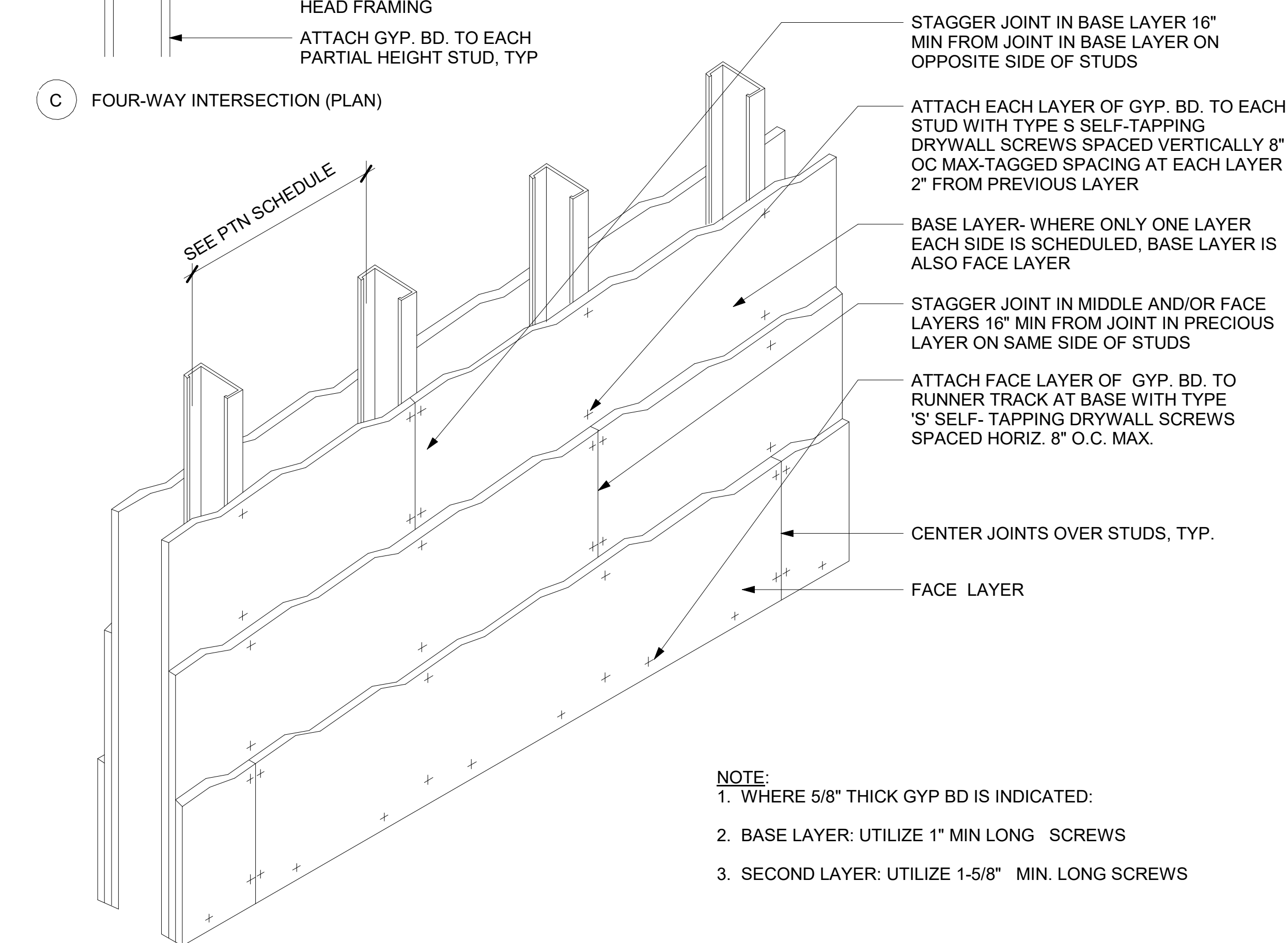
B THREE-WAY INTERSECTION (PLAN)



C FOUR-WAY INTERSECTION (PLAN)



D TYPICAL CORNER (ISOMETRIC VIEW)



4 METAL STUD CONFIGURATION
3\"/>

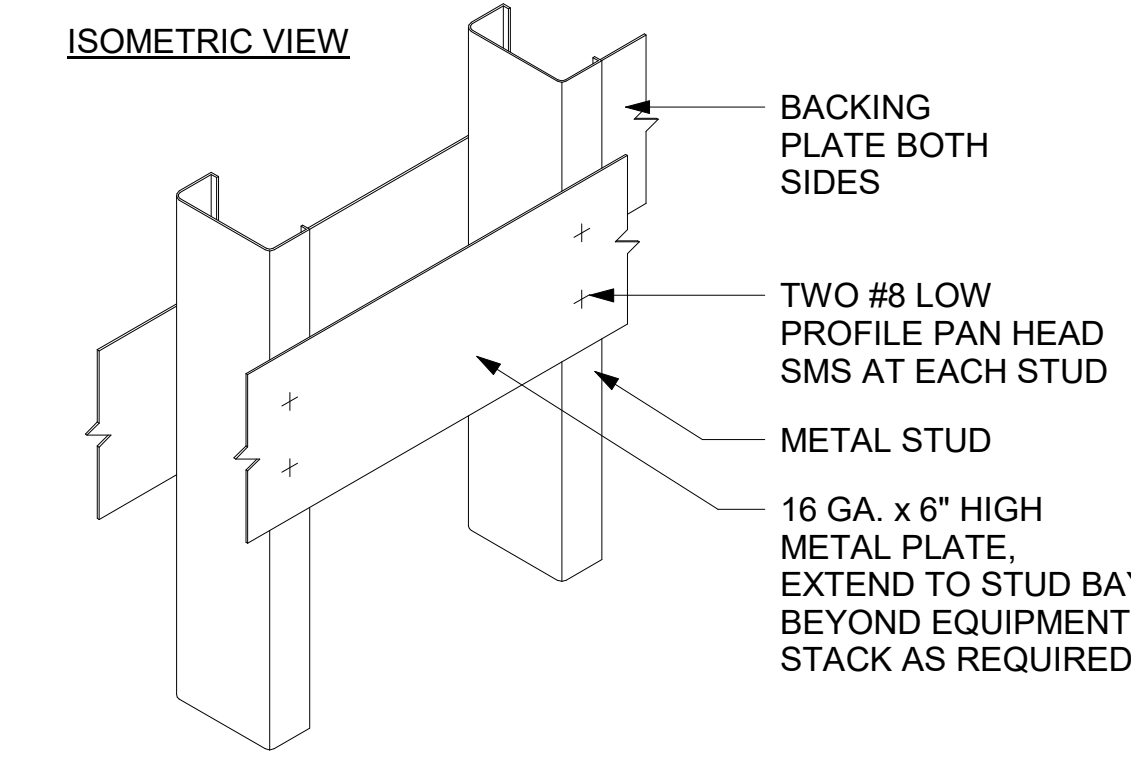
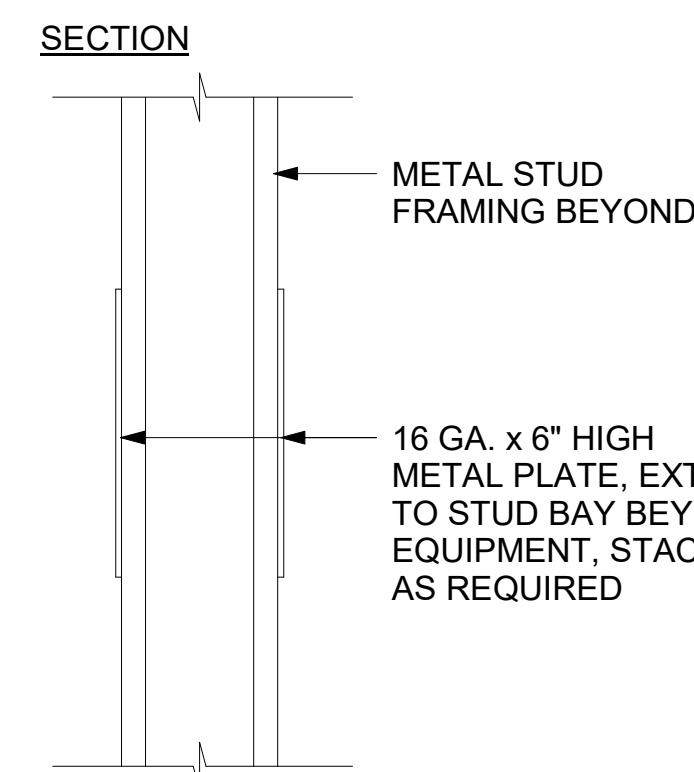
- NOTE:
1. WHERE 5/8\"/>
 - 2. BASE LAYER: UTILIZE 1\"/>
 - 3. SECOND LAYER: UTILIZE 1-5/8\"/>

- NOTES:
BACKING - 6\"/>

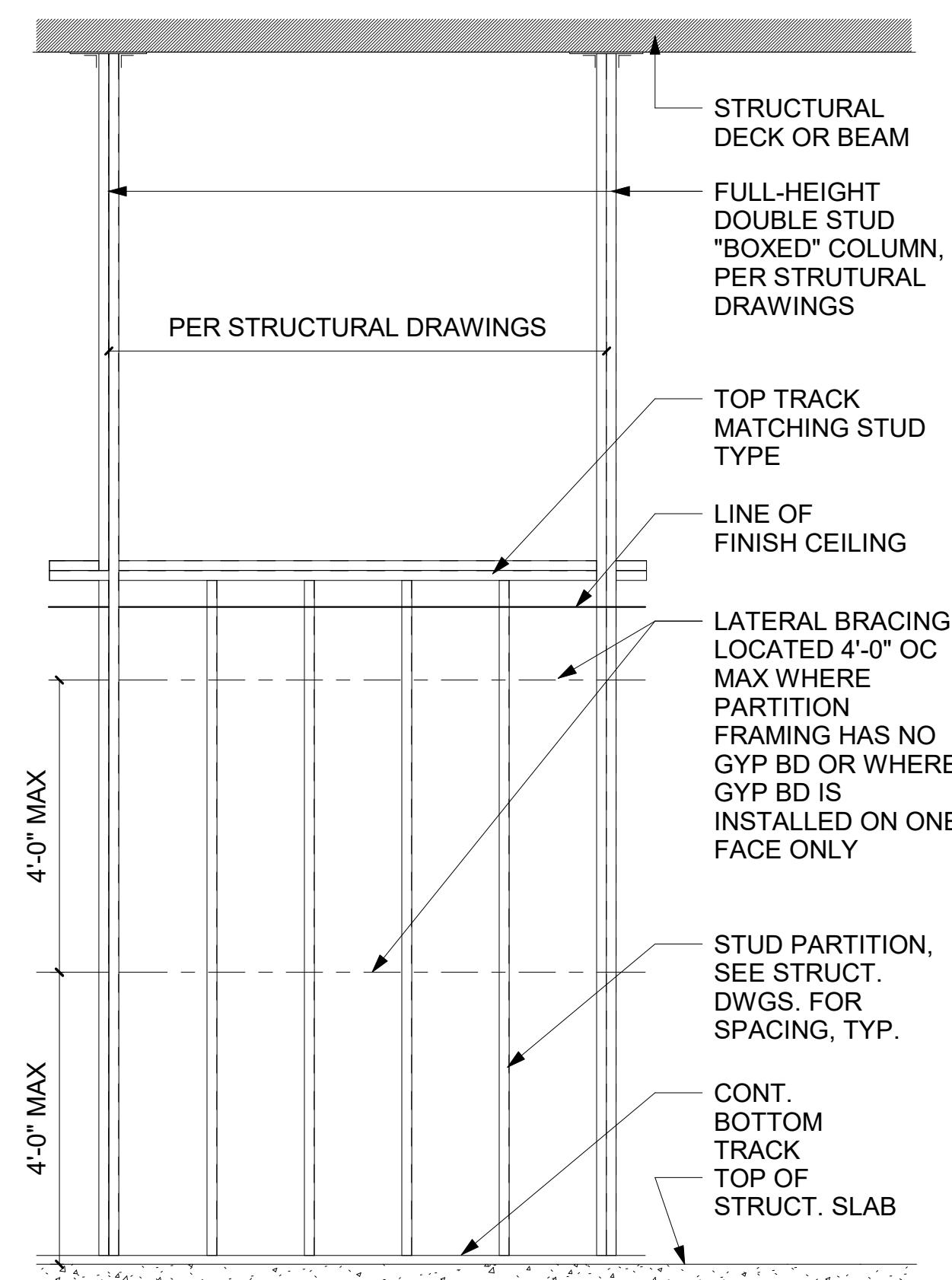
FOR ANCHORAGE OF THE FOLLOWING:

 - TOILET AND BATH ACCESSORIES
 - LITERATURE RACKS
 - MAGAZINE RACKS
 - MIRRORS
 - CHART RACKS
 - DIRECTORIES
 - BULLETIN BOARDS, UP TO 24\"/>
 - WHITE CHALK BOARDS
 - SIGNAGE (INTERIOR)

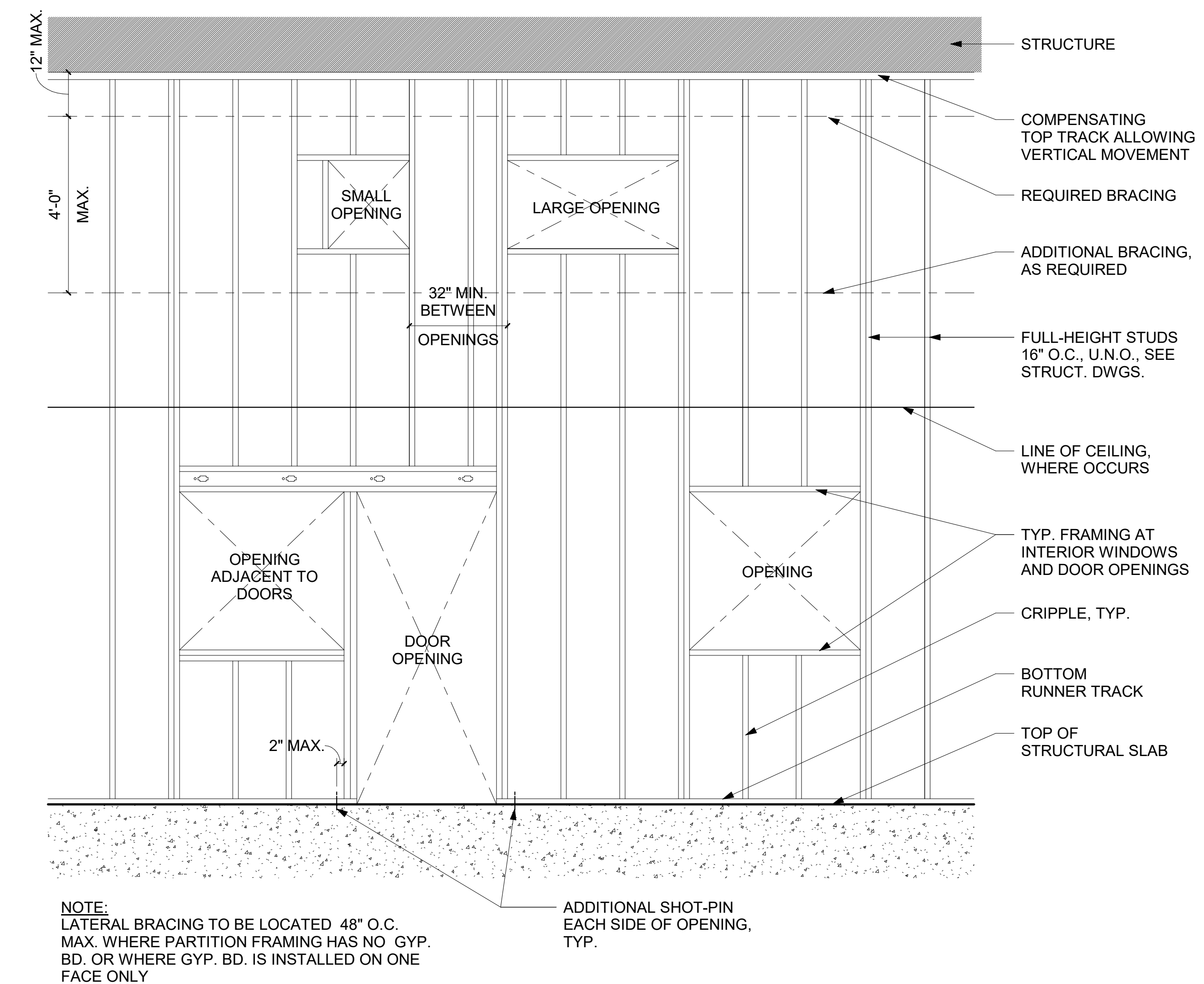
02 BACKING PLATE DETAILS
3\"/>



TYPE 2



03 STANDARD PARTIAL HEIGHT STUD PARTITIONS
1/2\"/>

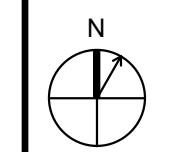


- NOTE:
LATERAL BRACING TO BE LOCATED 48\"/>

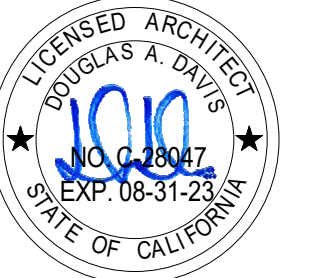
01 STANDARD FULL-HEIGHT STUD PARTITIONS
1/2\"/>

