

SECTION 00 01 00

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**DIVISION 1: GENERAL REQUIREMENTS**

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## SUBSTITUTION REQUEST FORM

**Note:** Failure to complete this form with complete and accurate information in a timely manner will nullify any request for substitution.

TO: \_\_\_\_\_

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

We hereby submit for your consideration the following product(s), material(s), and/or detail(s) instead of the specified item per the contract documents for the above indicated project and the following specified reference:

<u>ITEM DESCRIPTION</u>	<u>SPEC SECTION</u>	<u>SPEC PARAGRAPH</u>	<u>DRAWINGS</u>
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Proposed Substitution: \_\_\_\_\_

- a. Attach complete technical data, including laboratory tests, if applicable.
- b. Include complete information on changes to Drawings and/or Specifications, which proposed substitution would require for its proper installation.
- c. Submit with this request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature and test reports to indicated equality in performance.
- d. Upon submitting any substitution, the Contractor and/or Subcontractors certify that the substituted product does not contain detectable amounts of asbestiform minerals and/or lead compounds in concentrations greater than 1/10<sup>th</sup> of 1% (0.1%).

Fill in blanks below:

- A. Does the proposed substitution affect dimensions indicated on Drawings?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

- B. Will the undersigned pay for changes to the building design, including design, engineering and processing costs caused by the proposed substitution?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

C. Does the proposed substitution have an effect on other trades?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_

D. Does the proposed substitution have an effect on applicable code requirements?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_

E. Outline differences between proposed substitution and specified item:

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

F. Are the manufacturer's guarantees of the proposed substitution the same as the specified item?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_

G. Is the proposed substitution listed with and conform to the same requirements of the same testing agencies as the specified item, such as ICBO, ASTM, etc.?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_

Has the proposed substitution been accepted by DSA?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_

### **CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY**

**FOR EQUAL PERFORMANCE BY CONTRACTOR**

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Firm Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

Remarks: \_\_\_\_\_

\_\_\_\_\_

.....

**For Use By Design Consultant**

\_\_\_\_\_ Accepted \_\_\_\_\_ Accepted As Noted \_\_\_\_\_ Not Accepted

\_\_\_\_\_ Received Too Late \_\_\_\_\_ Approved as Alternate – See Bid Form

**NOTICE TO DESIGN-BUILD ENTITIES**

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**NOTICE IS HEREBY GIVEN** that the Peralta Community College District ("District") of Oakland, California, acting through its Governing Board, hereinafter referred to as the District, will accept proposals for the award of a Design Build Project.

**PCCD PROJECT NO. 20-21/06  
BERKELEY CITY COLLEGE- 2118 MILVIA STREET PROJECT**

Each proposal must conform to and be responsive to the contract documents and be submitted on a form furnished by the District. Proposals can only be submitted by those Design-Build Entities who have been invited to submit proposals for this Project. The following firms are hereby invited to submit proposals:

1. Blach Construction Co. & Mark Cavagnero Associates
2. Turner Construction Co. & Gould Evans, Inc.
3. XL Construction Corp. & Ratcliff Architects

**DETERMINATION OF BEST VALUE:** The District will review proposals and request that the three (3) firms participate in an interview process. If the Contract is to be awarded, District will award the Contract to the responsive Design-Build Entity whose proposal is determined to provide the Best Value to the District. District shall provide Document 00 51 03 Notice of Award within one hundred twenty (120) calendar days of Proposal submission. District's written decision shall support the award of the Contract by stating the basis of the award.

**THIS IS A LABOR AGREEMENT PROJECT:** This project is subject to the terms of the Program Labor Agreement (PLA) executed between the Peralta Community College District and the Building and Construction Trades Council of Alameda County, AFL-CIO . Copies of the PLA are available as part of the DBE-RFP package, Appendix D.

**PREVAILING WAGE:** The successful proposer shall be required to pay its workers on this project a sum not less than the general prevailing wage rate of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the project is performed as provided under California Labor Code section 1770 et sec. The District has determined the prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work in the locality in which this project is to be performed for each craft, classification or type of work needed to execute the work.

Design-Build Entity shall be required to post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

**This project is a Public Works Project.** All Contractors and Subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1773.3 for monitoring of labor compliance with DIR. For complete information, refer to the following link: [www.dir.ca.gov/public-works/SB854.html](http://www.dir.ca.gov/public-works/SB854.html)

**SUBSTITUTION OF SECURITIES:** District will permit successful Proposer to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00 57 00 (Escrow Agreement in Lieu of Retention), in accordance with California

Public Contract Code, Section 22300. By this reference, Document 00 57 00 (Escrow Agreement in Lieu of Retention) is incorporated in full in this Document 00 11 13.

**RESTRICTIONS ON SUBSTITUTIONS AND SOLE SOURCE ITEMS:** As a limitation on Proposer's privilege to substitute "or equal" items, District has found that certain items are designated as District standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, District will not permit substitution. Such items are described in the Bidding Documents.

The Peralta Community College District is an equal opportunity employer.

**Board of Trustees  
Peralta Community College District  
Leigh Sata, Executive Bonds Manager**

**Published:** November 23, 2020

**END OF DOCUMENT**

## SECTION 00 26 40

### RULES AND PROCEDURES FOR DISCUSSIONS AND NEGOTIATIONS

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#### PART 1 - GENERAL

##### 1.1 SUMMARY

- 1.1.1 This section provides the rules and procedures by which the District will discuss and negotiate a design build contract with the Proposers whose proposals were determined to be the most advantageous pursuant to the best value method.
- 1.1.2 Pursuant to the Request for Proposal, the Proposers acknowledged and agreed that by signing their proposal, the District chooses to reserve for itself the right to discuss and negotiate a design build contract with the Proposers to determine which proposal is most advantageous to the District would be awarded the contract.
- 1.1.3 Upon reserving this right, District is required under California Education Code section 17250.25(a)(2)(C)(v) to provide the rules and procedures it shall observe to ensure that any discussions or negotiations to determine the most advantageous proposal are conducted in a fair and impartial manner.

##### 1.2 RULES AND PROCEDURES

- 1.2.1 Preliminary Completeness Review. As part of the preliminary completeness review process the District may, in its sole discretion, discuss any apparently patently defective or non-responsive Proposal with the submitting Proposer to clarify or correct any errors by the District in reviewing the proposal, to request additional clarifying, instructive, advisory, or corrective information, and to otherwise determine whether a defect may be waived as inconsequential.
- 1.2.2. Technical Review. During the detailed technical review of Proposers' proposals the District may, in its sole discretion, submit written and/or oral questions to the Proposers regarding their proposals. Proposers must answer the District's questions in writing. The technical review question and answer process is not to be treated as an opportunity for Proposers to change or supplement their proposals; it is intended to make clear, refine or otherwise explain elements of the Proposers' technical proposals.
- 1.2.3. Technical Review Presentations. Should the District elect to require Proposers to make detailed technical presentations regarding the essential elements of their Proposals, on one or more Evaluation Factor Categories, the District may, in its sole discretion, ask questions of the presenters regarding the presentation topic and/or its relationship to other elements of the Proposal.
- 1.2.4. Requests for Supplemental Information and Proposals. The District has reserved the right to request supplemental information and proposals from the Proposers. If the District elects, in its sole discretion, to make a request for supplemental material from any Proposer, the District will make a similar request of all Proposers, with equal time for response given to all Proposers.



- 1.2.5. Best and Final Offer. The District may, at its sole option, either accept a Proposer's proposal by award of a contract or enter into further discussions with one or more Proposers whose proposals are deemed to be reasonably susceptible of being considered for award. After discussions are concluded or as part of on-going contract negotiations, the District may, in its sole discretion, request a "Best and Final Offer" from one or more Proposers for consideration by the District.
- 1.2.6. Proposal Evaluations. The District will evaluate responsive Proposers' written proposals and assign each proposal a score pursuant to the scoring criteria described in the Request for Proposal. If there is any conflict between these Rules and the Request for Proposals, the Request for Proposals shall prevail. Special attention should be noted that the following minimum factors collectively represent at least fifty percent (50%) of the total weight of consideration given to all criteria factors in this RFP. The proposals will be ranked from lowest to highest score based on the District's evaluation of all criteria.
- 1.2.7. Evaluation Panel(s). The District will assemble one or more Evaluation Panels to evaluate the technical components of the Proposals. Evaluation Panels may be composed of members of the Project's construction management team, District's designated contract negotiator(s), specialists from the District's Risk Management Department, the District's Legal Office or authorized Special Counsel to the District, and other qualified individuals whose participation the District determines is necessary or appropriate.
- 1.2.8. Interview/Presentation Panel. The District will assemble an Interview/Presentation Panel, whose members will be similar to that of the Evaluation Panel(s) and who will score the Proposers presentations of their Proposals. Interview/Presentation Panel members will not know the initial score or rankings of the proposals assigned by the Evaluation Panel(s); if such knowledge comes to them, they will be replaced on the panel by a person of equivalent or higher level. The Interview/Presentation Panel will meet separately with each Proposer for the presentation of their proposal. Each Proposer will be asked to give a short proposal overview. To the maximum extent practical, each Proposer will address the major concerns of the Interview/Presentation Panel, and should be prepared to answer any questions that may arise as a result of the presentation. The Proposers will be chosen by lot to determine the order of presentations. Proposers will bring no more than six (6) representatives to the panel. Proposers representatives will be comprised of the team as noted in the DBE proposal only. No management nor business developing personnel allowed on the presentation team. Proposer's representatives may make a visual presentation; they may bring copies of their proposal.
- 1.2.9. Interview/Presentation Panel Scoring. Upon completion of each interview/presentation, each member of the Evaluation Panel will separately and confidentially score each Proposer on all criteria. The District will receive the panel member's scores, and combine them with the Proposers' scores for all Evaluation Factor Categories to come to a total score. The proposals will be re-ordered, if necessary, from lowest to highest. Upon re-ordering, the Proposers with the two highest scores will be contacted, and negotiations may commence to determine which proposal is the most advantageous to the District. If there is a tie between the 2<sup>nd</sup> and 3<sup>rd</sup> proposals, then negotiations will commence by and among the top three proposals and the District.

- 1.2.10. Contract Negotiations. The District will assemble a Contract Negotiation Team to engage the Proposer with the highest ranked proposal. The District may, in its sole discretion, conduct concurrent negotiations with the Proposer having the second highest ranked proposal. Upon successful conclusion of negotiations, the District will notify the Proposer having the proposal that is the most advantageous to the District.

1.3. CONE OF SILENCE.

- 1.3.1 "Cone of Silence" means a prohibition on any communication, oral or written, regarding particular Requests for Proposals (RFP), bids, proposals, contract negotiations, or other competitive solicitations between:

1.3.1.1 Any person who seeks an award of the Project from the District, including a Proposer or Proposer's representative, and

1.3.1.2 Any person appointed to evaluate or recommend selection in such procurement process.

- 1.3.2 Notwithstanding the foregoing, the Cone of Silence shall not apply to communications with, among or between the Project Manager, Criteria Architect, Construction Manager, and District Special Counsel and their respective staff, or with designated staff who are not serving on an Evaluation Panel or the Interview/Presentation Panel, to obtain clarification or information concerning the subject solicitation. Further, nothing herein shall prohibit District employees or representatives from communicating with each other. For purposes of this section, "Proposer's representative" means an employee, partner, officer, or director of a Proposer, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a Proposer.

- 1.3.3 A Cone of Silence applies to this procurement as of the date this section is issued conformed for release. The Cone of Silence shall terminate at the time the SFUSD Board of Education votes to award or approve a contract, to reject all bids or responses, or otherwise take action that ends the solicitation.

- 1.3.4 Nothing contained herein shall prohibit any prequalified Proposer or any Proposer's representative:

1.3.4.1 from making public presentations at duly noticed pre-bid conferences or before duly noticed Evaluation Panel and/or Interview/Presentation Panel meetings;

1.3.4.2 from engaging in contract negotiations with the District;

1.3.4.3 from making a public presentation to the Board of Trustees during any duly noticed public meeting; or

1.3.4.4 from communicating in writing with any District employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

- 1.3.5 Nothing contained herein shall prohibit the Project Manager or other respective staff from initiating contact with a prequalified Proposer or Proposer's representative and subsequent communications related thereto for the purpose of obtaining further information regarding the RFP, bid, or competitive solicitation or as otherwise permitted by this Section. For purposes of this Section and when not otherwise precluded by the operation of this Section from doing so, the Project Manager or designee shall accept communications from prequalified Proposers or Proposer's representatives while a Cone of Silence is applicable to this competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable evaluation, including any response thereto.
- 1.3.6 The District's Legal Office shall be informed of any person who is alleged to have violated the requirements of this Section. In each such instance, an investigation may be performed and the results of each investigation including a determination of violation, if any, shall be compiled in a report.
- 1.3.6.1 If there is a determination of violation, the District reserves the right to reprimand, penalize in the form of lower ranking or points, or entirely disqualify the Proposer who committed the violation from further consideration for the pending competitive solicitation.
- 1.3.6.2 A copy of the report, including a determination of violation, if any, and notice of the penalty imposed as provided for in this Section, if any, shall be immediately furnished or mailed to the Proposer or person who has been investigated.
- 1.3.5.4

## **END OF SECTION**

**EXISTING SITE CONDITIONS**

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1. This document sets forth the terms and conditions under which a Proposer may review, study, use or rely upon geotechnical data for, or areas near, the Project site (the "Site"), and existing conditions information concerning existing conditions at the Site. This document, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.
2. **REPORTS AND INFORMATION.**
  - 2.1 District, its consultants and prior contractors have collected documents that provide a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports near and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.
  - 2.2 Proposers must inspect all available geotechnical reports and all information regarding existing conditions provided by the District.
  - 2.3 The following reports and information regarding existing conditions and Underground Facilities at or contiguous to the Site are included with this RFP as reference documents: Refer to RFP document and District registry,
  - 2.4 The reports, documents, and information described herein are not part of the Contract Documents. However, for Proposer's convenience, copies of the documents have been provided with the Project Manual and Criteria Documents.
3. **USE OF INFORMATION ON EXISTING CONDITIONS.**
  - 3.1 Above-Ground Existing Conditions. Under no circumstances shall District be deemed to make a warranty or representation of visible existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by the Proposer by the performance of its own independent investigation, which the Proposer must perform prior to submitting a Proposal. The Proposer must not rely on the information supplied by District regarding existing above-ground conditions. By submitting a Proposal, Proposer represents and agrees it is not relying on any information regarding existing above-ground conditions supplied by District to the extent such conditions are verifiable by reasonable independent investigation.
  - 3.2 Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to District by others (e.g., the owners or builders of such Underground Facilities or others). For those Underground Facilities that are owned by District, District will be responsible for the accuracy of information regarding Underground Facilities and for any conditions that materially differ from those indicated in the information provided by the District, provided that Proposer has conducted an independent review of the information provided by the District and discrepancies were not apparent. Proposer is responsible for understanding and interpreting all information on Underground Facilities other than those owned by District and

District agrees that Proposer is not responsible for the accuracy of such information or reports. In reviewing any information regarding Underground Facilities, Proposer is responsible for making all reasonable interpretations and drawing all reasonable conclusions from that information but shall be solely responsible for any unreasonable interpretations or conclusions drawn therefrom. Compensation to the Design Builder for unknown differing site conditions shall be allowed as is provided for in the Contract Documents.