NO.	ISSUE/REVISION	YYYY-MM-DD
1	ISSA SUBMITTAL	09-30-2020
2	ISSA BACKCHECK	09-09-2021
3	ISSA BACKCHECK	09-07-2021
4	ADDENDUM NO. 2	04-15-2022

KEY PLAN



PROFESSIONAL SEAL



PROJECT
PERALTA COMMUNITY COLLEGE DISTRICT
MERRITT COLLEGE
CHILD DEVELOPMENT CENTER
INCREMENT 2

PROJECT ADDRESS
12500 CAMPUS DR
OAKLAND, CA 94619

SHEET TITLE
INTERIOR METAL STUD DETAILS

DRAWN BY
Author

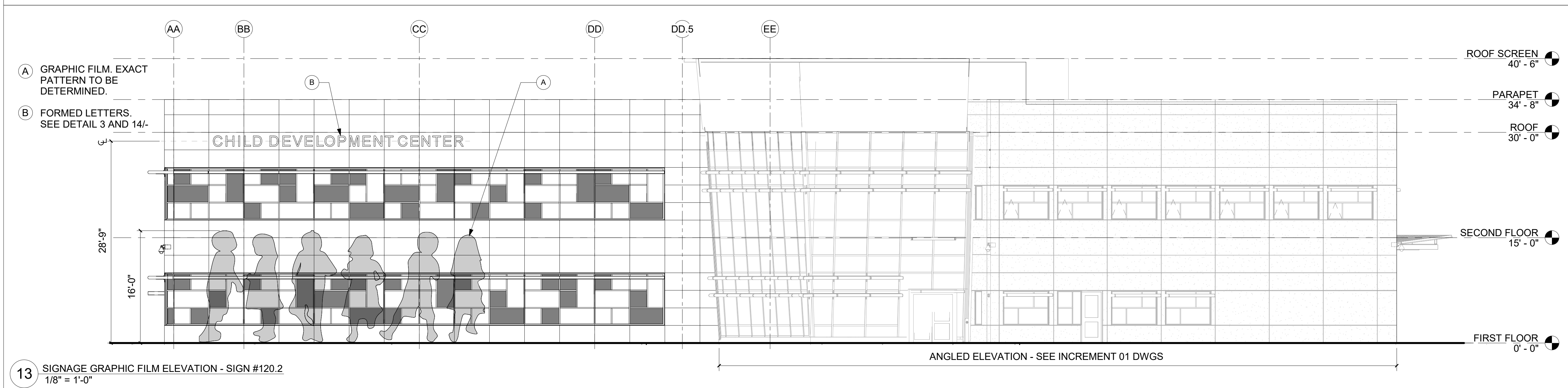
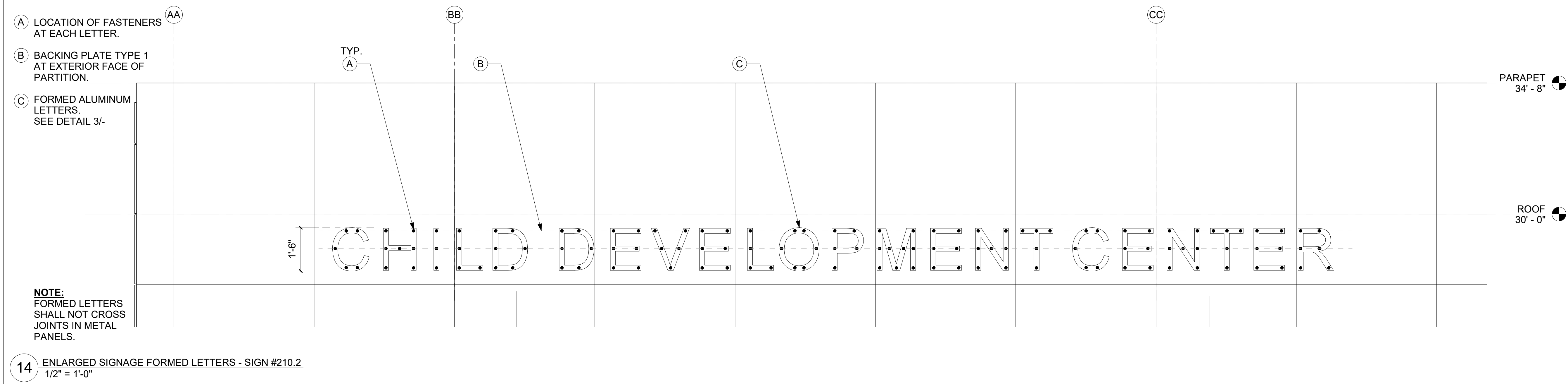
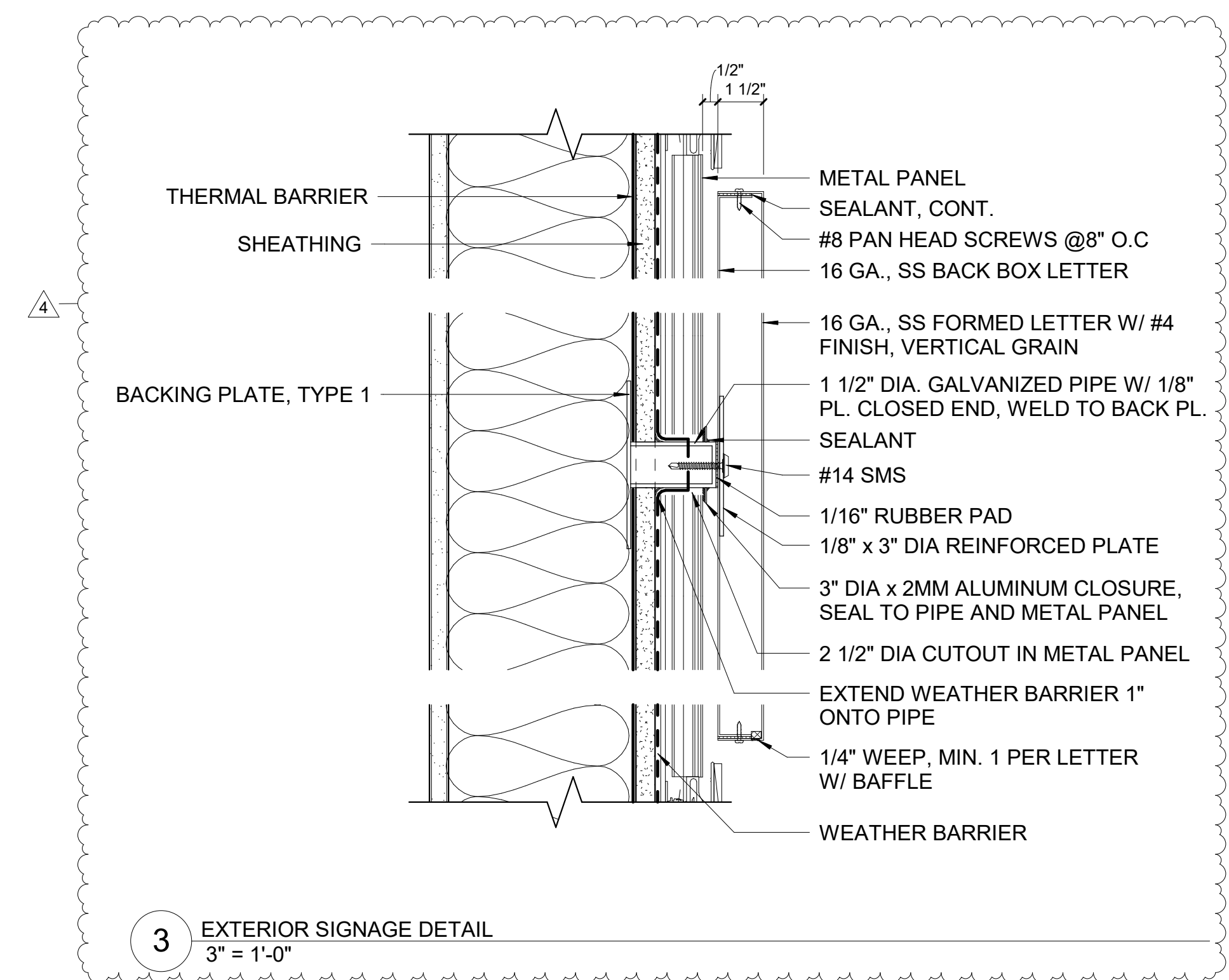
REVIEWED BY
Approver

SHEET NUMBER
L/A-901

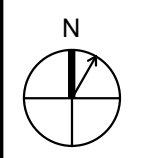
PROJECT NUMBER
2019025

DATE
09/07/2021

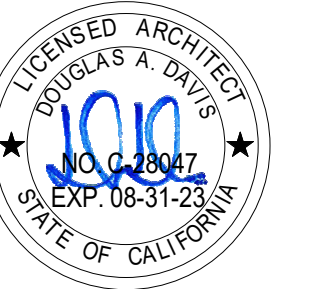
NO.	ISSUE/REVISION	YYYY-MM-DD
1	ISSUE	06-08-2021
2	ISSUE BACKCHECK	09-07-2021
3	ADDENDUM NO. 2	04-15-2022



KEY PLAN



PROFESSIONAL SEAL



PROJECT
PERALTA COMMUNITY COLLEGE DISTRICT
MERRITT COLLEGE
CHILD DEVELOPMENT CENTER
INCREMENT 2

PROJECT ADDRESS
12500 CAMPUS DR
OAKLAND, CA 94619

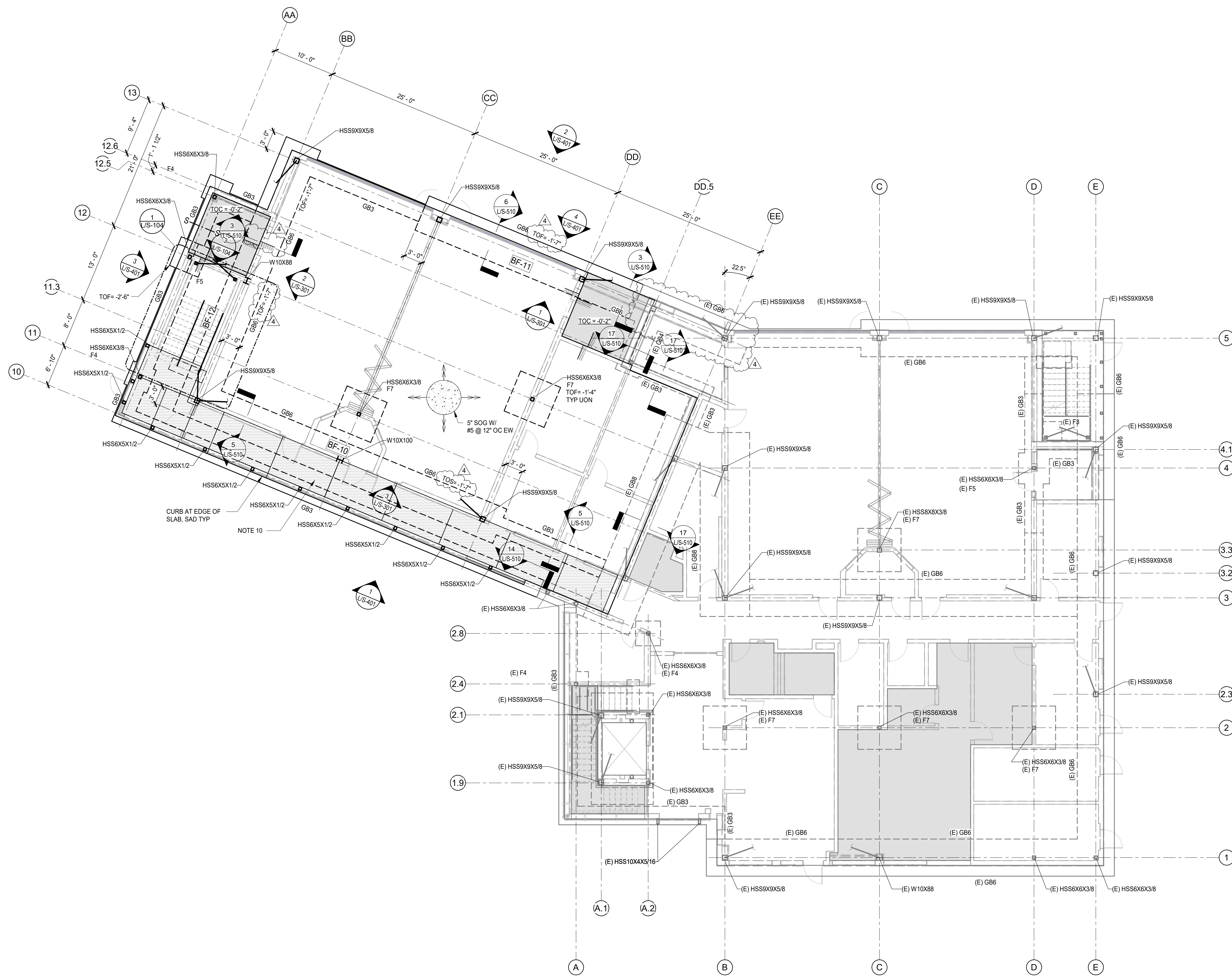
SHEET TITLE
SIGNAGE DETAILS

DRAWN BY: Author
REVIEWED BY: Approver
SHEET NUMBER: L/A-923

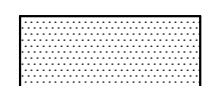
PROJECT NUMBER: 2019025

DATE: 09/07/2021

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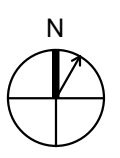
FOUNDATION NOTES:

- SEE GENERAL NOTES AND SYMBOLS ON SHEET US-001 & US-002
- SEE TYPICAL CONCRETE DETAILS ON SHEETS US-500
- FOUNDATION PLAN IS TAKEN ABOVE SLAB ON GRADE. NOMINAL TOP OF SLAB ELEVATION = 0'-0". RELATIVE SLAB ELEVATIONS WITH RESPECT TO SLAB REFERENCE ELEVATION ARE SHOWN THUS: (-0'-2"), ETC.
- ELEVATIONS OF TOP OF FOOTINGS WITH RESPECT TO SLAB REFERENCE ELEVATIONS ARE SHOWN THUS: -4'-0" TOP = -1'-4" TYP. UON.
- SLAB CONSTRUCTION AND CONTROL JOINT LOCATIONS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO PLACING ANY CONCRETE.
- MARKS F1, ETC. DENOTE FOOTING TYPE. SEE FOOTING SCHEDULE AND DETAILS US-510.
- MARKS GB1, ETC. DENOTE GRADE BEAM TYPE. SEE GRADE BEAM SCHEDULE US-510. GRADE BEAMS ARE GB3, TYP. U.O.N.
- MARKS BF-1, ETC. DENOTE BRACED FRAME TYPE. SEE ELEVATIONS ON SHEET US-301.
- FOR DRAINAGE DETAILS, SUMPS, PITS, DAMP PROOFING, TRENCHES, CURBS, EXTERIOR WALKS, UTILITIES, EQUIPMENT DETAILS, STEPS, ETC. SEE DRAWINGS OTHER THAN STRUCTURAL.
-  DENOTES CONC SOG TO BE POURED AFTER INSTALLATION OF STRUCTURAL STEEL. LOCATE CONTROL JOINTS AS SHOWN ON PLAN, TO BE REVIEWED AND APPROVED BY ARCH. SEE US-500