#### **4. LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION.**

- 4.1 Geotechnical Data. By submitting a Proposal, Proposer represents and agrees that in submitting its Proposal, it is not relying on any geotechnical data supplied by District, except as specifically set forth herein.
- 4.2 The Proposer may rely upon the accuracy of the “technical data” contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions and only if Proposer has conducted a thorough review of such technical data and discrepancies were not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:
  - 4.2.1 The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration.
  - 4.2.2 The term “technical data” does not include, and the Proposer may not rely upon, any other data, interpretations, opinions, or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
  - 4.2.3 The term “technical data” shall not include the location of Underground Facilities.
  - 4.2.4 The Proposer may not rely on the completeness of reports and drawings for design or construction. The Proposer may rely upon the general accuracy of the “technical data” contained in such reports or drawings.
  - 4.2.5 The Proposer is responsible for making reasonable interpretations of technical data and reports. The Proposer is solely responsible for any unreasonable interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions or information contained in supplied geotechnical data. However, compensation for unknown differing site conditions shall be allowed as is provided for in the Contract Documents.

#### **5. INVESTIGATIONS.**

- 5.1 Before submitting a Proposal, each Proposer shall conduct its own visual inspection of the Site and will be responsible for performing its own Geotechnical Investigation and report all other investigations that Proposer deems are necessary to make its Proposal and for performing and furnishing Work in accordance with the time, price and other terms and conditions of the Contract Documents. Proposer may rely upon the geotechnical and existing conditions data provided by the District only to the extent the Proposer’s geotechnical engineer

deems appropriate in the exercise of its professional judgment. The design shall not be developed based solely upon the information provided by the District.

Each Proposer will be responsible for obtaining and reviewing such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise, as deemed necessary by its geotechnical engineer, that may affect structural design, 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 the Proposer and safety precautions and programs incident thereto, and for performing reasonable on-site inspections for visible conditions, which the Proposer deems necessary to make its Bid and for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

Each Proposer shall conduct its own Hazardous Material Survey the Proposer deems necessary for the performance of its work.

**6. ACCESS TO SITE.**

6.1 Subject to District approval and reasonable scheduling, District will provide each Proposer access to the Site to conduct such examinations and investigations as each Proposer deems necessary for submission of its Proposal.

7. Section 01 88 20 (Miscellaneous Hazardous Materials Performance Requirements) describes hazardous material information included with the Request for Proposal Documents and use of data therein.

**8. REPORTS AND INFORMATION.**

8.1 The District, its consultants, Contractors, and agents have prepared and are preparing documents providing a general description of the Project Site and identifying locations of known or suspected hazardous materials. The existing documents consist of surveys included in the Project Manual. Additional documents may be provided to Proposers in an Addendum.

8.2 The Project Site consists of the following:

The Work generally consists of the to construct the Title IX Locker Room renovation at Laney College for the Peralta Community College District, to be located at 900 Fallon Street, Oakland, CA 94607. The building was constructed circa 1968. The proposed modernization includes the same 21,800 SF below grade locker room space but upgrading its entirety, including a new architectural layout of the rooms.

The renovated building will promote interaction among the students, and the modernization of existing space will celebrate women and female athletes of Laney college, simplify access, reduce travel distance, improve security, support a diverse community, achieve Title IX compliance, and improve financial efficiency. The scope of work includes a new MEP system, HVAC system, fire protection system installation, and installation of new furniture, fixtures and equipment.

**9. USE OF DATA**

- 9.1 Data regarding the locations and types of hazardous materials was obtained for use of District and its consultants, Contractors, agents, and tenants for planning and design and are not part of the Contract Documents. Proposer may rely on this information for its accuracy regarding the locations of potentially hazardous materials related to the Work. The provisions of Section 4 (Limited Reliance Permitted on Certain Information) apply to any hazardous materials information. Compensation to the Design Builder for unknown differing site conditions, including conditions that differ materially from those indicated in the reports or surveys referred to herein, shall be allowed as provided in the Contract Documents.
- 9.2 District does not warrant and makes no representation regarding the accuracy, completeness or thoroughness of any information verifiable by visual inspection. By submitting a Proposal, Proposer represents and agrees that in submitting a Proposal it has reviewed the data regarding existing conditions supplied by District concerning the general location of potentially hazardous materials.

**10. INVESTIGATIONS.**

- 10.1 Before submitting a Proposal, each Proposer shall conduct its own visual inspection of the Site, and with the District's consent, shall perform other investigations that Proposer deems are necessary to make its Proposal and for performing and furnishing Work in accordance with the time, price and other terms and conditions of the Contract Documents.

**END OF DOCUMENT**

## SECTION 00 35 00

### LABOR COMPLIANCE PROGRAM

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#### SECTION I PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

State prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720 *et seq.*, and include, but are not limited to, such types of work as construction, alteration, demolition, repair, or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines the appropriate prevailing wage rates for particular construction trades and crafts by county.

1 A. Types of Contracts to Which Prevailing Wage Requirements Apply

As provided in California Labor Code sections 17250.30(d)(2) and (d)(3), the regulations adopted by the Department of Industrial Relations pursuant to subdivision (g) of Section 1771.5 of the Labor Code apply such that the District shall reimburse the department for its reasonable and directly related costs of performing prevailing wage monitoring and enforcement on public works projects pursuant to rates established by the department as set forth in subdivision (h) of Section 1771.5 of the Labor Code. In lieu of reimbursing the Department of Industrial Relations for its reasonable and directly related costs of performing, monitoring, and enforcement on public works projects, the District will continue operating its existing previously approved labor compliance program to monitor and enforce prevailing wage requirements on this project because the District entered into a collective bargaining agreement that binds all of the contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

#### SECTION II



## **JOB START MEETING**

After the District awards the contract, and prior to the commencement of the work, a Job Start meeting (Pre-Job conference) may be conducted by the Labor Compliance Officer (LCO) with the contractor and those subcontractors listed in its bid documents.

At that meeting, the LCO will discuss the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the District, and the prohibition against discrimination in employment.

The LCO will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements and will discuss in detail the following checklist items:

1. The contractor's duty to pay prevailing wages (Labor Code Section 1770 et seq.);
2. The contractor's duty to employ registered apprentices (Labor Code Section 1777.5);
3. The penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment (Labor Code Sections 1775, 1777.7, and 1813);
4. The requirement to maintain and submit copies of certified payroll records to the District, on a weekly basis, as required (Labor Code Section 1776), and penalties for failure to do so (Labor Code Section 1776(g)); the requirement includes and applies to all subcontractors performing work on the project even if their portion of the work is less than one-half of one percent (1/2 of 1%) of the total amount of the contract.
5. The prohibition against employment discrimination (Labor Code Sections 1735 and 1777.6; the Government Code; and Title VII of the Civil Rights Act of 1964, as amended);
6. The prohibition against taking or receiving a portion of an employee's wages (Labor Code Section 1778) (kickback);
7. The prohibition against accepting fees for registering any person for public works (Labor Code Section 1779) or for filing work orders on public works (Labor Code Section 1780);
8. The requirement to list all subcontractors that are performing one-half of one percent of the total amount of the contract (Public Contract Code Section 4100 et seq.);
9. The requirement to be properly licensed and to require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed (Labor Code Section 1021 and under California Contractors License Law, also, see Business and Professions Code Section 7000, et seq.);
10. The prohibition against unfair competition (Business and Professions Code Sections 17200-17208);
11. The requirement that the contractor and subcontractor be properly insured for Workers' Compensation (Labor Code Section 1861); and

12. The requirement that the contractor abide by the Occupational Safety and Health laws along with all regulations that apply to the project.

It will be the DBE's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

### **SECTION III REVIEW OF CERTIFIED PAYROLL RECORDS**

#### **A. Certified Payroll Records Required**

The DBE and each subcontractor shall maintain payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter for all trades workers working on the project. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, and actual wages paid.

##### **1. Submittal of Certified Payroll Records**

The DBE and each subcontractor shall maintain weekly certified payroll records for submittal to the Peralta Community College District LCO as required. The DBE shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the DBE or each subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed.

Time cards, front and back copies of cancelled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by the Labor Compliance Officer at any time and shall be provided within 10 days following the receipt of the request.

##### **2. Full Accountability**

Each individual, laborer or craftsperson working on the project must appear on the payroll. The basic concept is that the employer who pays the trades worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done.

The DBE shall provide the records required under this section to the District within five (5) days of each payday, and make them available for inspection by the Department of Industrial Relations, and shall permit representatives of each to interview trades workers during working hours on the project site.

### 3. Responsibility for Subcontractors

DBE shall be responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, DBE is responsible for Labor Code violations of its subcontractors in accordance with Labor Code section 1775.

### 4. Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts, that are due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the DBE as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day and 40 hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage determination.

### B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the DBE as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on the project unless they are paid full prevailing wage rates as journeypersons.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship committee for each apprenticeable

craft or trade in the area of the Project;

2. Request dispatch of apprentices from the applicable Apprenticeship Program(s) and employ apprentices on public works projects in a ratio to journeypersons which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyperson work; and
3. Contribute to the applicable Apprenticeship Program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. If payments are not made to an Apprenticeship Program, they shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.

If the DBE is registered to train apprentices, it shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The DBE/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

1 C. Audit of Certified Payroll Records

Audits shall be conducted by the LCO, and shall also be conducted at the request of the Labor Commissioner to determine whether all trades workers on project sites have been paid according to the prevailing wage rates.

**END OF SECTION**

# **00 45 10**

## **CONTRACT DOCUMENTS**

**For the following design-build project:**

[Name Of] Project  
[Address]

**By and between**

Peralta Community College District  
Department of General Services  
333 East 8th Street  
Oakland, CA 94606

**And**

[Design/Builder]  
[Address]

Dated as of \_\_\_\_\_, 2020

**PAYMENT BOND**  
**Design/Builder's Labor & Material Bond**  
**(100% of Contract Price)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Peralta Community College District ("District") and [Design/Builder] ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**[Name Of] Project**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

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

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
By

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

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

\_\_\_\_\_  
Telephone No. of California Agent of Surety

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

END OF DOCUMENT



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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Peralta Community College District ("District") and [Design/Builder] ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**[Name Of] Project**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

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

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

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

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

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship,

and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

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

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

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

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

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

END OF DOCUMENT

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

PROJECT: **[Name Of] Project**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**HAZARDOUS MATERIALS**  
**PROCEDURES & REQUIREMENTS**

**1. Summary**

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

**2. Notice of Hazardous Waste or Materials**

- a. Design/Builder shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
  - (1) Material that Design/Builder believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Design/Builder's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Design/Builder, its Subcontractors, suppliers, or anyone else for whom Design/Builder is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Design/Builder's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Design/Builder in writing, stating reasons. If the District and Design/Builder cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Design/Builder shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Design/Builder does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in

Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Design/Builder stops Work in connection with any hazardous condition and in any area affected thereby, Design/Builder shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

### **3. Additional Warranties and Representations**

- a. Design/Builder represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Design/Builder represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Design/Builder represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Design/Builder accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

### **4. Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Design/Builder acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of

the Work by Design/Builder. In the event District elects to perform these activities and tests, Design/Builder shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Design/Builder will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Design/Builder may retain its own industrial hygiene consultant at Design/Builder's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Design/Builder relating to the Work and Design/Builder shall immediately provide that documentation upon request.

## **5. Compliance with Laws**

- a. Design/Builder shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Design/Builder represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
  - (1) The protection of the public health, welfare and environment;
  - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
  - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
  - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

- a. Design/Builder has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Design/Builder must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

- b. Design/Builder shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Design/Builder shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Design/Builder shall not use any disposal facility to which District has objected. Design/Builder shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## 7. **Permits**

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Design/Builder shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Design/Builder shall submit evidence satisfactory to District that it and any disposal facility:
  - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
  - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Design/Builder agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Design/Builder shall not conduct any Work involving asbestos-containing materials or PCBs unless Design/Builder has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Design/Builder. Design/Builder shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Design/Builder observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Design/Builder performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.



- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Design/Builder in securing the permit or giving the notice, but the Design/Builder shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

**8. Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

**9. Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Design/Builder knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

## **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

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

END OF DOCUMENT

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

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

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

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

**GENERAL INSTRUCTIONS**

Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year on District projects. Therefore, the Design/Builder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps Design/Builder took to solicit DVBE participation in conjunction with this Contract.

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

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

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

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

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

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

<b>CATEGORY</b>	<b>TELEPHONE NUMBER</b>	<b>DATE CONTACTED</b>	<b>PERSON CONTACTED</b>
The District, if any			*
OSB, which publishes a list of DVBE's; Internet Address: <a href="http://www.dgs.ca.gov/osbcr">http://www.dgs.ca.gov/osbcr</a>	(916) 323-5478 (916) 322-5060		*
DVBE Organization (List)			*

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

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

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

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

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

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

**CERTIFICATION**

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

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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



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

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

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## **TOBACCO-FREE ENVIRONMENT CERTIFICATION**

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

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

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## **HAZARDOUS MATERIALS CERTIFICATION**

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

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

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

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

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

Design/Builder has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## **LEAD-BASED MATERIALS CERTIFICATION**

This certification provides notice to the Design/Builder that:

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

### **1. Lead as a Health Hazard**

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

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

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

### **2. Overview of California Law**

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

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

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

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

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

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

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

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

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

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

#### **4. Design/Builder's Liability**

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

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

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

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

THE DESIGN/BUILDER HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

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

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

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

### **IMPORTED MATERIALS CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

## ROOFING PROJECT CERTIFICATION

This form shall be executed by all (1) architects, engineers, or roofing consultants who provide professional services and (2) contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school building where the project is either for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of:

<input type="checkbox"/> Architect	<input type="checkbox"/> Engineer
<input type="checkbox"/> Roofing Consultant	<input type="checkbox"/> Contractor
<input type="checkbox"/> Materials Manufacturer	<input type="checkbox"/> Vendor
<input type="checkbox"/> Other	

I, \_\_\_\_\_, \_\_\_\_\_, certify that I have not  
[Name] [Name of Firm]  
offered, given, or agreed to give, received, accepted, or agreed to accept, any gift,  
contribution, or any financial incentive whatsoever to or from any person in connection with  
the roofing project contract. As used in this certification, "person" means any natural  
person, business, partnership, corporation, union, committee, club, or other organization,  
entity, or group of individuals.