1 FOUNDATION PLAN - LAB PRACTICUM
1/8" = 1'-0"

NO.	ISSUE/REVISION	YYYY-MM-DD
1	ISA SUBMITTAL	09-30-2020
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KEY PLAN



PROFESSIONAL SEAL

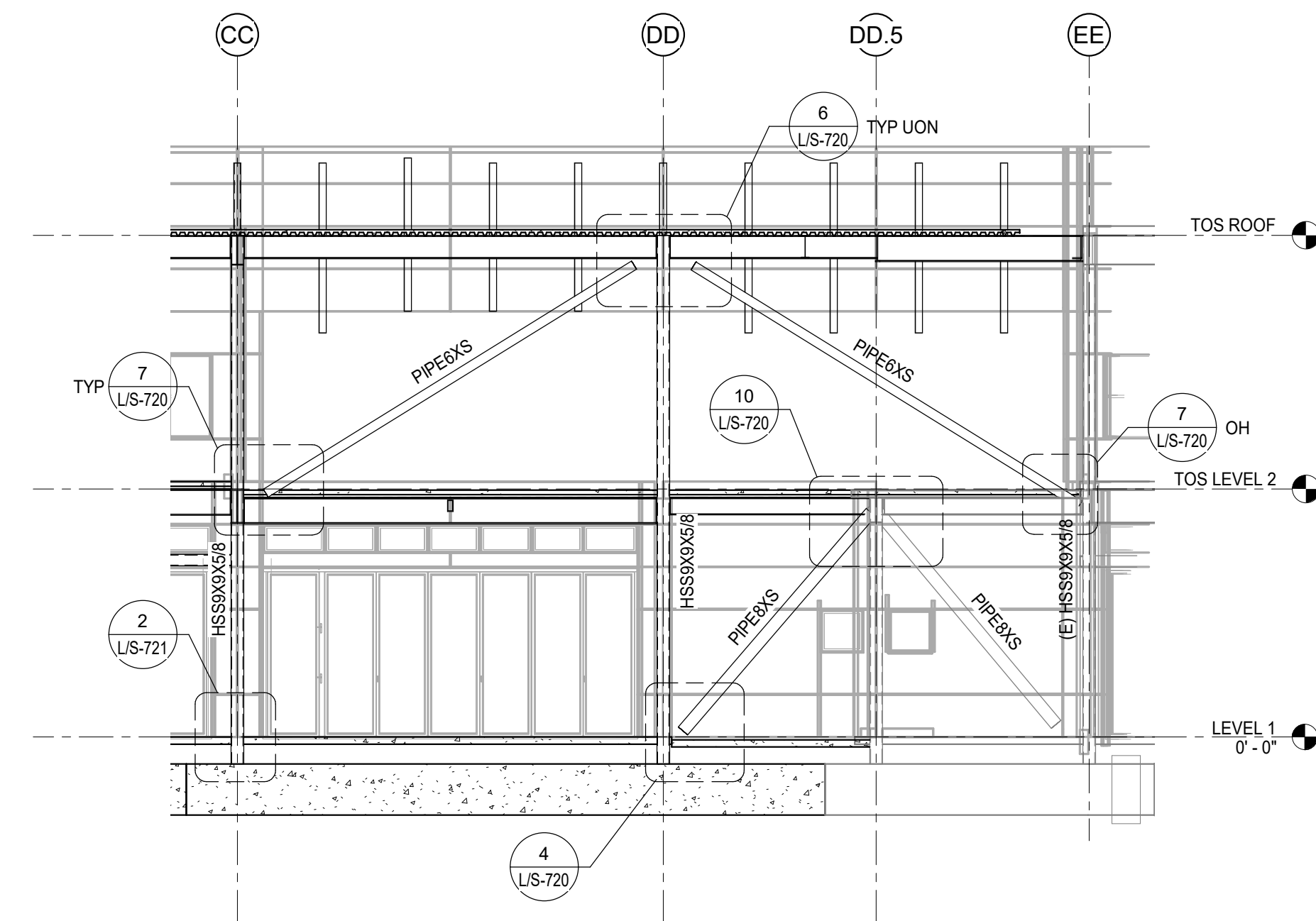


PROJECT
PERALTA COMMUNITY COLLEGE DISTRICT
MERRITT COLLEGE
CHILD DEVELOPMENT CENTER
INCREMENT 2
PROJECT ADDRESS
12500 CAMPUS DR
OAKLAND, CA 94619

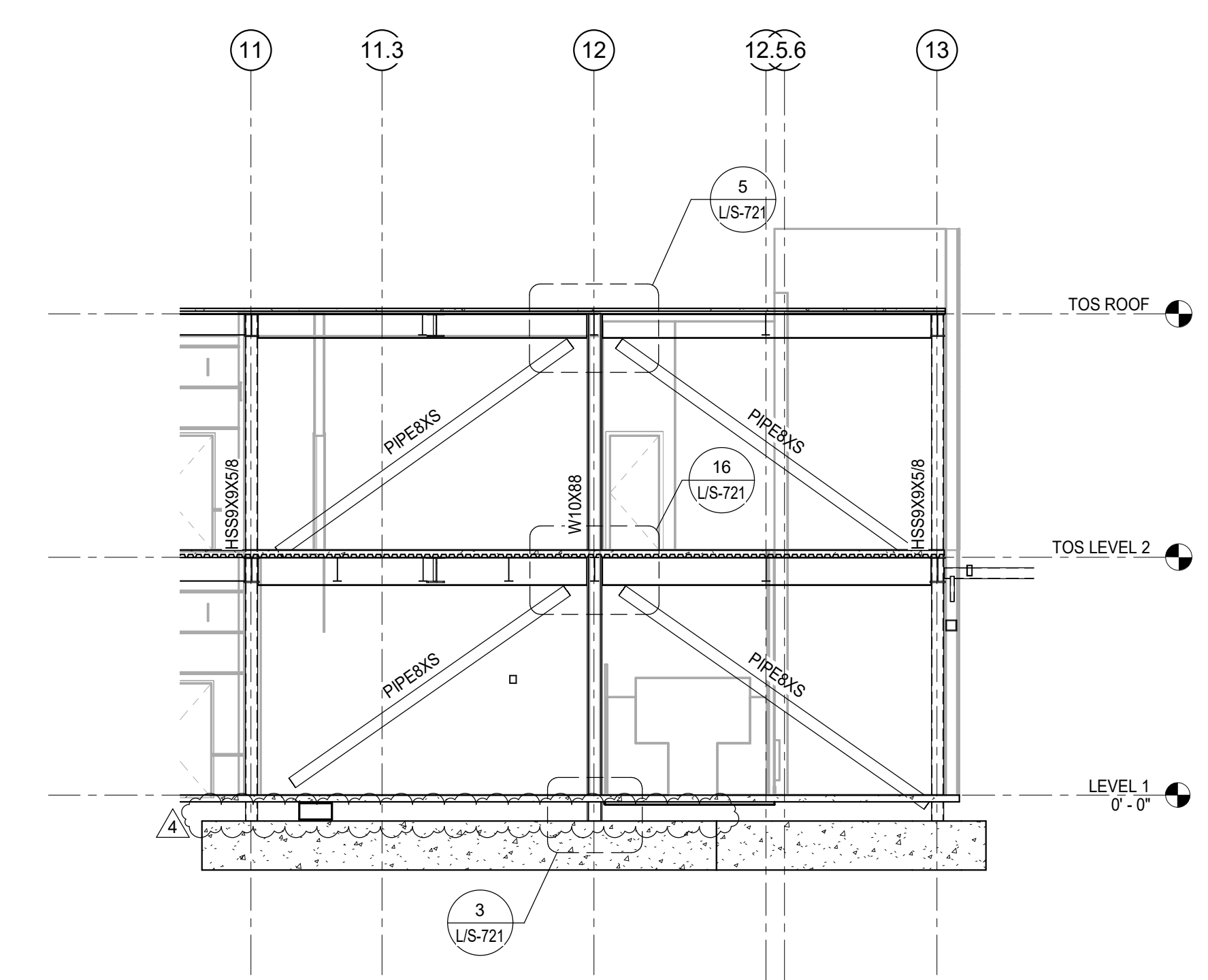
SHEET TITLE
FOUNDATION PLAN

DRAWN BY PIL	REVIEWED BY LZD	SHEET NUMBER L/S-101
PROJECT NUMBER 2019025		
DATE 09/07/2021		

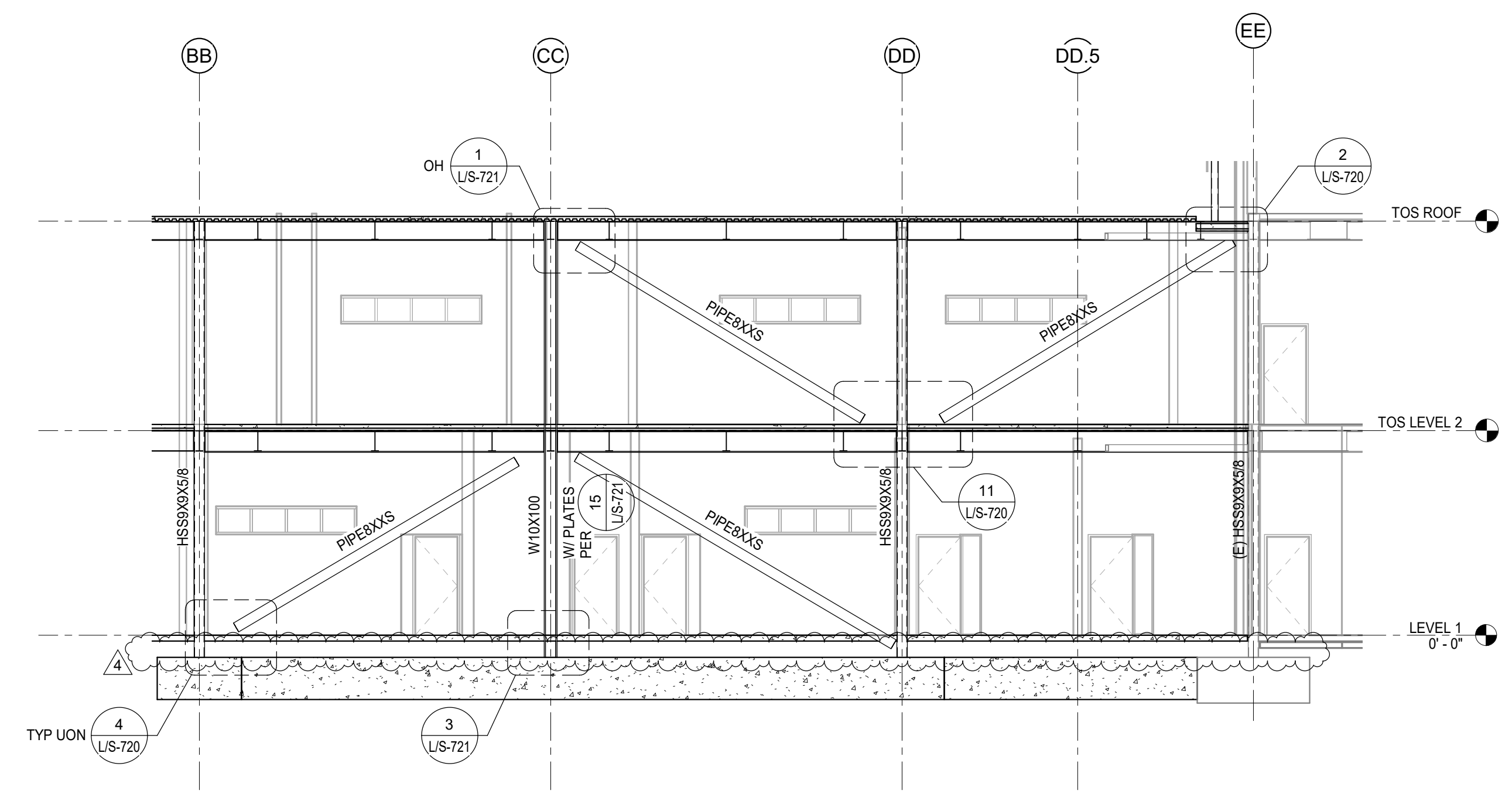
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1 BF-11 ELEVATION - GRIDLINE 13
1/8" = 1'-0"



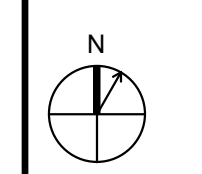
2 BF-12 ELEVATION - GRIDLINE BB
1/8" = 1'-0"



3 BF-10 ELEVATION - GRIDLINE 11
1/8" = 1'-0"

NO.	ISSUE/REVISION	YYYY-MM-DD
1	ISA SUBMITTAL	09-30-2020
2	ISA BACKCHECK	09-09-2021
3	ISA BACKCHECK	09-07-2021
4	ADDENDUM NO. 2	04-15-2022

KEY PLAN



PROFESSIONAL SEAL



PROJECT
PERALTA COMMUNITY COLLEGE DISTRICT
MERRITT COLLEGE
CHILD DEVELOPMENT CENTER
INCREMENT 2

PROJECT ADDRESS
12500 CAMPUS DR
OAKLAND, CA 94619

SHEET TITLE
BRACED FRAME ELEVATIONS

DRAWN BY PIL	REVIEWED BY LZD	SHEET NUMBER L/S-301
PROJECT NUMBER 2019025		
DATE 09/07/2021		

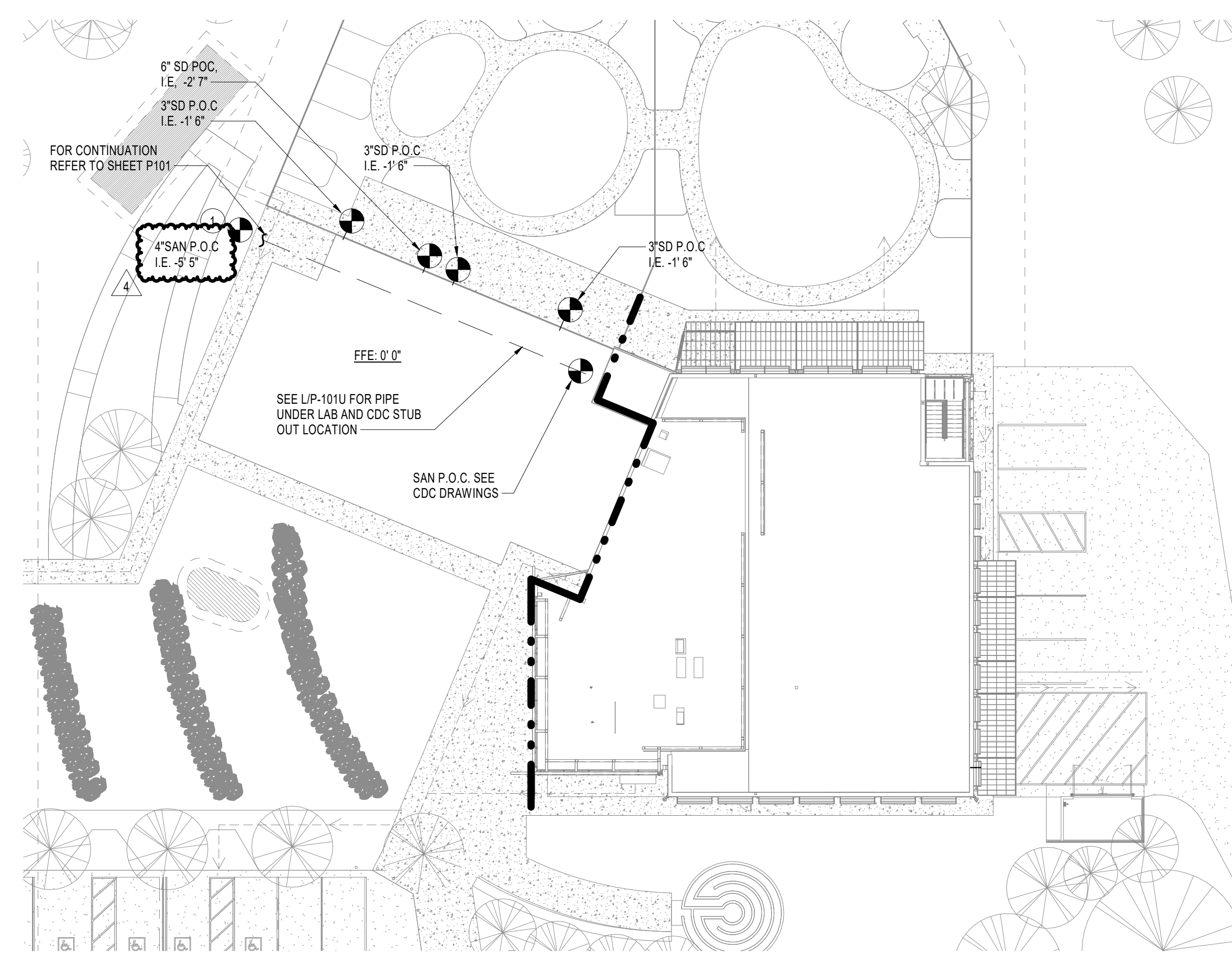
4/10/2023 9:59:08 AM © 2021 AE3 PARTNERS INC. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF AE3 PARTNERS AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN CONSENT OF AE3 PARTNERS.