Furthermore, I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
[Name] [Name of Firm]  
certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_, and \_\_\_\_\_, have the following  
[Name] [Name of Firm]  
financial relationships with an architect, engineer, roofing consultant, materials  
manufacturer, distributor, or vendor, or other person in connection with the following roofing  
project contract (provide Name and Address of Building, and Contract Date and Number):

[illegible]



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

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

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

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

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

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

END OF DOCUMENT

## **SKILLED AND TRAINED WORKFORCE CERTIFICATION**

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

That I am a representative of the Design/Builder currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Design/Builder.

That Design/Builder and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by the Design/Builder or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Design/Builder or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

APPLICABLE DATES	% REQUIREMENT	EXCLUDED OCCUPATIONS
1/1/2016 – 12/31/2017	At least 30%	Teamster – 0%.
1/1/2018 – 12/31/2018	At least 40%	Teamster – 0%.
1/1/2019 – 12/31/2019	At least 50%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher. – At least 30% for each trade.
1/1/2020 – 12/31/2020	At least 60%	

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.
4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
  - a. During a calendar month, the Design/Builder or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
  - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

That Design/Builder and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- ☐ Using the form attached hereto, provide monthly reports to the District from the Design/Builder and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- ☐ Provide evidence that Design/Builder and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

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

Name of Design/Builder: \_\_\_\_\_

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

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

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

**SKILLED AND TRAINED WORKFORCE  
MONTHLY REPORT  
(COVER PAGE)**

NAME OF PROJECT: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

FOR THE MONTH OF: \_\_\_\_\_ 20\_\_

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling \_\_\_\_\_ attached page(s).**

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

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

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

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

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

**SKILLED AND TRAINED WORKFORCE  
MONTHLY REPORT  
(WORKSHEET)**

NAME OF PROJECT: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

FOR THE MONTH OF: \_\_\_\_\_ 20\_\_

**Page \_\_\_\_ of \_\_\_\_** (Duplicate as needed. Submit a separate Worksheet for each apprenticeable occupation in the building and construction trades utilized by contractor.)

**\*Apprenticeable occupation:** \_\_\_\_\_.

- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

☐ **Number of Skilled Journeypersons:**

1. Number of skilled journeypersons performing work in the apprenticeable occupation: \_\_\_\_\_
2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: \_\_\_\_\_

**Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation** (divide line 2 by line 1): \_\_\_\_\_ %

☐ **Number of Hours of Work Performed by Skilled Journeypersons:**

1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: \_\_\_\_\_
2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: \_\_\_\_\_

**Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation** (divide line 2 by line 1): \_\_\_\_\_ %

\*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

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

This Escrow Agreement ("Escrow Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Peralta Community College District ("District"), whose address is Department of General Services, 333 East 8th Street, Oakland, CA 94606, and \_\_\_\_\_ ("Design/Builder"), whose address is \_\_\_\_\_, and \_\_\_\_\_ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is \_\_\_\_\_.

For the consideration hereinafter set forth, District, Design/Builder, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Design/Builder has the following two (2) options:
  - ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. \_\_\_\_\_ entered into between District and Design/Builder for the \_\_\_\_\_ Project, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) dated, \_\_\_\_\_, 2020, (the "Contract"); **or**
  - ☐ On written request of Design/Builder, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

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

Securities shall be held in name of Peralta Community College District, and shall designate Design/Builder as beneficial owner.

2. District shall make progress payments to Design/Builder for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Design/Builder until the time that the escrow created under this Escrow Agreement is terminated. Design/Builder may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Design/Builder shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Design/Builder \$\_\_\_\_\_ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Design/Builder, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Design/Builder and shall be subject to withdrawal by Design/Builder at any time and from time to time without notice to District.
6. Design/Builder shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Design/Builder.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Design/Builder. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Design/Builder has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Design/Builder all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Design/Builder pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Design/Builder shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



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

On behalf of District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Design/Builder:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

On behalf of District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Design/Builder:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

END OF DOCUMENT

## **WARRANTY FORM**

\_\_\_\_\_ ("Contractor") hereby agrees that the \_\_\_\_\_  
\_\_\_\_\_ ("Work" of Contractor) which Contractor has installed for the Peralta  
Community College District ("District") for the following project:

### **[Name Of] Project**

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

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

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

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

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

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

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

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

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

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

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

Phone NO.: \_\_\_\_\_

END OF DOCUMENT

## **AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ by and between the Peralta Community College District ("District") and \_\_\_\_\_ ("Design/Builder"), whose place of business is \_\_\_\_\_.

### **RECITALS**

**WHEREAS**, District and Design/Builder entered into a Design-Build Contract for the following project: [Name Of] Project ("Contract" or "Project") in the County of Alameda, California.

**WHEREAS**, The Work under the Contract was completed on \_\_\_\_\_, 20\_\_\_\_ and a Notice of Completion was recorded with the County Recorder on \_\_\_\_\_, 20\_\_\_\_.

NOW, THEREFORE, it is mutually agreed between District and Design/Builder as follows:

### **AGREEMENT AND RELEASE**

1. Design/Builder will only be assessed liquidated damages as detailed below:

Original Guaranteed Maximum Price	\$ _____
Modified Guaranteed Maximum Price	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Design/Builder	\$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Design/Builder the undisputed sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
3. Design/Builder acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design/Builder against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

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

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

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

5. Consistent with California Public Contract Code section 7100, Design/Builder hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Design/Builder hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Design/Builder, including without limitation the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Design/Builder hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

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

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

PERALTA COMMUNITY COLLEGE DISTRICT:

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

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

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

DESIGN/BUILDER: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**NOTICE TO PROCEED WITH DESIGN**

---

Dated: \_\_\_\_\_

TO: **[name of Design-Build Entity]**  
**(Design-Build Entity)**

ADDRESS: **[address]**

PROJECT: **Berkeley Coty College - 2118 Milvia Street Project**  
**PCCD Project No. 20-21/06**

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 2021, for the Berkeley City College – 2118 Milvia Street Project. By that date, you are to start performing your design obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 50 00 Agreement, the date of Substantial Completion of is \_\_\_\_\_, **2024**, the date of Final Completion is \_\_\_\_\_, **2024**.

**Before you may start any Work at the site, you must:**

---

---

PERALTA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
[Name of Project Manager]  
Project Manager

**END OF DOCUMENT**

**NOTICE TO PROCEED WITH CONSTRUCTION**

Dated: \_\_\_\_\_

TO: **[name of Design-Build Entity]**  
**(Design-Build Entity)**

ADDRESS: **[address]**

PROJECT: **Berkeley City College – 2118 Milvia Street Project**  
**PCCD Project No. 20-21/06**

You are hereby authorized to start performing your construction obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 50 00 Form of Agreement, the date of Substantial Completion of [description of project increment] is \_\_\_\_\_, **20XX**, the date of Final Completion is \_\_\_\_\_, **20XX**.

**Before you may start any Work at the site, you must:**

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

PERALTA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
[Name of Project Manager]  
Project Manager

**END OF DOCUMENT**

**NOTICE OF AWARD**

---

Dated \_\_\_\_\_

TO: \_\_\_\_\_

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

---

CONTRACT FOR:

**PCCD Project No. 20-21/06  
2118 Milvia Street Project – Berkeley City College**

The Contract Sum of your contract is \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_).