GENERAL NOTES

- A. REFER TO PLUMBING GENERAL NOTE ON SHEET L/P-001.
- B. GRADE CLEANOUT SHALL BE PROVIDED UPSTREAM OF ALL GRAVITY DRAINAGE SYSTEM P.O.C'S.
- C. REFER TO CIVIL DRAWINGS FOR ALL P.O.C CONTINUATIONS.

(X) SHEET NOTES

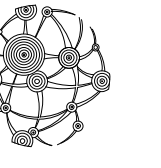
- 1. FOR CONTINUATION SEE CIVIL DRAWINGS



① PLUMBING SITE PLAN
1" = 20'-0"



275 Battery Street, Suite 1050
San Francisco, California 94104
Ph: 415-233-9991
Fax: 415-651-8911
www.ae3partners.com

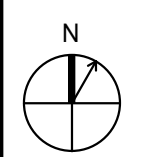


INTEGRAL

15760 Ventura Blvd, Suite 1902
Los Angeles, CA 91436
323.825.9955 Telephone
E-Mail: info@integralgroup.com
www.integralgroup.com

NO.	ISSUE/REVISION	YYYY-MM-DD
1	10% CONSTRUCTION DOCUMENTS	07-02-2020
2	ISA SUBMITTAL	08-10-2020
3	ISA BACKCHECK	08-06-2021
4	CONCURRENCE NO. 2	04-15-2022

KEY PLAN



PROFESSIONAL SEALS



PROJECT
PERALTA COMMUNITY COLLEGE DISTRICT
MERRITT COLLEGE
CHILD DEVELOPMENT CENTER
INCREMENT 2

PROJECT ADDRESS
12500 CAMPUS DR
OAKLAND, CA 94619

SHEET TITLE
PLUMBING SITE PLAN

DRAWN BY AM	REVIEWED BY LM	SHEET NUMBER
PROJECT NUMBER 2019025	DATE 09/07/2021	L/P-100

GENERAL NOTES

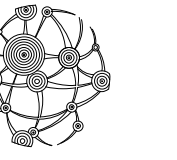
- A. REFER TO PLUMBING GENERAL NOTES ON SHEET L/P-001.
- B. PROVIDE ALL PIPING, VALVES AND FITTINGS FOR A COMPLETE AND FULLY FUNCTIONAL SYSTEM.
- C. CLEANOUT SHALL BE PROVIDED IN SANITARY AND STORM DRAIN PIPES FOR EACH AGGREGATE HORIZONTAL CHANGE IN DIRECTION EXCEEDING 135 DEGREE.
- D. PIPE SHALL BE WRAPPED TO AVOID PIPES & FITTINGS DIRECTLY EMBEDDED IN CONCRETE OR MASONRY
- E. SEE STRUCTURAL DRAWING FOR SLEEVE DETAILS IN GRADE BEAMS AND FOOTINGS
- F. PROVIDE BASEOUT CLEANOUT AT BRANCHES LONGER THAN 5' 0"

SHEET NOTES

- 1. SEE THE CIVIL DRAWING FOR CONTINUATION.



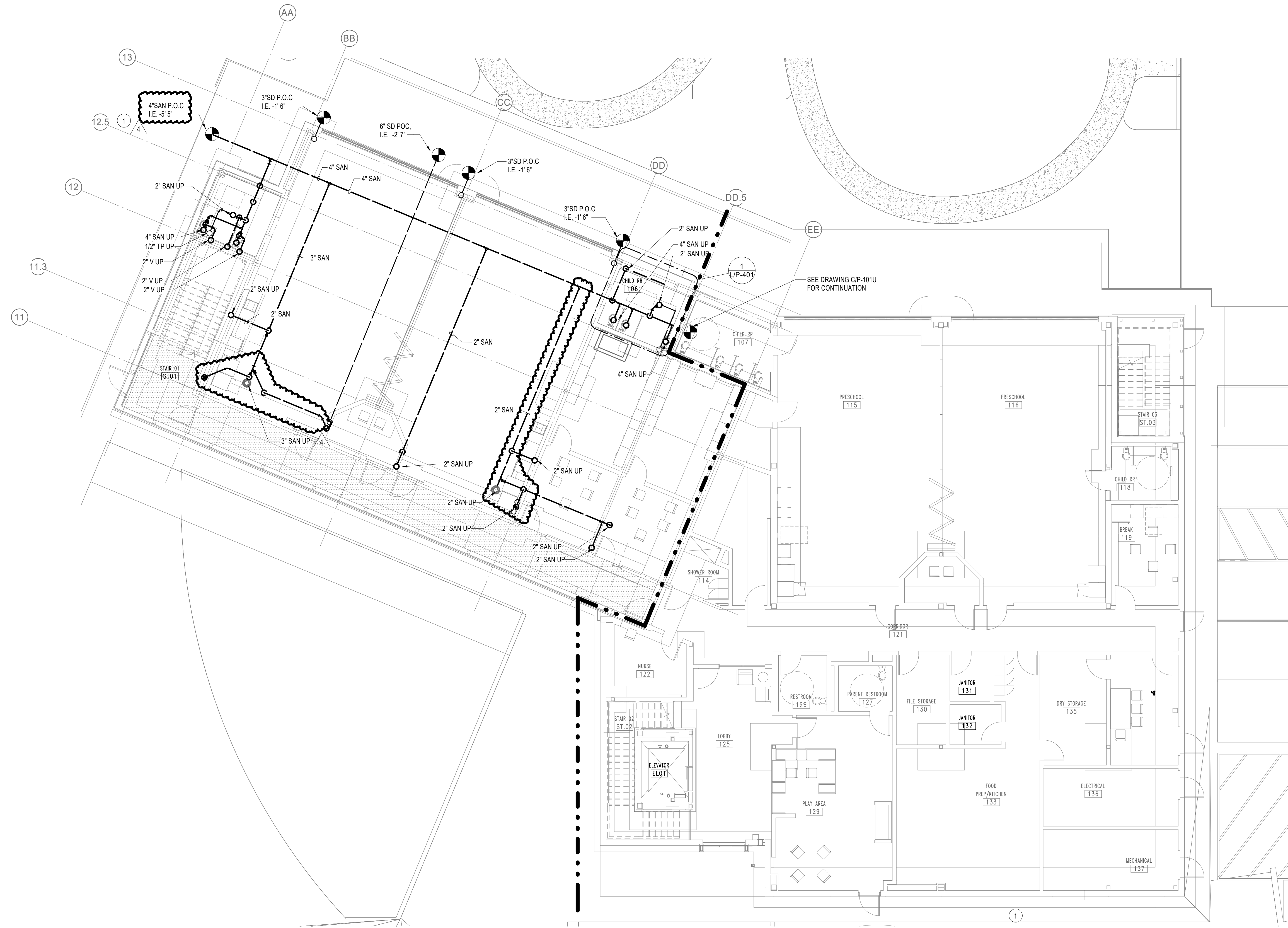
275 Battery Street, Suite 1050
 San Francisco, California 94104
 Ph: 415-233-9991
 Fax: 415-651-8911
 www.ae3partners.com



INTEGRAL

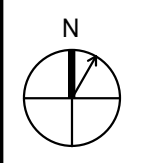
15760 Ventura Blvd, Suite 1902
 Los Angeles, CA 91436
 323.825.9955 Telephone
 E-Mail: info@integralgroup.com
 www.integralgroup.com

NO.	ISSUE/REVISION	YYYY-MM-DD
1	ISSA SUBMITTAL	09-30-2020
2	ISSA CONSTRUCTION DOCUMENTS	07-02-2020
3	ISSA BACKCHECK	08-06-2021
4	ISSA BACKCHECK	08-06-2021
5	ISSA BACKCHECK	08-13-2021



1 PLUMBING PLAN - UNDERGROUND
 1/8" = 1'-0"

KEY PLAN



PROFESSIONAL SEALS



PROJECT
 PERALTA COMMUNITY COLLEGE DISTRICT
 MERRITT COLLEGE
 CHILD DEVELOPMENT CENTER
 INCREMENT 2

PROJECT ADDRESS
 12500 CAMPUS DR
 OAKLAND, CA 94619

SHEET TITLE
 PLUMBING UNDERGROUND FLOOR PLAN

DRAWN BY	REVIEWED BY	SHEET NUMBER
AM	LM	
PROJECT NUMBER		
2019025		
DATE	09/07/2021	
L/P-101U		

Peralta Community College District

**Merritt College
Child Development Center**

**12500 Campus Drive
Oakland, California 94619**

Increment 2

PROJECT MANUAL

**Addendum No. 2
DSA Application No. 01-119166
April 15, 2022**

**Architect
AE3 PARTNERS
315 Montgomery Street, Suite 1000
San Francisco, CA 94104**

PROJECT MANUAL INCLUDING SPECIFICATIONS
FOR
Merritt College
Child Development Center
Increment – 2

12500 Campus Drive
Oakland, California

AE3 Partners Project No. 2019025

DOCUMENT 000110
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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Peralta Community College District ("District") will receive, by electronic submission, bids for the following project, **Bid No. 21-22/08**, ("Project" or "Contract"):

MERRIT COLLEGE NEW CHILD DEVELOPMENT CENTER

2. The Project consists of:

Construction of a new two-story classroom building with preschool and adult classrooms, administrative offices, food service facility, teacher preparation rooms, resource room and restrooms. The work includes associated civil, landscape, architectural, structural, plumbing, mechanical, electrical, fire alarm, fire protection, low voltage and food service work as indicated in the Drawings and Specifications. The project involves all new work and finishes. The Project involves two increments – Increment 1 includes all site work, including site clearing, grading, utilities, and landscape, classrooms, offices, elevator, stairs, food service, restrooms and major MEP systems; Increment 2 includes the addition of preschool and adult classrooms and the continuation of MEP systems.

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

B – General Contracting

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

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. **All Bidders are hereby notified that this Project is subject to the District's Pre-Qualification Procedure with Quality Bidders. All General Contractors must be prequalified in order to bid on this project. No bids will be received or opened from Bidders who have not been pre-qualified through the District's Pre-Qualification Procedure. The list of Pre-Qualified General Contractors is posted on the PCCD website at: <https://web.peralta.edu/purchasing/notice-to-bidders-for-public-works-projects/>**
6. Contract Documents will be available on or after **April 15, 2022**, for review at the **District Vendor Registry website**, and may be downloaded from the **District's website**, <https://web.peralta.edu/purchasing/documents-list-of-current-bids-rfps-and-rfqs/> using the **Solicitations from Peralta Community College District** link. This will take you to Vendor Registry, where bids will be submitted and questions submitted.

7. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:
 - A. **Bay Area** Builder's Exchange of: <http://bayareabx.com>
 - B. A list of these builders' exchanges is available at the District's Facilities Office.
8. ***The District will only receive bids submitted electronically.*** Bids will be received until **3:00p.m., May 17, 2022, only at Vendor Registry**, after which time the bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. **Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof.** 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. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.
9. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned by email to the bidder.
10. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
11. A bid bond by an admitted surety insurer on the form provided by the District, or a cashier's check or a certified check, drawn to the order of the Peralta Community College District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
12. **Two mandatory pre-bid conferences and site visits will be held on (1) April 27, 2022, at 1:00 p.m. and (2) April 29, 2022 at 11:00am at the project site on Merritt College campus located at 12500 Campus Drive, Oakland, California. All bidders are required to attend one of the two pre-bid conferences and site visits. All participants are required to sign in at the site. The site visit is expected to take approximately two (2) hours.** Failure to attend or tardiness will render bid ineligible.
13. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
14. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
15. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of

California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.

16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
17. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, <http://web.peralta.edu/purchasing/files/2012/06/00-8251-PLA-Agreement.pdf>. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
18. The Contractor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol. Contractor shall further comply with the California Department of Public Health's August 11, 2021, Order requiring workers on District sites to be fully vaccinated against COVID-19, or else subject to weekly testing for COVID-19.
19. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. Base Bid for Increment #1 only.
 - B. The Base Bid for Increment #2 cannot exceed 25% of the Total Base Bid.
Total Base Bid = Base Bid for Increment #1 + Base Bid for Increment #2
20. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

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

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

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

Merritt College New Child Development Center

2. Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. The District has prequalified bidders pursuant to Public Contract Code section 20651.5. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered.
4. District will receive bids submitted electronically from bidders as stipulated in the Notice to Bidders.
 - ~~a. Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues affecting a bidder's ability to timely submit its bid or portion thereof. Email subject line must include the name of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.~~
 - ~~b. Bids must be electronically submitted to the following email address [INSERT], by date and time shown in the Notice to Bidders.~~
 - ~~c. Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues affecting a bidder's ability to timely submit its bid or portion thereof.~~
5. Bidders are advised that on the date that bids are opened, the District Offices will **not** be open to bidders or their representatives.
6. Bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.

7. Bidders must submit Bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as 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 and Proposal:
 - a. Photocopy of Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
 - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
 - f. SLBE/SELBE Self Certification Affidavit.
11. Bidders must submit with their bids a legible photocopy of (i) a cashier's check or (ii) a certified check payable to District, or (iii) a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bidder must deposit the original of the bid bond, cashier's check, or certified check in the mail on the same day as the bid opening. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

13. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon

request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

18. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, <http://web.peralta.edu/purchasing/files/2012/06/00-8251-PLA-Agreement.pdf>. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
19. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
 - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District, is/are acceptable to Bidder;
 - e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
- (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically

identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
21. 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.
22. All questions about the meaning or intent of the Contract Documents are to be **directed via Vendor Registry. All questions are due by May 4, 2022 at 3:00 PM.** Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and delivered electronically to all parties recorded by the District as having received the Contract Documents or posted on the District's website at

<https://web.peralta.edu/purchasing/documents-list-of-current-bids-rfps-and-rfqs>

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.

23. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
- ~~24. All Addenda must be signed by the Project Architect and approved by the Division of the State Architect (CAC, Section 4-338 (b))~~
25. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
26. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
27. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
28. Discrepancies between written words and figures, or words and numeral, will be resolved in favor of figures or numerals.
29. Bidders in contention for contract awards shall be required to attend a Post Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive. .
30. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
31. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.

- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Hazardous Materials Certification.
 - k. Lead-Based Materials Certification.
 - l. Imported Materials Certification.
 - m. Sex Offender Registration Act_Certification.
 - n. Buy American Certification.
 - o. Small Local Business Enterprise and Small Emerging Local Business Enterprise Program.
 - p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers. Per Article 10 of the General Conditions, the complete submittal of Registered Subcontractors List is required within 10 days after the Notice to Proceed is issued.
 - q. **COVID-19 Vaccination/Testing Certification**
32. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the

Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
33. 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 any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
34. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
35. 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.
36. **Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol, and such costs shall be included in the bid as an allowance. Any unused portion of the allowance designated for COVID-19 or other public**

health emergency/epidemic/pandemic compliance will revert back to the District documented by a deductive change order.

END OF DOCUMENT

DOCUMENT 00 45 46.11

SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM (For Professional Services)

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. On professional services contracts to facilitate opportunities for small local business, the District will use a maximum five (5) preference points for SLBE and SELBE firms. The preference points are used for computation purposes, as part of the selection process. Please review the following guidelines to see if your firm qualifies for the preference.

District qualified SLBE and SELBE Prime for professional services projects will receive five (5) preference points. Non-SLBE/SELBE Prime who utilizes 25% of total bid amount, with SLBE or SELBE subconsultants (who meet the District's Definition of an SLBE and SELBE), can also receive four (4) preference points. An additional preference point for Non-SLBE/SELBE Prime, who utilizes SLBE/SELBE for minimum 35% of total bid amount, for full maximum five (5) preference points.

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non- professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District's market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
- If the business has an office outside of the District's market area as well as an office within the market area, the office within the District's market area must be staffed on a full time permanent basis with someone employed by the business.
- If requested, the business that has an office outside of the District's market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District's market area at least one (1) year prior to the date of contract award. The one- year requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subconsultants:

Non-SLBE/SELBE Primes who use subconsultants, who meet the district definitions of SLBE and SELBE, may receive four (4) preference points, if the following conditions are met:

1. 25% of total bid amount is with Subconsultants who meet the District's definition of an SLBE and SELBE. The Prime must list each Subconsultant on Attachment A, Small Local Business Participation Worksheet, clearly identifying the SLBE and SELBE status and the Dollar Amount and percentage of work each subconsultant will perform.
2. The Subconsultants must provide a Commercially Useful Function.
3. The Prime must maintain the Subconsultant percentages (based on the quoted dollar amounts) indicated in the Small Local Business Participation Worksheet at the time the Contract is awarded and throughout the term of the Contract.
4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with proposal, and 48 hours after selection the Prime must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subconsultant listed in the Small Local Business Calculations form. The Subconsultant must agree to provide the requested documentation to verify the SLBE/SEBLE status.
5. No Substitutions can be made to the SLBE and SELBE subconsultant, without the prior written approval of the District. The District will approve a subconsultant substitution on the following conditions:
 - a. A written statement from the subconsultant agreeing to the substitution.
 - b. When the subconsultant has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
 - c. When the subconsultant becomes insolvent.
 - d. When the District determines the work performed by the subconsultant is not in accordance with the contact agreement, or the subconsultant is substantially and unduly delaying or disrupting the progress of work.
6. An additional preference point for a Non-SLBE/SELBE Prime, who utilizes SLBE or SELBE subconsultant (who meet the District's Definition of an SLBE and SELBE) for minimum 35% of total bid amount, for full maximum five (5) preference points.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self- certification affidavit will be required to submit proof of residency and revenue no later than 48 hours after proposal submittal. Such proof shall consist of a small, local certification from a local agency in Peralta District, copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and/or the firm's tax returns for the past three consecutive years. The following chart is how SLBE/SELBE preference points are calculated:

Certification Status	SLBE/SELBE Participation	Preference Points
SLBE/SELBE Prime <u>or</u> Non-SLBE/SELBE Prime	Less than 25%	0 points
Non-SLBE/SELBE Prime	25%	4 points
SLBE/SELBE Prime	25% or more	5 points
Non-SLBE/SELBE Prime	35% or more	5 points

**Peralta Community College District
SLBE/SELBE SELF CERTIFICATION AFFIDAVIT**

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. District qualified SLBE and SELBE Prime for professional services projects will receive five (5) preference points. Non-SLBE/SELBE Prime who utilizes 25% of total bid amount, with SLBE or SELBE subconsultant (who meet the District’s Definition of an SLBE and SELBE), can also receive four (4) preference points. An additional preference point for Non-SLBE/SELBE Prime, who utilizes SLBE or SELBE subconsultant (who meet the District’s Definition of an SLBE and SELBE) for minimum 35% of total bid amount, for full maximum five (5) preference points.

The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Proposers and their SLBE/SELBE subconsultants must each only claim one of the below status.

Certification Status	Status Claim
SLBE/SELBE Subconsultant	<input type="checkbox"/>
Non-SLBE/SELBE Subconsultant	<input type="checkbox"/>
SLBE/SELBE Prime	<input type="checkbox"/>
Non-SLBE/SELBE Prime	<input type="checkbox"/>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
 - a. Refusal to certify the award of a contract
 - b. Suspension of a contract
 - c. Withholding of funds
 - d. Revision of a contract for material breach of contract
 - e. Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subconsultants will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

RFP Number: _____

RFP Name: _____

Signed

Date

Printed or typed name

Title

Name of Company

Telephone

Fax

Peralta Community College District
SMALL, LOCAL BUSINESS ENTERPRISE PARTICIPATION WORKSHEET

Prime	<input type="text"/>
RFP Name	<input type="text"/>
RFP Number	<input type="text"/>
Proposed Total Contract Amount	<input type="text"/>
Proposed Total SLBE Amount (%)	<input type="text"/>

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)		Scope of Work	Total Amount of Contract (as a \$ amount)	Total Amount of Contract (as a %)
Company Name	Certifying Agency			
<input type="text"/>	<input type="text"/>			
Address, City/State	Certification No. (if available)			
<input type="text"/>	<input type="text"/>			
Company Name	Certifying Agency			
<input type="text"/>	<input type="text"/>			
Address, City/State	Certification No. (if available)			
<input type="text"/>	<input type="text"/>			
Company Name	Certifying Agency			
<input type="text"/>	<input type="text"/>			
Address, City/State	Certification No. (if available)			
<input type="text"/>	<input type="text"/>			
Company Name	Certifying Agency			
<input type="text"/>	<input type="text"/>			
Address, City/State	Certification No. (if available)			
<input type="text"/>	<input type="text"/>			
Company Name	Certifying Agency			
<input type="text"/>	<input type="text"/>			
Address, City/State	Certification No. (if available)			
<input type="text"/>	<input type="text"/>			
TOTAL PARTICIPATION			\$	%

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

To: _____
(Address)

From: Governing Board ("Board") of the Peralta Community College District ("District")

RE: MERRITT COLLEGE NEW CHILD DEVELOPMENT CENTER (CDC)/ _____ ,
Project No. 2425 ("Project").

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

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

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

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

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

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

- i. Tobacco-Free Environment Certification.
- j. Hazardous Materials Certification.
- k. Lead-Based Materials Certification.
- l. Imported Materials Certification.
- m. Sex Offender Registration Act Certification.
- n. Buy American Certification.
- o. SLBE/SELBE Self Certification Affidavit.
- p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
- q. **COVID-19 Vaccination/Testing Certification**

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

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

PERALTA COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **450 consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **two thousand five hundred dollars (\$2,500.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in the finishing of each Milestone as identified in Specification Section 01 32 12 Scheduling of Work.**

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

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

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

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost

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

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B – General Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its

Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

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

_____ Dollars
(\$ _____),

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

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

**Entire
Spec
Added**

DOCUMENT 00 63 47

DAILY FORCE ACCOUNT REPORT

From: Contractor
[Name/Address]

To: Owner
[Name/Address]

Project: _____

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

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

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

Description	Unit Price	Quantity	Cost

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

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

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

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

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

Type / Model	Hrs. Operated	Rate

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

Complete based on information reported above.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	ADD
i.	Material	
ii.	Add Labor	
iii.	Add Equipment	
iv.	Subtotal	
v.	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	
vi.	Subtotal	
vii.	Add Overhead and Profit for Contractor , not to exceed five percent (5%) of Item (f)	
viii.	Subtotal	
ix.	Add Bond and Insurance , not to exceed two percent (2%) of Item (h)	
x.	TOTAL	

	WORK PERFORMED BY CONTRACTOR	ADD
(a)	Material	
xi.	Add Labor	
xii.	Add Equipment	
xiii.	Subtotal	
xiv.	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	
xv.	Subtotal	
xvi.	Add Bond and Insurance , not to exceed two percent (2%) of Item (f)	
xvii.	TOTAL	

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

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

SUBMITTED BY:

REVIEWED BY:

Contractor:

_____ Community College:

[Name]

Date

[Name]

Date

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

END OF DOCUMENT

DOCUMENT 00 63 63

CHANGE ORDER FORM

Peralta Community College District
 333 East 8th Street
 Oakland, CA 94606

CHANGE ORDER NO.:

CHANGE ORDER

Project:
Bid No.:

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

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

Owner:	[Name / Address]	Contractor:	[Name / Address]
Architect:	[Name / Address]	Project Inspector:	[Name / Address]

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

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

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

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

Signatures:

District: _____ Contractor: _____
[Name] Date [Name] Date

Architect: _____ Project Inspector: _____
[Name] Date [Name] Date

Construction Manager: _____ **Program Manager:** _____
[Name] Date [Name] Date

END OF DOCUMENT

DOCUMENT 00 73 13

SPECIAL CONDITIONS**1. Mitigation Measures**

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

See Appendix A for the Mitigation Monitoring and Reporting Program (MMRP) for the Merritt College Child Development Center Project. The General Contractor shall review and be familiar with the MMRP. The mitigation measures that are the responsibility of the contractor to implement and monitor include but are not limited to:

- (A) Air Quality: AIR-1
- (B) Hazards and Hazardous Materials: HAZARDS-1
- (C) Noise: NOISE-1a; NOISE-1c; NOISE-1d

2. Modernization Projects

2.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of a key or access to the school.

2.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

2.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor

encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6 Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7 No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

3. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

3.1 Badges must be filled out in full and contain the following information:

3.1.1 Name of Contractor

3.1.2 Name of Employee

3.1.3 Contractor's address and phone number

3.2 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

4.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may,

unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

4.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

4.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

4.2 A request for a substitution shall be submitted as follows:

4.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

4.2.2 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

4.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

4.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

4.3.2 Available maintenance, repair or replacement services;

4.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

4.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

4.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

4.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

4.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended

purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

4.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

4.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

4.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

4.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

4.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

4.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

4.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

5. Weather Days

Replace Section 15.2.1.5 in the General Conditions with the following:

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January	11	July	0
February	10	August	0
March	10	September	1

April	6	October	4
May	3	November	7
June	1	December	10

6. Insurance Policy Limits

All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than **A- or A:VII**. The limits of insurance shall not be less than:

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

7. Permits, Certificates, Licenses, Fees, Approvals

7.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

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

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

7.2.1.1 Projects that disturb less than one acre of land and are not part of a larger common plan of development or sale, in accordance with Title 24,

Chapter 5.106.1, shall prevent the pollution of stormwater runoff from the construction activities through one or more of the following measures:

7.2.1.1.1 Comply with lawfully enacted stormwater management and/or erosion control ordinance.

7.2.1.1.2 Prevent loss of soil through wind or water erosion by adhering to a Storm Water Pollution Prevention Plan ("SWPPP") implementing an effective combination of erosion and sediment control and good housekeeping best management practices ("BMPs").

7.2.1.1.2.1 Soil loss BMP's that should be considered for implementation as appropriate for each project include, but are not limited to, the following:

7.2.1.1.2.1.1 Scheduling construction activity during dry weather, when possible.

7.2.1.1.2.1.2 Preservation of natural features, vegetation, soil, and buffers around surface waters.

7.2.1.1.2.1.3 Drainage swales or lined ditches to control stormwater flow.

7.2.1.1.2.1.4 Mulching or hydroseeding to stabilize disturbed soils.

7.2.1.1.2.1.5 Erosion control to protect slopes.

7.2.1.1.2.1.6 Protection of storm drain inlets (gravel bags or catch basin inserts).

7.2.1.1.2.1.7 Perimeter sediment control (perimeter silt fence, fiber rolls).

7.2.1.1.2.1.8 Sediment trap or sediment basin to retain sediment on site.

7.2.1.1.2.1.9 Stabilized construction exits.

7.2.1.1.2.1.10 Wind erosion control.

7.2.1.1.2.1.11 Other soil loss BMP's acceptable to the enforcing agency.

7.2.1.1.2.2 Good housekeeping BMP's to manage construction equipment, materials, non-stormwater discharges, and wastes that should be considered for implementation as appropriate for each project include, but are not limited to, the following:

7.2.1.1.2.2.1 Dewatering activities.

- 7.2.1.1.2.2.2** Material handling and waste management.
- 7.2.1.1.2.2.3** Building materials stockpile management.
- 7.2.1.1.2.2.4** Management of washout areas (concrete, paints, stucco, etc.).
- 7.2.1.1.2.2.5** Control of vehicle/equipment fueling to contractor’s staging area.
- 7.2.1.1.2.2.6** Vehicle and equipment cleaning performed off site.
- 7.2.1.1.2.2.7** Spill prevention and control.
- 7.2.1.1.2.2.8** Other housekeeping BMP’s acceptable to the enforcing agency.

7.2.1.2 Projects that disturb one acre or more of land, or disturb less than one acre of land but are part of a larger common plan of development or sale shall comply with all lawfully enacted stormwater discharge regulations in accordance with Title 24, Chapter 5.106.2.

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

7.2.3 At no additional cost to the District, Contractor shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

7.2.3.1 At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and

7.2.3.2 Monitoring any Numeric Action Levels (NALs), if applicable.

8. Project Labor Agreement/Payroll Records

The District has entered into a Project Labor Agreement (“PLA”), which covers this Project. Accordingly, the following provision is added as Section 26.4.6:

26.4.6 As Contractor and its subcontractors have agreed to be bound by the terms of the PLA entered into by the District [on or about / dated] _____, Contractor and its subcontractors may be excused from uploading CPRs electronically using DIR’s eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR’s iform (or current form) online at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> , or by using a more current application and URL. However, within ten (10) days of any request by

the District or Labor Commissioner, Contractor and its subcontractors shall provide CPRs 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.

9. As-Builts and Record Drawings

9.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in .DWG format, plus one set of As Built Drawings in electronic PDF format.

9.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in in .DWG format, plus one set of Record Drawings on electronic PDF format.

10. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. Kitchell CEM is the Construction Manager for this Project.

11. Program Manager

AECOM is the Program Manager designated for the Project that is the subject of this Contract.

~~**12. Federal Funds**~~

~~As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.~~

13. Separation of Documentation for Each Increment (Increment #1 and Increment #2)

Funding for the project comes from different funding sources; therefore, documentation must be separated by the two project Increments (Increment # 1 and Increment #2). This includes, but is not limited to, separation of the following items:

- (A) Applications for Payments
- (B) Change Order/Potential Change Orders (PCOs) Requests
- (C) Requests for Information (RFIs)
- (D) Submittals

14. Project Management Information System (PMIS)

The Contractor will be responsible to use the Project Management Information System (PMIS) supplied by the District as required. The PMIS will be used for all project documentation including but not limited to:

- (A) Applications for Payments
- (B) Change Order/Potential Change Orders (PCOs) Requests
- (C) Requests for Information (RFIs)
- (D) Submittals
- (E) Daily Logs
- (F) Meeting Minutes
- (G) Reports

15. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace provision in the General Conditions with the following provisions:

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

15.1.2.3.1 Mobilization and layout combined to equal not more than [1]%;

15.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than [3]%;

15.1.1.2.3.3 Bonds and insurance combined to equal not more than [2]%.

The following provisions are added as Section 27:

27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

27.1 Minimum Wages

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

27.1.1 All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount

of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

27.1.2 Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

27.1.2.1 The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

27.1.2.2 The classification is utilized in the area by the construction industry; and

27.1.2.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

27.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

27.1.4 In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe

benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

27.1.5 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

27.1.6 Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

27.1.7 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

27.2 Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

27.3 Payrolls and basic records.

27.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section

1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

27.3.2 The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

27.3.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

27.3.3.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

27.3.3.2 That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

27.3.3.3 That such information is correct and complete;

27.3.3.4 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

27.3.3.5 That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

27.3.3.6 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

27.3.3.7 The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

27.3.3.8 The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

27.3.3.9 The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

27.4 Apprentices and trainees

27.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.3 Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

27.5 Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

27.6 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

27.7 Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

27.8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

27.9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

27.10 Certification of eligibility.

27.10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.3 Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

27.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

27.11.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty

hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

27.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

27.11.3 Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.

27.11.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

END OF DOCUMENT

DOCUMENT 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

1.2 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of, but not limited to, the following:

Construction of a new two-story classroom building with preschool and adult classrooms, administrative offices, food service facility, teacher preparation rooms, resource room and restrooms. The work includes associated civil, landscape, architectural, structural, plumbing, mechanical, electrical, fire alarm, fire protection, low voltage and food service work as indicated in the Drawings and Specifications. The project involves all new work and finishes.

The Project involves two increments – Increment 1 includes all site work, including site clearing, grading, utilities, and landscape, classrooms, offices, elevator, stairs, food service, restrooms and major MEP systems; Increment 2 includes the addition of preschool and adult classrooms and the continuation of MEP systems.

1.3 CONTRACTS

- A. Perform the Work under a single, fixed-price Contract.

1.4 WORK BY OTHERS

- A. Work on the Project that will be performed by others concurrent with the Work of this Contract:
 - (1) Security Cameras.
 - (2) Display Monitors.

1.5 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract

Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.

- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.
- C. The intent of the drawings and specifications is that the work of the alteration, rehabilitation or reconstruction is to be in accordance with Title 24, CCR. Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the contract documents wherein the finished work will not comply with Title 24, CCR, a construction change document (CCD), or a separate set of plans and specifications, detailing and specifying the required work shall be submitted to and approved by the Division of the State Architect (DSA) before proceeding with the work.

1.6 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.7 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.

- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.8 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.9 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.
- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

1.10 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

Entire
Spec
Added

DOCUMENT 01 21 00

ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Non-specified work.

1.2 RELATED SECTIONS

A. Document 01 10 00 (Summary of Work)

B. Document 01 29 00 (Payments and Completion)

C. Document 01 32 19 (Submittal Procedures)

1.3 ALLOWANCES

A. NOT APPLICABLE.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

<p>Entire Spec Added</p>

DOCUMENT 01 22 00

ALTERNATES AND UNIT PRICING

PART 1 – ALTERNATES

1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A.** General Conditions;
- B.** Special Conditions;
- C.** Bid Form and Proposal;
- D.** Instruction to Bidders.

1.2 DESCRIPTION

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

1.3 GENERAL

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

1.4 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

1.5 ALTERNATES

A. Deductive Alternates:

- (1) Landscape:
 - (a) Item L-1: Delete fence along line 13, between lines BB and EE. (Drawings S/L-402, L/LD-101)
- (2) Structural:
 - (a) Item S-1: Delete exterior wall elevation. (Drawing 2-S/S-402)
 - (b) Item S-2: Delete details 14, 17 on Drawing L/S-510.

- (3) Architectural:
 - (a) Item A-1: Delete temporary walls along Lines EE, DD.5, 12.5. (Drawings S/A-201, S/A-202)
 - (b) Item A-2: Delete roofing, gutter, RWL above Room 107. (Drawing S/A-201)
 - (c) Item A-3: Delete Door 121A, frame, hardware. (Drawing S/A-102)
 - (d) Item A-4: Delete concrete sidewalk outside Door 121A. (Drawing S/A-041)
 - (e) Item A-5: Eliminate intermediate roofing slopes where temporary wall occurs. (Drawing S/A -103)
- (4) Mechanical / Electrical:
 - (a) Item M-1: Remove all duct and pipe caps at Line EE, Levels 1 and 2. (Drawings S/M-101, S/M-102, S/M-121, S/M-122)
 - (b) Item M-2: Lower grade on cable from Category 6A to Category 6. (Drawing S/T-001, L/T-001)
 - (c) Item M-3: Reduce wireless access points in classrooms from 2 to 1. (Drawings S/T-111, S/T-112, L/T-111, L/T-112)
 - (d) Item M-4: Delete card reader at Door 121A. (Drawing S/E-101)

The above Deductive Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

PART 2 - UNIT PRICING

2.1 NOT APPLICABLE

END OF DOCUMENT

DOCUMENT 01 25 13
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

- (2) Within 35 days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.
- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

**Entire
Spec
Added**

Addendum No. 2

DOCUMENT 01 26 00

CHANGES IN THE WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT

Peralta Community College District

Merritt College

DSA Application No. 01-119166
April 15, 2022

Increment 2
01 2600 - 1

Child Development Center
CHANGES IN THE WORK

DOCUMENT 01 32 13

SCHEDULING OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

1.02 SECTION INCLUDES

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
 - (1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
 - (2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.
 - (3) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

1.03 CONSTRUCTION SCHEDULE

- A. Within ten (10) days of issuance of the Notice to Proceed, and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

C. Milestone Schedule:

ESTIMATED PRE-CONSTRUCTION ACTIVITY DESCRIPTION	DURATION
CONTRACT AWARD BOARD APPROVAL STATE CHANCELLOR (SCO) APPROVAL DISTRICT ISSUES EXECUTED CONTRACT & NTP	WITHIN 45 CALENDAR DAYS AFTER BID CLOSE WITHIN 45 CALENDAR DAYS AFTER BOARD APPROVAL WITHIN 45 CALENDAR DAYS AFTER BOARD APPROVAL

ACTIVITY DESCRIPTION	DURATION
ALL SUBMITTALS PROVIDED SLAB-ON-GRADE COMPLETE BUILDING WEATHER TIGHT SUBSTANTIAL PROJECT COMPLETION FINAL PROJECT COMPLETION	WITHIN 90 CALENDAR DAYS OF NTP WITHIN 120 CALENDAR DAYS OF NTP WITHIN 270 CALENDAR DAYS OF NTP WITHIN 420 CALENDAR DAYS OF NTP WITHIN 450 CALENDAR DAYS OF NTP

1.04 QUALIFICATIONS

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.
 - (1) The written statement shall identify the individual who will perform CPM scheduling.
 - (2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
 - (3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths (¾) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. District reserves the right to approve or reject Contractor’s scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor’s scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

1.05 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier

(advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.

- (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
 - (2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
 - (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.
- C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
- (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
 - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.
- F. Software: Use the latest version of Primavera P6 and Microsoft Project. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District on compact disk at times requested by District.
- G. Transmit each item under the form approved by District.

- (1) Identify Project with District Contract number and name of Contractor.
- (2) Provide space for Contractor's approval stamp and District's review stamps.
- (3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

1.06 INITIAL CPM SCHEDULE

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.
- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.
- E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.
 - (1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
 - (2) Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first ninety (90) days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

1.07 ORIGINAL CPM SCHEDULE

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.

- B. Progress Schedule shall include or comply with following requirements:
- (1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
 - (2) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
 - (a) Activity durations shall be total number of actual work days required to perform that activity.
 - (3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
 - (4) District furnished materials and equipment, if any, identified as separate activities.
 - (5) Activities for maintaining Project Record Documents.
 - (6) Dependencies (or relationships) between activities.
 - (7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
 - (b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
 - (8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - (a) Include time for fabrication and delivery of manufactured products for the Work.
 - (b) Show dependencies between procurement and construction.
 - (9) Activity description; what Work is to be accomplished and where.
 - (10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.

- (11) Resources required (labor and major equipment) to perform each activity.
- (12) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
- (13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
- (14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
- (15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.
- (16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - (a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
 - (b) Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
 - (c) In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - (d) Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
- (17) Activity durations shall be in Work days.
- (18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.

- C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
- (1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.
 - (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
 - (a) Clarifications of Contract Requirements.
 - (b) Directions to include activities and information missing from submittal.
 - (c) Requests to Contractor to clarify its schedule.
 - (3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

1.08 ADJUSTMENTS TO CPM SCHEDULE

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
- (1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:
 - (a) Accept schedule and cost and resource loaded activities as submitted, or
 - (b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.
 - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
 - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.

- (4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.
 - (1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
 - (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
 - (3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
 - (1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for

Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.

- (2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
- (3) Contractor shall plan on the meeting taking no less than four (4) hours.
- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
- D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
 - (1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.
 - (2) If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

1.10 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall,

within three (3) days, provide District with a complete written narrative response to District's request.

- D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.
- E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 RECOVERY SCHEDULE

- A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.
- C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.

- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

1.13 TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.
- B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

1.14 SCHEDULE REPORTS

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.

Peralta Community College District

Merritt College

B. Required Reports:

- (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
- (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.
- (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
- (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
- (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.
- (2) Activities by late start.
- (3) Activities grouped by Subcontractors or selected trades.
- (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

1.15 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:

- (1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
- (2) Progress made on critical activities indicated on CPM Schedule.
- (3) Explanations for any lack of work on critical path activities planned to be performed during last month.
- (4) Explanations for any schedule changes, including changes to logic or to activity durations.
- (5) List of critical activities scheduled to be performed next month.
- (6) Status of major material and equipment procurement.
- (7) Any delays encountered during reporting period.
- (8) Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - (a) Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
 - (b) Contractor shall explain all variances and mitigation measures.
- (9) Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.
- (10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this

data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.18 PERIODIC VERIFIED REPORTS

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 35 13.23

SITE STANDARDS**PART 1 – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certification;
- D. Tobacco-Free Environment Certification;
- E. Criminal Background Investigation/Fingerprinting Certification;
- F. Temporary Facilities and Controls.

1.02 REQUIREMENTS OF THE DISTRICT:

- A. Drug-Free Schools and Safety Requirements:
 - (1) All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
 - (2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
 - (3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.

- C. Disturbing the Peace (Noise and Lighting):
- (1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
 - (2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.
 - (3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.
- D. Traffic:
- (1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
 - (2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
 - (3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
 - (4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.
- E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

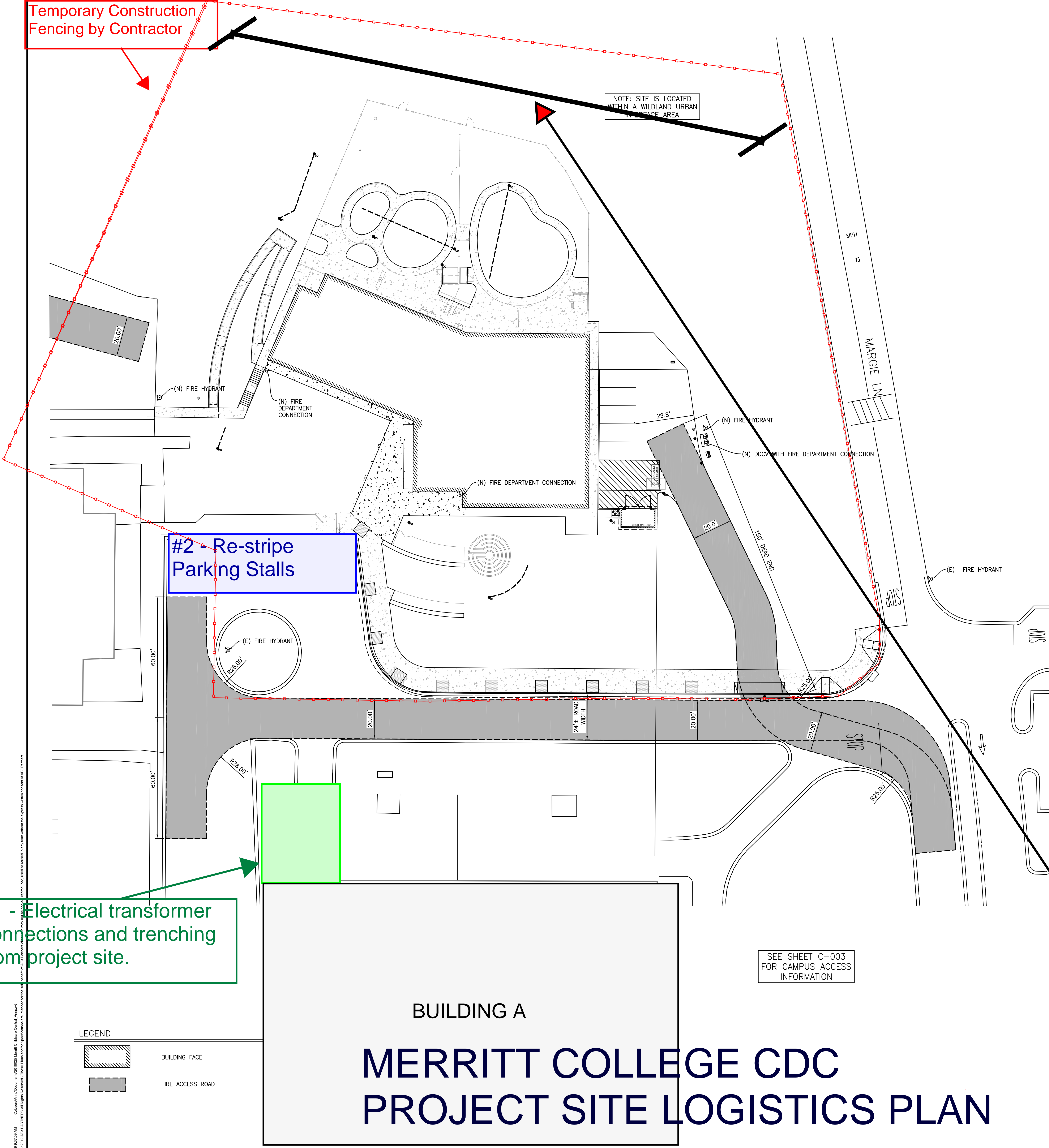
PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

PART 4 - SITE LOGISTICS PLANS

See next two pages – pages 4 and 5.

END OF DOCUMENT



WORK OUTSIDE FENCE LINE

- 1) Electrical connections to the transformer across the street at Bldg A; this will require trenching across the street and work within the transformer, possible replacement of transformer.
- 2) Re-stripping of parking stalls in the turnaround.
- 3) *Defensible Zones* as identified on Landscape drawings. These areas go 100 ft beyond the building, which is outside the fence line. See dwg S/L-101.

UTILITY SHUTDOWNS

Utility shutdowns may be required for the following activities:

- 1) Connections to the electrical transformer outside Bldg A,
- 2) Connections in the IT room in Bldg D,
- 3) Water and Gas connections.

Utility shut downs must be scheduled and approved by the District a minimum of 7 days prior to shut-down. Contractor shall provide temporary utility connections as necessary to maintain campus systems. Installation of utilities and associated work that extend outside the main area of construction shall be scheduled with the District.

HOURS OF OPERATION

a) Construction activities are limited to between 7:00 AM and 7:00 PM Monday through Friday, except pile driving and/or other extreme noise generating activities greater than 90 dBA shall be limited to between 8:00 AM and 4:00 PM Monday through Friday.



b) Any construction activity proposed to occur outside of the standard hours of 7:00 AM to 7:00 PM Monday through Friday for special activities (such as concrete pouring which may require more continuous amounts of time) shall be evaluated on a case-by-case basis.

GENERAL NOTES

1. The terrain around/behind the building is very uneven and sloped. If unable to provide a straight fence line, the General Contractor is to provide an alternate fence line to suit the site conditions. Modified fence line must be approved by District a minimum of 10 days before installation.
2. Site cleanliness - In addition to what is mentioned in Spec 01 50 00 Temporary Facilities and Controls Section 1.06.C - Temporary Controls and Spec 01 50 13 Construction Waste Management and Disposal, apply OSHA regulation 1926.25 - Housekeeping standards.
3. Reference the project CEQA MND/IS for further construction activity mitigation requirements.