1. DBE shall provide the District with one (1) electronic copy of the DB documents.
2. You must comply with the following conditions by 2:00 p.m. on [\_\_day\_\_\_\_], [\_\_date\_\_\_\_].
  - a. Deliver to District two fully executed counterparts of Section 00 50 00 (Form of Agreement).
  - b. Deliver to District one (1) original set of the insurance certificates with endorsements required under Article 15 of Section 00 50 00 (Agreement), along with one (1) original copy of the SEWUP Contract Enrollment Form for OCIP.
  - c. Project Labor Agreement (PLA): Agreed to Letter of Assent as set forth in Appendix D (Project Labor Agreement) in Section 00 50 00 (Form of Agreement). Submit one original.
3. 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.
4. Within ten (10) Days after you comply with the conditions in paragraph 2 of this Section 00 51 03, District will return to you one fully executed copy of Section 00 50 00 (Form of Agreement) from the Contract Documents.
5. Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.
6. Send all of the required above listed items to:

**Peralta Community College District  
Attn: John Hiebert / Purchasing Buyer**



**333 East 8th Street, Oakland, CA 94606**

PERALTA COMMUNITY COLLEGE DISTRICT  
("District")

BY: \_\_\_\_\_  
John Hiebert – District Purchasing Buyer

**END OF DOCUMENT**

**NOTICE OF INTENT TO AWARD DESIGN-BUILD CONTRACT**

---

DATE POSTED: [insert date]  
PROJECT NUMBER: **20-21/06**  
PROJECT TITLE: **BERKELEY CITY COLLEGE – 2118 MILVIA STREET PROJECT**

**Atheria Smith**, the **Executive Bonds Manager** of the Peralta Community College District, intends to recommend to the Board of Trustees of the Peralta Community College District on [Month Day, Year] the award of the above-referenced Project to **[Name of Design-build Entity]**.

If approved, a formal Notice of Award will be issued.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

[\_\_\_\_\_] ,  
[Name]  
[\_\_\_\_\_] ,  
[Title]

**END OF DOCUMENT**

**ESCROW BID DOCUMENTATION**

---

**1. Requirement to Escrow Bid Documentation**

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

## **2. Ownership of Escrow Bid Documentation**

- a. The Escrow Bid Documentation is, and shall always remain, the property of Design Builder, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Design Builder's business, known only to a limited extent and only by a limited number of employees of Design Builder, safeguarded while in Design Builder's possession, extremely valuable to Design Builder, and could be extremely valuable to Design Builder's competitors by virtue of it reflecting Design Builder's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

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

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

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

- a. The Escrow Bid Documentation shall be submitted by the Design Builder in a sealed container within seven (7) days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Design Builder's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Design Builder".
- b. By submitting Escrow Bid Documentation, Design Builder represents that the material in the Escrow Bid Documentation constitutes all of the documentary information used in preparation of the bid and that the Design Builder has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Design Builder's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Design Builder, shall provide separate Escrow Documents to be included with those of Design Builder. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Design Builder.
- d. If Design Builder wishes to subcontract any portion of the Work after award, District retains the right to require Design Builder to submit Escrow Documents for the subcontractor before the subcontract is approved.

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

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Design Builder for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all of the Escrow Bid Documentation and located conveniently to both District's and Design Builder's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Design Builder, at any time deemed necessary by either District or Design Builder, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Design Builder.

Examination of the Escrow Bid Documentation is subject to the following conditions:

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

- (2) District and Design Builder shall each designate, in writing to the other party seven (7) days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
  - (3) Access to the documents may take place only in the presence of duly designated representatives of both District and Design Builder. **If Design Builder fails to designate a representative or appear for joint examination on seven (7) days notice, then the District representative may examine the Escrow Bid Documentation alone upon an additional three (3) days notice if a representative of Design Builder does not appear at the time set.**
- c. The Escrow Bid Documentation will be returned to Design Builder at such time as the Contract has been completed and final settlement has been achieved.

**END OF SECTION**

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**GENERAL CONDITIONS**

**1. CONTRACT TERMS AND DEFINITIONS**

**1.1 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1.1.12.1** Notice to Bidders
- 1.1.12.2** Instructions to Bidders
- 1.1.12.3** Bid Form and Proposal
- 1.1.12.4** Bid Bond
- 1.1.12.5** Designated Subcontractors List
- 1.1.12.6** Site Visit Certification (if a site visit was required)
- 1.1.12.7** Non-Collusion Declaration
- 1.1.12.8** Notice of Award
- 1.1.12.9** Notice to Proceed
- 1.1.12.10** Agreement
- 1.1.12.11** Escrow of Bid Documentation
- 1.1.12.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.12.13** Performance Bond
- 1.1.12.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.12.15** General Conditions
- 1.1.12.16** Special Conditions (if applicable)
- 1.1.12.17** Project Labor Agreement (if applicable)
- 1.1.12.18** Hazardous Materials Procedures and Requirements
- 1.1.12.19** Workers' Compensation Certification
- 1.1.12.20** Prevailing Wage Certification
- 1.1.12.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.12.22** Drug-Free Workplace Certification (if applicable)
- 1.1.12.23** Tobacco-Free Environment Certification
- 1.1.12.24** Hazardous Materials Certification (if applicable)
- 1.1.12.25** Lead-Based Materials Certification (if applicable)
- 1.1.12.26** Imported Materials Certification (if applicable)
- 1.1.12.27** Sex Offender Registration Act Certification (if applicable)
- 1.1.12.28** Buy American Certification (if applicable)
- 1.1.12.29** Roofing Project Certification (if applicable)
- 1.1.12.30** Registered Subcontractors List
- 1.1.12.31** Iran Contracting Act Certification (if applicable)
- 1.1.12.32** Post Bid Interview

- 1.1.12.33** All Plans, Technical Specifications, and Drawings
- 1.1.12.34** Any and all addenda to any of the above documents
- 1.1.12.35** Any and all change orders or written modifications to the above documents if approved in writing by the District

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**1.1.28 Plans:** See **Drawings**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.1.48 State:** The State of California.

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

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

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

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

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

## **1.2 Laws Concerning the Contract**

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

## **1.3 No Oral Agreements**

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

#### **1.4      No Assignment**

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

#### **1.5      Notice and Service Thereof**

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

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

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

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

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

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

#### **1.6      No Waiver**

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

## **1.7      Substitutions for Specified Items**

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

## **1.8      Materials and Work**

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

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

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

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

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

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

**1.8.7**      Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any

materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

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

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

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

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

**2. [RESERVED]**

**3. ARCHITECT**

**3.1** The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to

reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

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

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

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

#### **4. CONSTRUCTION MANAGER**

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

**4.2** The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

#### **4.3 INSPECTOR, INSPECTIONS, AND TESTS**

##### **4.4 Project Inspector**

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

**4.4.2** No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project

Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

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

#### **4.5 Tests and Inspections**

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

**4.5.2** The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

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

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

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



#### **4.6 Costs for After Hours and/or Off Site Inspections**

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

### **5. CONTRACTOR**

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

#### **5.1 Status of Contractor**

**5.1.1** Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its agents, and employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

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

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

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

#### **5.2 Project Inspection Card(s)**

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

### **5.3 Contractor's Supervision**

**5.3.1** During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

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

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

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

### **5.4 Duty to Provide Fit Workers**

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

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

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

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

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

## **5.5 Field Office**

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

## **5.6 Purchase of Materials and Equipment**

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

## **5.7 Documents on Work**

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

### **5.7.2 Daily Job Reports.**

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

- 5.7.2.1.1** A brief description of all Work performed on that day.
- 5.7.2.1.2** A summary of all other pertinent events and/or occurrences on that day.
- 5.7.2.1.3** The weather conditions on that day.
- 5.7.2.1.4** A list of all Subcontractor(s) working on that day, including DIR registration numbers.
- 5.7.2.1.5** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 5.7.2.1.6** A complete list of all equipment on Site that day, whether in use or not.
- 5.7.2.1.7** A complete list of all materials, supplies, and equipment delivered on that day.

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

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

## **5.8 Preservation of Records**

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

## **5.9 Integration of Work**

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

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

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

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

**5.9.4** All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work.

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

## **5.10 Notifications**

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

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

## **5.11 Obtaining of Permits, Licenses and Registrations**

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

## **5.12 Royalties and Patents**

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

Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

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

### **5.13 Work to Comply With Applicable Laws and Regulations**

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

**5.13.1.1** National Electrical Safety Code, U. S. Department of Commerce

**5.13.1.2** National Board of Fire Underwriters' Regulations

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

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

**5.13.1.5** Industrial Accident Commission's Safety Orders, State of California

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

**5.13.1.7** Americans with Disabilities Act

**5.13.1.8** Education Code of the State of California

**5.13.1.9** Government Code of the State of California

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

**5.13.1.11** Public Contract Code of the State of California

**5.13.1.12** California Art Preservation Act

**5.13.1.13** U. S. Copyright Act

**5.13.1.14** U. S. Visual Artists Rights Act

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

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

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

#### **5.14 Safety/Protection of Persons and Property**

**5.14.1** The Contractor will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

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

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

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

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

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

**5.14.7** Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers,

lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

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

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

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

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

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

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

**5.14.14** All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

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

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



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

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

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

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

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

## **5.15 Working Evenings and Weekends**

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

## **5.16 Cleaning Up**

**5.16.1** The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor

shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

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

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

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

## **6. SUBCONTRACTORS**

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

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

**6.3** Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of

the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

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

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

**6.6** No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

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

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

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

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

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

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

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

## **7. OTHER CONTRACTS/CONTRACTORS**

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

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

**7.3** If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

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

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

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

those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

## **8. DRAWINGS AND SPECIFICATIONS**

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

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

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

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

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

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

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

**8.9** As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a

separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

## **9.9 Ownership of Drawings**

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

## **9. CONTRACTOR'S SUBMITTALS AND SCHEDULES**

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

### **9.01 Budgets**

**9.01.1** Within TEN (10) calendar days of the date of the Notice to Proceed the Contractor shall prepare and submit to the District for review and approval, in a form supported by sufficient data to substantiate its accuracy as the District may require, a detailed project **target budget**. This target budget shall be broken down by CSI section, with quantities and pricing for all labor, material & equipment shown. The target budget shall include line items for "Design contingency" and "Contractor contingency" below to cost of work subtotal.

**9.01.2 Budget Updates** shall be provided by DBE for District review and approval at 100% Design Development, 50% Construction Documents and 100% Construction Documents.

### **9.1 Schedule of Work, Schedule of Submittals, and Schedule of Values**

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

**9.1.1.1** Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

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

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

**9.1.1.2.1** Divided into at least the following categories:

- 9.1.1.2.1.1** Overhead and profit;
- 9.1.1.2.1.2** Supervision;
- 9.1.1.2.1.3** General conditions;
- 9.1.1.2.1.4** Layout;
- 9.1.1.2.1.5** Mobilization;
- 9.1.1.2.1.6** Submittals;
- 9.1.1.2.1.7** Bonds and insurance;
- 9.1.1.2.1.8** Close-out/Certification documentation;
- 9.1.1.2.1.9** Demolition;
- 9.1.1.2.1.10** Installation;
- 9.1.1.2.1.11** Rough-in;
- 9.1.1.2.1.12** Finishes;
- 9.1.1.2.1.13** Testing;
- 9.1.1.2.1.14** Punchlist and District acceptance.

**9.1.1.2.2** And also divided by each of the following areas:

- 9.1.1.2.2.1** Site work;
- 9.1.1.2.2.2** By each building;
- 9.1.1.2.2.3** By each floor.

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

- 9.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 9.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
- 9.1.1.2.3.3** Bonds and insurance combined to equal not more than 2%.
- 9.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## **9.2 Monthly Progress Schedule(s)**

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

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

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

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

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

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

### **9.3 Material Safety Data Sheets (MSDS)**

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

## **10. SITE ACCESS, CONDITIONS, AND REQUIREMENTS**

### **10.1 Site Investigation**

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

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

### **10.2 Soils Investigation Report**

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

**10.2.2** Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially

differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

### **10.3      Access to Work**

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

### **10.4      Layout and Field Engineering**

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

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

**10.4.3** Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

### **10.5      Utilities**

Utilities shall be provided as indicated in the Specifications.

### **10.6      Sanitary Facilities**

Sanitary facilities shall be provided as indicated in the Specifications.

### **10.7      Surveys**

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

## **10.8      Regional Notification Center**

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

## **10.9      Existing Utility Lines**

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

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

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

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

## **10.10    Notification**

Contractor understands, acknowledges and agrees that the purpose of prompt notification to the District pursuant to these provisions is to allow the District to

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

#### **10.11 Hazardous Materials**

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

#### **10.12 No Signs**

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

### **11. TRENCHES**

#### **11.1 Trenches Greater Than Five Feet**

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

#### **11.2 Excavation Safety**

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

#### **11.3 No Tort Liability of District**

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

#### **11.4 No Excavation without Permits**

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

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

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

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

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

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

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

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

## **12. INSURANCE AND BONDS**

### **12.1 Insurance**

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

#### **12.1.1 Commercial General Liability and Automobile Liability Insurance**

**12.1.1.1** Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations

coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

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

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

#### **12.1.2 Excess Liability Insurance**

**12.1.2.1** If Contractor's underlying policy limits are less than required, subject to the District's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein.

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

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

**12.1.3 Subcontractor(s):** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

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

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

**12.1.4.2** Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all

employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

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

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

#### **12.1.6 Pollution Liability Insurance**

**12.1.6.1** Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Contractor shall procure and maintain these coverages separately.

**12.1.6.2** Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

**12.1.6.3** If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an



approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

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

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

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

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

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

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

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

**12.1.7.2.4** All endorsements shall waive any right to subrogation against any of the named additional insureds.

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

**12.1.7.2.6** Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

**12.1.7.3** No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a

description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

**12.1.7.1** Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

**12.1.7.2** Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

**12.1.7.3** The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

**12.1.7.4** Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

#### **12.1.8 Insurance Policy Limits**

**12.1.8.1** Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<b>Professional Liability</b>		<b>\$5,000,000</b>
<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	<b>\$5,000,000 per occurrence; \$10,000,000 aggregate</b>
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$2,000,000
<b>Workers' Compensation</b>		Statutory limits pursuant to State law
<b>Employers' Liability</b>		\$5,000,000
<b>Builder's Risk (Course of Construction)</b>		Replacement Cost

<b>Pollution Liability</b>		\$1,000,000 per claim; \$2,000,000 aggregate
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**12.1.8.2** If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

## **12.2 Contract Security - Bonds**

**12.2.1** Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

**12.2.1.1** Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

**12.2.1.2** Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

**12.2.2** Cost of bonds shall be included in the Bid and Contract Price.

**12.2.3** All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

## **13. WARRANTY/GUARANTEE/INDEMNITY**

### **13.1 Warranty/Guarantee**

**13.1.1** The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

**13.1.2** In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

**13.1.2.1** The acceptance by the District's governing board of the Work, subject to these General Conditions, or

**13.1.2.2** The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from

date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

**13.1.3** If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

**13.1.4** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

**13.1.5** Nothing herein shall limit any other rights or remedies available to District.

## **13.2 Indemnity and Defense**

**13.2.1** To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

**13.2.2** To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

**13.2.3** Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

**13.2.4** Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

**13.2.5** In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**13.2.6** The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and

Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

**13.2.7** The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

## **14. TIME**

### **14.1 Notice to Proceed**

**14.1.1** District may issue a Notice to Proceed within one hundred twenty (120) 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.

**14.1.2** In the event that the District desires to postpone issuing the Notice to Proceed beyond One hundred twenty (120) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

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

### **14.2 Computation of Time / Adverse Weather**

**14.2.1** The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

**14.2.1.1** The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

**14.2.1.2** Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

**14.2.1.3** The Contractor's crew is dismissed as a result of the Adverse Weather;

**14.2.1.4** Said delay adversely affects the critical path in the Construction Schedule; and

**14.2.1.5** Exceeds twelve (12) days of delay per year.

**14.2.2** If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

**14.2.3** The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

**14.2.4** The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

### **14.3 Hours of Work**

#### **14.3.1 Sufficient Forces**

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

#### **14.3.2 Performance During Working Hours**

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

#### **14.3.3 No Work during 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 tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

### **14.4 Progress and Completion**

#### **14.4.1 Time of the Essence**

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

#### **14.4.2 No Commencement Without Insurance or Bonds**

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

#### **14.5      Schedule**

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

#### **14.6      Expeditious Completion**

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

### **15.      EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

#### **15.1      Liquidated Damages**

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

**Liquidated damages are \$3,000/calendar day after substantial completion.**

#### **15.2      Excusable Delay**

**15.2.1** Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

**15.2.2** Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following



submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

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

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

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

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

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

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

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

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

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

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

**15.3.2.4** The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and

**15.3.2.5** Contractor timely complies with the claims procedure of the Contract Documents.

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

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

### **16.      CHANGES IN THE WORK**

#### **16.1      No Changes Without Authorization**

**16.1.1** There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

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

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

**16.1.4** A Change Order or Construction Change Directive will become effective when approved by the Board, notwithstanding that Contractor has not signed it. A Change Order or Construction Change Directive will become effective without Contractor's signature provided District indicates it as a "Unilateral Change Order". Any dispute as to the adjustment in the Contract Price or Contract Time, if any, of the Unilateral Change Order shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

**16.1.5** Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

## **16.2 Architect Authority**

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

## **16.3 Change Orders**

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

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

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

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

## **16.4 Construction Change Directives**

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

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

## **16.5 Force Account Directives**

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

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

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

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

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

**16.5.6** The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

**16.5.7** In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account

Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

## **16.6 Price Request**

### **16.6.1 Definition of Price Request**

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

### **16.6.2 Scope of Price Request**

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

## **16.7 Proposed Change Order**

### **16.7.1 Definition of Proposed Change Order**

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

### **16.7.2 Changes in Contract Price**

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

### **16.7.3 Changes in Time**

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

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

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

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

Contractor shall submit its PCO within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO

#### **16.7.6 Proposed Change Order Certification**

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

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

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## 16.8 Format for Proposed Change Order

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

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully encumbered)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (f)		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Bond and Insurance</u></b> , not to exceed one and a half percent (1.5%) of Item (h)		
(j)	<b><u>TOTAL</u></b>		
(k)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b>____ Calendar Days</b>	

	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully encumbered)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add Bond and Insurance</u></b> , not to exceed one and a half percent (1.5%) of Item (f)		
(h)	<b><u>TOTAL</u></b>		
(i)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b>____ Calendar Days</b>	

**16.8.2 Labor.** Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, not to exceed prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, plus employer payments of payroll taxes and insurance, health and welfare, pension,

vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent.

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

**16.8.4 Equipment.** As a precondition for the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of



Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

**16.8.5 Overhead and Profit.** The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, general conditions costs and home office expenses.

## **16.9 Change Order Certification**

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

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

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

**16.9.2** Accord and Satisfaction: Contractor's execution of any Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.

## **16.10 Determination of Change Order Cost**

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

**16.10.1.1** District acceptance of a PCO;

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

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

**16.11 Deductive Change Orders**

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

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

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

**16.13 Discounts, Rebates, and Refunds**

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

**16.14 Accounting Records**

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

records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

**16.15     Notice Required**

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

**16.16     Applicability to Subcontractors**

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

**16.17     Alteration to Change Order Language**

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

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

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

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## **17. REQUEST FOR INFORMATION**

**17.1** Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

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

## **18. PAYMENTS**

### **18.1 Contract Price**

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

### **18.2 Applications for Progress Payments**

#### **18.2.1 Procedure for Applications for Progress Payments**

##### **18.2.1.1 Application for Progress Payment**

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

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

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

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

**18.2.1.1.1.4** A certification that the As-Builts and annotated Specifications are current;

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

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

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

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

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

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

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

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

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

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

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

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

**18.2.1.1.1.16** All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

**18.2.1.1.1.16.1** Contractor and/or its Subcontractor(s) provide electronic CPRs weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the DIR, or within ten (10) days of any request by the District or the DIR, and

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

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

## **18.2.2 Prerequisites for Progress Payments**

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

**18.2.2.1.1** Installation of the Project sign;

**18.2.2.1.2** Installation of field office;

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

**18.2.2.1.4** Schedule of Values;

**18.2.2.1.5** Contractor's Construction Schedule;

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

**18.2.2.1.7** Submittal Schedule;

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

**18.2.2.1.9** Copies of necessary permits;

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

**18.2.2.1.11** Initial progress report;

**18.2.2.1.12** Surveyor qualifications;

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

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

**18.2.2.1.15** All bonds and insurance endorsements; and

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

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

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

### **18.3 Progress Payments**

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

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

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

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

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

**18.3.1.2** The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge,

information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

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

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

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

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

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

### **18.3.2     Payments to Contractor**

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

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

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

### **18.3.3     No Waiver**

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



## **18.4      Decisions to Withhold Payment**

### **18.4.1      Reasons to Withhold Payment**

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

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

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

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

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

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

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

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

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

**18.4.1.9** Failure of the Contractor to maintain As-Builts.

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

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

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

**18.4.1.13** Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the

Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

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

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

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

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

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

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

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

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

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

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

#### **18.4.2     Reallocation of Withheld Amounts**

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

**18.4.2.2** If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and,

without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

#### **18.4.3 Payment After Cure**

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

### **18.5 Subcontractor Payments**

#### **18.5.1 Payments to Subcontractors**

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

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

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

#### **18.5.3 Joint Checks**

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

## **19. COMPLETION OF THE WORK**

### **19.1 Completion**

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

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

**19.1.3** District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

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

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

### **19.2.1 Punch List**

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

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

#### **19.2.2.1 Utility Connections**

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

#### **19.2.2.2 Record Drawings and Record Specifications**

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

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

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

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

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

**19.2.2.5 Verified Reports:** Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

### **19.3 Final Inspection**

**19.3.1** Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

**19.3.2** Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

#### **19.3.3 Final Inspection Requirements**

**19.3.3.1** Before calling for final inspection, Contractor shall determine that the following have been performed:

**19.3.3.1.1** The Work has been completed.

**19.3.3.1.2** All life safety items are completed and