BUILDING A

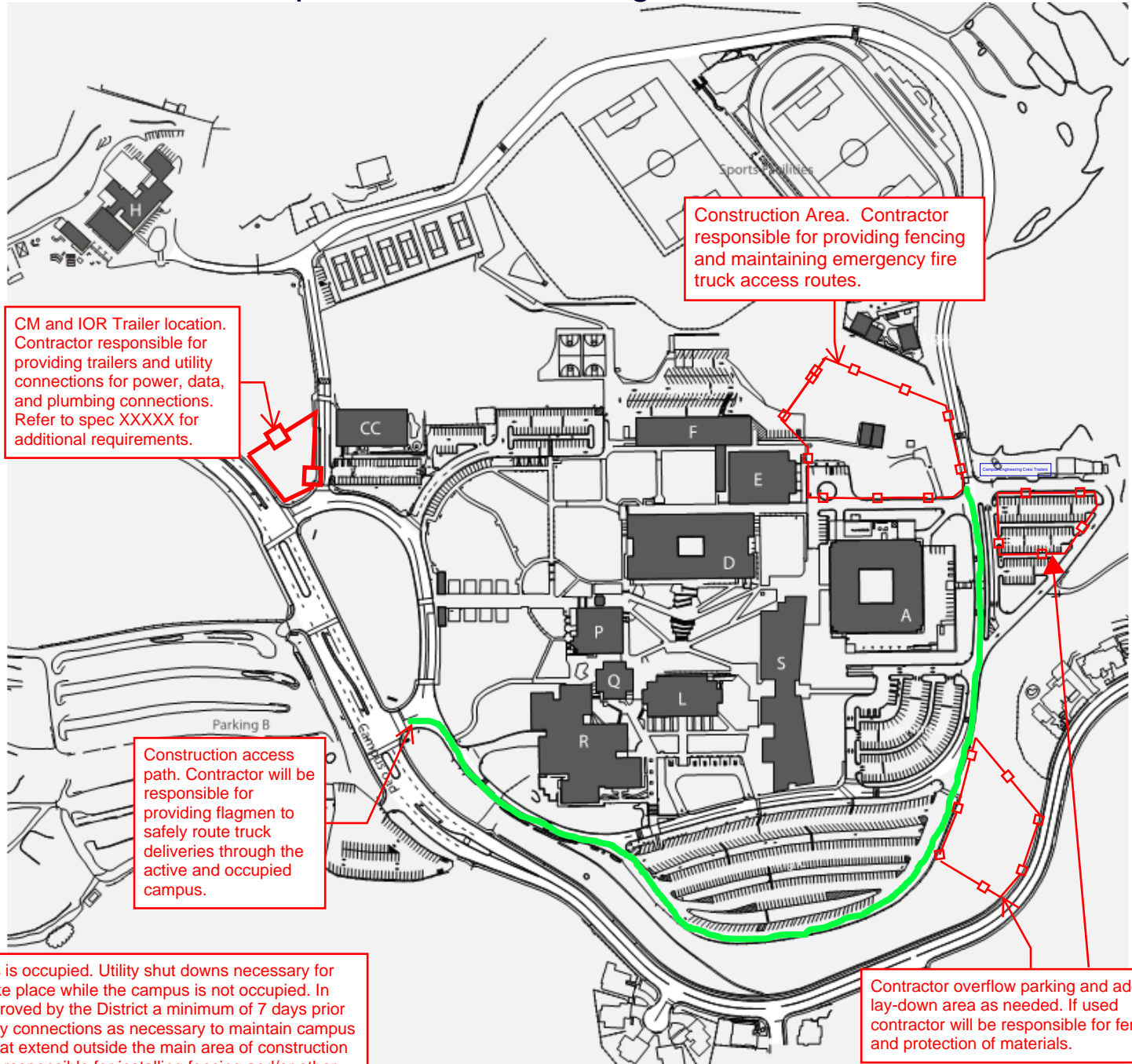
MERRITT COLLEGE CDC PROJECT SITE LOGISTICS PLAN

LEGEND
 BUILDING FACE
 FIRE ACCESS ROAD

SEE SHEET C-003
FOR CAMPUS ACCESS
INFORMATION

Merritt College - Child Development Center Campus Construction Logistics Plan

- A Art, A/V, CDC, Fitness Center, Music, Classrooms
- D Allied Health, LRC, Math Labs, Computer Labs, Academic Center, Classrooms
- E Gymnasium
- F Locker Rooms, Faculty Offices
- H Landscape Horticulture
- L Library, Museum, Learning Resources
- P Classrooms, Computer Labs
- Q Administrative Offices
- R Student Services, Cafeteria, Bookstore, Police
- SRH Self-Reliant House
- CC Child Care Center
- S Science Building, Barbara Lee Center



Construction Area. Contractor responsible for providing fencing and maintaining emergency fire truck access routes.

CM and IOR Trailer location. Contractor responsible for providing trailers and utility connections for power, data, and plumbing connections. Refer to spec XXXXX for additional requirements.

Construction access path. Contractor will be responsible for providing flagmen to safely route truck deliveries through the active and occupied campus.

Contractor overflow parking and additional lay-down area as needed. If used contractor will be responsible for fencing and protection of materials.

Existing Utilities must be maintained while the campus is occupied. Utility shut downs necessary for the installation and connection of new utilities must take place while the campus is not occupied. In addition utility shut downs must be scheduled and approved by the District a minimum of 7 days prior to shut-down. Contractor shall provide temporary utility connections as necessary to maintain campus systems. Installation of utilities and associated work that extend outside the main area of construction shall be scheduled with the District. Contractor will be responsible for installing fencing and/or other separation barricades to keep construction activities separated from campus activities. This includes any and all work that extends outside the main construction area including but not limited to storm drain lines, sanitary sewer lines, gas lines, electrical power lines and electrical low voltage lines.

DOCUMENT 01 41 00

REGULATORY REQUIREMENTS**PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;
- B. Special Conditions; and
- C. Quality Control.

1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
 - (1) California Building Standards Administrative Code, Part 1, Title 24, CCR.
 - (2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).
 - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
 - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
 - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

- (6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).
- (7) California Green Building Standards Code (CALGreen), Part 11, Title 24, CCR.
- (8) California Referenced Standards Code, Part 12, Title 24, CCR.
- (9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.
- (10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:
 - (a) NFPA 13 - Automatic Sprinkler System.
 - (b) NFPA 14 - Standpipes Systems.
 - (c) NFPA 17A - Wet Chemical System
 - (d) NFPA 24 - Private Fire Mains.
 - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
 - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
 - (g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
- (11) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:
 - (a) DSA IR A-6 — Construction Change Document Submittal and Approval Processes.
 - (b) DSA IR A-7 — Project Inspector Certification and Approval.
 - (c) DSA IR A-8 — Project Inspector and Assistant Inspector Duties and Performance.
 - (d) DSA IR A-12 — Assistant Inspector Approval.
- (12) DSA Procedures ("DSA PR")
 - (a) DSA PR 13-01 – Construction Oversight Process
- (13) DSA PR 13-02 – Project Certification Process

- B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

- (1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.
- (2) Special inspections per Section 4-333(c).
- (3) Deferred Approvals per section 4-317(g).
- (4) Verified reports per Sections 4-336 & 4-343(c).
- (5) Duties of the Architect & Engineers shall be per Section 4-333(a) and 4-341.
- (6) Duties of the Contractor shall be per Section 4-343.
- (7) Duties of Project Inspector shall be per Section 4-334.
- (8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

C. If applicable, items of deferred approval shall be clearly marked on the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.

- (1) Contractor shall submit the following to Architect for review and endorsement:
 - (a) Product information on proposed material/system supplier.
 - (b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.
 - (c) All other requirements as may be required by DSA.
- (2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.
- (3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.
- (4) **Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.**

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 42 13

ABBREVIATIONS AND ACRONYMS**PART 1 – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

1.02 DOCUMENT INCLUDES:

- A. Abbreviations used throughout the Contract Documents.
- B. **Reference to a technical society, organization, or body is by abbreviation, as follows:**

1.	AA	Aluminum Association
2.	AASHTO	American Association of State Highway and Transportation Officials
3.	ABPA	Acoustical and Board Products Association
4.	ACI	American Concrete Institute
5.	AGA	American Gas Association
6.	AGC	Associated General Contractors
7.	AHC	Architectural Hardware Consultant
8.	AHRI	Air Conditioning, Heating, Refrigeration Institute
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AMCA	Air Movement and Control Association
14.	ANSI	American National Standards Institute
15.	APA	APA – The Engineered Wood Association
16.	ASCE	American Society of Civil Engineers
17.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
18.	ASSE	American Society of Civil Engineers
19.	ASME	American Society of Mechanical Engineers
20.	ASTM	American Society of Testing and Materials International
21.	AWPA	American Wood Protection Association
22.	AWPI	American Wood Preservers Institute
23.	AWS	American Welding Society
24.	AWSC	American Welding Society Code
25.	AWI	Architectural Woodwork Institute

26.	AWWA	American Water Works Association
27.	BIA	The Brick Industry Association
28.	CCR	California Code of Regulations
29.	CLFMI	Chain Link Fence Manufacturers Institute
30.	CRA	California Redwood Association
31.	CRSI	Concrete Reinforcing Steel Institute
32.	CS	Commercial Standards
33.	CSI	Construction Specifications Institute
34.	CTI	Cooling Technology Institute
35.	FGIA	Fenestration and Glazing Industry Alliance
36.	FGMA	Flat Glass Manufacturers' Association
37.	FIA	Factory Insurance Association
38.	FM	Factory Mutual Global
39.	FS/FED SPEC	Federal Specification
40.	FTI	Facing Title Institute
41.	GA	Gypsum Association
42.	IAPMO	International Association of Plumbing and Mechanical Officials
43.	ICC	International Code Council
44.	IEEE	Institute of Electrical and Electronics Engineers
45.	IES	Illuminating Engineering Society
46.	MCAC	Mason Contractors Association of California
47.	MIMA	Mineral Wool Insulation Manufacturers Association
48.	MLMA	Metal Lath Manufacturers Association
49.	MS/MIL SPEC	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NBHA	National Builders Hardware Association
52.	NCMA	National Concrete Masonry Association
53.	NCSEA	National Council of Structural Engineers Associations
54.	NEC	National Electrical Code
55.	NEMA	National Electrical Manufacturers Association
56.	NIST	National Institute of Standards and Technology
57.	NSI	Natural Stone Institute
58.	NTMA	National Terrazzo and Mosaic Association, Inc.
59.	ORS	Office of Regulatory Services (California)
60.	OSHA	Occupational Safety and Health Act
61.	PCI	Precast/Prestressed Concrete Institute
62.	PCA	Portland Cement Association
63.	PCA	Painting Contractors Association
64.	PDI	Plumbing Drainage Institute
65.	PEI	Porcelain Enamel Institute, Inc.
66.	PG&E	Pacific Gas & Electric Company
67.	PS	Product Standards

- 68. SDI** **Steel Door Institute; Steel Deck Institute**
- 69. SJI** **Steel Joist Institute**
- 70. SPC** **Society for Protective Coatings**
- 71. TCNA** **Tile Council of North America, Inc.**
- 72. TPI** **Truss Plate Institute**
- 73. UBC** **Uniform Building Code**
- 74. UL** **Underwriters Laboratories Code**
- 75. UMC** **Uniform Mechanical Code**
- 76. USDA** **United States Department of Agriculture**
- 77. VI** **Vermiculite Institute**
- 78. WCLIB** **West Coast Lumber Inspection Bureau**
- 79. WDMA** **Window and Door Manufacturers Association**
- 80. WEUSER** **Western Electric Utilities Service Engineering Requirements**
- 81. WIC** **Woodwork Institute of California**

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 52 13

FIELD OFFICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

1.2 SECTION INCLUDES:

- A. Requirements for Field Offices and Field Office Trailers.

1.3 SUMMARY:

- A. General: Contractor shall provide District's Field Office Trailer(s) and contents, for District's use exclusively, during the term of the Contract.
- B. Property: Trailer(s), furniture, furnishings, equipment, and the like, supplied by the Contractor with the Office Trailer(s) shall remain the property of the Contractor; District property items installed, delivered, and the like by District within the Office Trailer(s) will remain District's property.
- C. Modifications: District reserves the right to modify the trailer(s) or contents, or both, as may be deemed proper by District.
- D. Condition: Trailer(s) and contents shall be clean, neat, substantially finished, in good, proper, and safe condition for use, operation, and the like; the trailer(s) and contents shall not be required to be new.
- E. Installation Timing: Provide safe, fully furnished, functional, proper, complete, and finished trailer(s) properly ready for entire use, within fourteen (14) calendar days of District's notification of the issuance of Notice to Proceed.

1.4 SUBMITTALS:

- A. General: Submit submittals to District in quantity, format, type, and the like, as specified herein.
- B. Office Trailer(s) Data: One (1) copy of manufacturer's descriptive data, technical descriptions, regulatory compliance, industry standards, installation, removal, and maintenance instructions.

- C. Equipment Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- D. Furniture and Furnishings Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- E. Plans: One (1) reproducible copy of appropriately scaled plans of trailer layout. Plans shall include, but not be limited to: lighting; furniture; equipment; telephone and electrical outlets; and the like.
- F. Product Samples: One (1) complete and entire unit of each type, if directed by District.

1.5 QUALITY ASSURANCE

- A. Standards: In the event that provisions of codes, regulations, safety orders, Contract Documents, referenced manufacturer's specifications, manufacturer's instructions, industry standards, and the like, are in conflict, the more restrictive and higher quality shall govern.
- B. Installer: Installer or Installers engaged by Contractor must have a minimum of five (5) years of documented and properly authenticated successful experience of specialization in the installation of the items or systems, or both, specified herein.
- C. Manufacturer: Contractor shall obtain products from nationally and industry recognized Manufacturer with five (5) years minimum, of immediately recent, continuous, documented and properly authenticated successful experience of specialization in the manufacture of the product specified herein.
- D. State Personnel Training: Provide proper training for maintenance and operations, including emergency procedures, and the like, as directed by District.
- E. Units: Shall be sound and free of defects, and shall not include any damage or defect that will impair the safety, installation, performance, or the durability of the entire Office Trailer and appurtenant systems.

1.6 REGULATORY REQUIREMENTS

- A. General: Work shall be executed in accordance with applicable Codes, Regulations, Statutes, Enactments, Rulings, Laws, each authority having jurisdiction, and including, but not limited to, Regulatory Requirements specified herein.
- B. California Building Standards Code ("CBSC").
- C. California Code of Regulations, Title 25, Chapter 3, Sub Chapter 2, Article 3 ("CCR").

- D. Coach Insignia: Trailer shall display California Commercial Coach Insignia; such insignia shall be deemed to show that the trailer is in accordance with the Construction and Fire Safety requirements of CCR.

PART 2 – PRODUCTS

2.1 FIELD OFFICE TRAILERS FOR USE BY THE PROJECT CONSTRUCTION MANAGER AND PROJECT INSPECTOR OF RECORD

- A. General: Provide Field Office Trailer(s) of type, function, operation, capacity, size, complete with controls, safety devices, accessories, and the like, for proper and durable installation. Partitions, walls, ceiling, and other interior and exterior surfaces shall be appropriately finished, including, but not limited to, trim, painting, wall base, floor covering, suspended or similar ceiling, and the like; provide systems, components, units, nuts, bolts, screws, anchoring devices, fastening devices, washers, accessories, adhesives, sealants, and other items of type, grade, and class required for the particular use, not identified but required for a complete, weather-tight, appropriately operating, and finished installation.
- B. Manufacturers: General Electric Capital Modular Space; The Space Place, Inc.; or equal.
- C. Program: Provide wheel-mounted trailers with stairs, landings, platforms, ramps, and the like, in good, proper, safe, clean, and properly finished condition; with proper heavy duty locks, and other proper and effective security at all doors, windows, and the like. Trailer shall be maintained in good, proper, safe, clean, and properly finished condition during the Contract.
- (1) Nominal Trailer Size: **Must include four (4) lockable offices for Construction Managers and Inspectors of Record, space for six (6) workstation desks, a large central open space in the middle for meeting area, plan tables and racks, storage, and printer equipment. Final floor plan to be reviewed and approved by Construction Manager.**
 - (2) Stairs, Platform: Properly finished stairs, platforms, and ramps.
 - (3) Doors: Two (2), three (3) foot wide exterior doors with locksets; finished ramp, steps, and entry platform at each exterior door.
 - (4) Keys: Submit five (5) keys for each door, window, furniture unit, and the like. There shall be no other key copies or originals available; each key shall be identified for District; and shall be labeled, or tagged or both, as directed by District.
 - (5) HVAC: HVAC: Heating and Air-Conditioning for the field office capable of maintaining temperatures between 65 and 75 degrees.
 - (6) Lighting: Sixty-five (65) foot-candles illumination minimum at any point, at thirty (30) inches above finished floor throughout from fluorescent light source, exclusively, or as directed by District.

- (7) Electrical Outlets: One (1) duplex outlet evenly spaced every twelve (12) linear horizontal feet of wall face, and electrical service ready for use.
- (8) Telephones and Telephone Outlets: Two (2) telephone lines wired, connected to telephone utility service, and ready for use, and two (2) telephone instruments, each with two (2)-line capability, speed dial and hands-free feature. Locate each outlet as directed by District.
- (9) Voicemail Messaging System or Answering Machine: One (1) unit, two (2)-line; digital.
- (10) Data Connection: Contractor should assume that a connection to the local utility provider is required. Provide a router to allow a minimum of six (6) users to connect.

The network shall have the following requirements:

- (a) The internet connection, if provided by the client or subcontractor, shall have at a minimum a 20-Meg upload / 20-Meg download speed. This should be accomplished via a hard-wired connection.
- (b) If it is necessary to "piggyback" off of an existing hard-wired line, the line provided to Kitchell shall be an unfiltered line, with no limitations set by the main line holder, such as access restrictions or DNS port blocking.
- (c) In the cases where a hard-wired connection is not available, the wireless connection provided must meet the same speed needs of 20-Meg upload / 20-Meg download. It shall also be of sufficient bandwidth to meet the needs of the staff.

The equipment required at the site shall be determined by Kitchell Management. However, for an office of three people or more, Kitchell will require:

- (A) A Cisco ASA 5505 network security appliance.
- (B) A Cisco switch.
- (C) Wired network connections to the workspaces for the Kitchell staff.
- (D) A wired network connection to the Printer/Scanner. Reasonable access to power for the equipment.

2.2 FIELD OFFICE TRAILER ITEMS

- A. **General: Provide the Field Office Trailer(s) with the following arranged into six (6) workstations:**

- (1) **Desks: Six (6) desks with lockable file storage: thirty-six (36) inches by sixty (60) inches; steel, laminated plastic top; locking, one (1) or two (2) file drawers single pedestal; steel; provide five (5) keys to District.**
 - (2) **Tables: Three (3) tables; thirty-six (36) inches by sixty (60) inches; twenty-nine (29) inches high; steel, laminated plastic top tables; one (1) at each desk.**
 - (3) **Chairs: Six (6) chairs: swivel; steel; with seat cushion and arms; one (1) at each desk. Ten (10) collapsible chairs for Tables.**
 - (4) **Waste Baskets: Eight (8) waste baskets and 5 (five) recycling baskets. One of each placed at each desk.**
- B. Furniture and Equipment: Provide in the space located to effect efficient and logical use.
- (1) File cabinet: One (1); four (4) drawer; lateral; steel locking.
 - (2) Plan Table: One (1) plan table: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawers.
 - (3) Drafting Stool: One (1) drafting stool; swiveling; steel; padded; adjustable; with footrest and casters.
 - (4) Bookshelf: One (1) bookshelf: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawer.
 - (5) Plan Rack: One (1) wheel mounted plan rack.
 - (6) Waste Baskets: One (1) large waste basket.
 - (7) Coat/Hat Hanger: Wall mounted with minimum capacity for four (4) garments and ten (10) hats.
 - (8) Document Management System: Shall include an integrated high-volume printer, copier, and facsimile machine, including stand, base, and storage cabinet; and shall include the following features:
 - (a) Type: Laser, dry electrostatic transfer, plain paper, digital, multi-function imaging system.
 - (b) Network: Ethernet or Token Ring network ready, Plug-and-Play.
 - (c) Print, send/receive facsimile from any connected workstation.

- (d) Resolution: Six hundred (600) dots per inch by six hundred (600) dots per inch, minimum.
- (e) Print Speed: Twenty (20) pages per minute, minimum.
- (f) Copies: Twenty (20) copies per minute, minimum.
- (g) Document Handler: Forty (40) sheet, minimum
- (h) Collator: Forty (40) bin, minimum, with stapling.
- (i) Duplexing: Capable.
- (j) Paper Size: Capable of handling paper sizes to eleven (11) inches by seventeen (17) inches.
- (k) Paper Cassettes: One (1) each for eight and one half (8.5) inches by eleven (11) inches, eight and one half (8.5) inches by fourteen (14) inches, and eleven (11) inches by seventeen (17) inches paper sizes; minimum two hundred fifty (250) sheets per cassette.
- (l) Reduction/Enlargement: Capable of reduction to twenty-five percent (25%) and enlargement to two hundred percent (200%).
- (m) Facsimile Electronic Storage: Capable of storing minimum of fifty (50) speed dial numbers, group faxing and broadcast faxing.
- (n) Facsimile Scanning: Capable of scanning into memory a minimum of one hundred (100) pages with maximum scan time of three (3) seconds per page.
- (o) Halftone: Sixty-four (64) levels.
- (p) Redial: Automatic and Manual.
- (9) Maintenance: Contractor shall purchase service agreements for each unit of equipment for the duration of the project plus two (2) months, and shall maintain all equipment in proper working condition. Service agreements shall include provision for replacement of toner cartridges and other items required to effect proper unit use. Service agreements shall also provide for:
 - (a) Unlimited Service Calls.
 - (b) Same Day Response.
 - (c) All parts, labor, preventative maintenance and mileage.
 - (d) All chemicals, such as toner, fixing agent, and the like.

- (e) System training and setup.
- (10) Provide an office trailer with restroom facilities inside the trailer.
- (11) Portable Toilets: Two (2); each shall include a urinal; each unit shall be a properly enclosed chemical unit conforming to ANSI Z4.3.
 - (a) Location: As directed by District.
 - (b) Maintenance: Maintain each unit and surrounding areas in a clean, hygienic and orderly manner, at all time. Empty, clean, and sanitize each unit each day at a location and time as directed by District.
 - (c) Removal: Relocate, or remove from the site, each Portable Toilet. Upon such directive by District, the Contractor shall forthwith relocate or remove each Portable Toilet and submit the affected areas to a condition which existed prior to the installation of each Portable Toilet, within three (3) calendar days, or as directed by District in writing, at no cost to District.
- (12) Microwave.
- (13) Micro fridge.

2.3 UTILITY AND SERVICES

- A. Telephone Service: Contractor shall provide and interface the entire telephone service, and shall properly and timely pay for telephone service for District's non-long-distance use.
- B. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the Work.

2.4 FINISHES

- A. General: Manufacturer standard finish system over surfaces properly cleaned, pretreated, and prepared to obtain proper bond; all visible surfaces shall be coated.
- B. Finish: Color as selected by District from manufacturer standard palette.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. General: Properly prepare area and affected items to receive the Work. Set Work accurately in location, alignment, and elevation; rigidly, securely, and firmly anchor to appropriate structure; install plumb, straight, square, level, true, without racking, rigidly anchored to proper solid blocking, substrate, and the like; provide appropriate type and quantity of reinforcements, fasteners, adhesives, self-adhesive and other tapes; lubricants, coatings, accessories,

and the like, as required for a complete, structurally rigid, stable, sound, and appropriately finished installation, in accordance with manufacturer's published instructions, and as indicated. The more restrictive and higher quality requirement shall govern. Moving parts shall be properly secured, without binding, looseness, noise, and the like.

- B. Installation: Install in accordance with 25 CCR 3.2.3 and as directed by District; jack up trailer and level both ways; mount on proper concrete piers with all load off wheels; provide required tie down and accessories per Section 4368 of referenced CCR, and as directed by District.
- C. Rejected Work: Work, materials, unit, items, systems, and the like, not accepted by District shall be deemed rejected, and shall forthwith be removed and replaced with proper and new Work, materials, unit, items, systems, and the like at no cost to District.
- D. Standard: Comply with manufacturer's published instructions, or with instructions as shown or indicated; the more restrictive and higher quality requirement shall govern.
- E. Location: As directed by District.
- F. Fire Resistance: Construct and install in accordance with UL requirements.
- G. Maintenance: Contractor shall maintain trailer and adjacent areas in a safe, clean and hygienic condition throughout the duration of the Work, and as directed by District. Properly repair or replace furniture or other items, as directed by District. Properly remove unsafe, damaged, or broken furniture, or similar items, and replace with safe and proper items. Contractor shall pay cost of all services, repair, and maintenance, or replacement of each item.
- H. Janitorial Service: Provide professional janitorial services, including, but not limited to, trash, waste paper baskets, fill paper dispensers; clean and dust all furniture, files, and the like; sweep and mop resilient and similar flooring; and vacuum carpeting and similar flooring.
 - (1) Frequency: Two (2) times per week, minimum.
- I. Removal: Properly remove the Office Trailer and contents from the Site upon completion of the Contract, or as directed by District in writing. Forthwith properly patch and repair affected areas; replace damaged items with new items. Carefully and properly inventory, clean, pack, store, and protect District property; submit District property to District at a date, time and location as directed by District.

3.2 RESPONSIBILITY OF EXPENSES

- A. **General Contractor is responsible for acquiring and installing all Products mentioned above.**
- B. **Expenses shall include:**

- (1) **Trailer leases.**
 - (2) **Furniture, equipment and supplies.**
 - (3) **Maintenance Service agreements.**
 - (4) **Utility services and agreements.**
- C. **General Contractor is responsible for leases associated with the Field Trailer(s), furniture, equipment, and utility connections and must carrying financial responsibility through the completion of the Project. General contractor will need to provide a breakdown of all costs associated with the field office trailer and associated furniture, equipment and utilities in order to allow for a transfer of financial responsibility at the completion of the project.**
- D. **At completion of the Project, all leases will be transferred to another General Contractor designated by the District. General Contractor must coordinate all lease transfer activities and requirements with the acquiring General Contractor.**

END OF DOCUMENT

SECTION 10 1435
DIMENSIONAL SIGN CHARACTERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flat cut-out aluminum sign characters and symbols.
- B. Mounting hardware and attachment accessories.

1.02 REFERENCE STANDARDS

- A. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- B. NAAMM AMP 500-06 - Metal Finishes Manual 2006.

1.03 SUBMITTALS

- A. Action Submittals:
 - 1. Product data for each product type.
 - 2. Shop Drawings: Indicate sign styles, lettering font, locations, overall dimensions of each sign.
 - a. Include fabrication and installation details and attachments to other work.
 - b. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
 - c. Show message list, type styles, graphic elements, and layout for each sign.
 - d. Show locations of electrical service connections.
 - e. Include diagrams for power, signal, and control wiring.
 - 3. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
 - a. Include representative Samples of available typestyles and graphic symbols.
 - 4. Samples: Submit three samples illustrating type, style, letter font, and colors specified, and method of attachment.

1.04 SUSTAINABILITY SUBMITTALS

- A. LEED Submittals: Provide submittals conforming to Section 018113 Sustainable Design Requirements.
- B. CAL-Green documentation and verification data as specified in Section 018114 Sustainable Design Requirements - CAL-Green, for the following measures:
 - 1. 4.504.2.1 and 5.504.4.1 Adhesives and sealants.
 - 2. 4.504.2.2 and 5.504.4.3 Paints and coatings.
 - 3. 4.504.2.3 and 5.504.4.3.1 Aerosol paints and coatings.

4. A5.405.1 Regional materials. Select building materials or products for permanent installation on the project that have been harvested or manufactured in California or within 500 miles of the project site, meeting the criteria listed in Section A5.405.1.
5. A5.405.4 Recycled content materials, equivalent in performance to virgin materials. Provide cost documentation showing value of recycled content using A5.405.02.
6. A5.406.1, .2 and .3: Materials selected for longevity, reduced maintenance and recyclability.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this Section, with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Package signs, labeled in character groups.

1.07 WARRANTY

- A. When warranties are required, verify with Owner's counsel that warranties stated in this article are not less than remedies available to Owner under prevailing local laws.
- B. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering.
 - b. Separation or delamination of sheet materials and components.
 2. Verify available warranties and warranty periods for units and components.
 3. Warranty Period: Five years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers:
 1. A. R. K. Ramos.
 2. ASI-Modulex, Inc.
 3. Gemini Incorporated.
 4. Matthews International Corp..
 5. Metal Arts; Div. of L&H Mfg. Co.
 6. Southwell Company (The).
 7. Approved equal.

2.02 DIMENSIONAL CHARACTERS

- A. ~~Cutout Characters: Characters with uniform faces; square-cut, smooth, eased edges; precisely formed lines and profiles; and as follows:~~

1. ~~Character Material: Sheet or plate acrylic with laminated aluminum facing and acrylic with laminated bronze facing.~~
2. ~~Character Thickness: 1/2 inch (12.70 mm).~~
3. ~~Character Height:~~
 - a. ~~Building Address: As indicated on Drawings.~~
4. ~~Finishes:~~
 - a. ~~Integral Aluminum Finish: Clear anodized.~~
5. ~~Mounting: Concealed studs.~~
6. ~~Typeface and Message: As indicated on Drawings.~~

B. Fabricated Channel Characters: Metal face and side returns, formed free from warp and distortion; with uniform faces, sharp corners, and precisely formed lines and profiles; internally braced for stability and for securing fasteners; and as follows.

1. **Weeps: Provide weep holes to drain water at lowest part of exterior characters.**
2. **Character Material: Sheet or plate stainless steel.**
3. **Material Thickness: Manufacturer's standard for size and design of character.**
4. **Character Height: As indicated on Drawings.**
5. **Character Depth: As indicated on Drawings.**
6. **Finishes:**
 - a. **Integral Stainless-Steel Finish: No. 4.**
 - b. **Mounting: Concealed, stainless-steel back bar or bracket assembly.**
 - 1) **Hold characters at manufacturer's recommended distance from wall surface.**
 - c. **Typeface: Match campus standard.**
7. **Acceptable Manufacturers:**
 - a. **A. R. K. Ramos.**
 - b. **ASI-Modulex, Inc.**
 - c. **Gemini Incorporated.**
 - d. **Matthews International Corp..**
 - e. **Metal Arts; Div. of L&H Mfg. Co.**
 - f. **Southwell Company (The).**
 - g. **Approved equal.**

2.03 MATERIALS

- A. ~~Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.~~
- B. **Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304 stretcher-leveled standard of flatness.**

2.04 ACCESSORIES

- A. **Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following:**
 1. **Use concealed fasteners and anchors unless indicated to be exposed.**
 2. **For exterior exposure, furnish stainless-steel devices unless otherwise indicated.**

- B. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.
 - 1. Projecting Studs: Threaded studs with sleeve spacer, welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.
- C. Mounting Hardware: Non-corrosive, concealed fasteners and mounting brackets as designed by manufacturer to suit mounting conditions.

2.05 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 - 1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
 - 2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 - 3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
 - 4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
 - 5. Internally brace dimensional characters for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners.
 - 6. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
 - 7. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.
- B. Fabricated Characters and Symbols: Cut components from solid sheet and plate material. Produce smooth, even, flat surfaces, and precisely cut lines and edges.

2.06 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.07 FINISH

- A. ~~Clear Anodic Finish: AAMA 611, Class I, 0.018 mm or thicker.~~
- B. **Stainless Steel: No. 4 (bright directional finish).**

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
 - 3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Mounting Methods:
 - 1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
 - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.
 - b. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.
- C. Install in accordance with manufacturer's instructions.
- D. Provide heavy-weight paper template to establish character spacing and to locate holes for fasteners.
- E. Mounting: Mount characters and symbols at projection distance of 1/4 inch from wall surface.
- F. Locate character composition on wall surface, level.

3.03 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed characters and signs that do not comply with specified requirements. Replace characters with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION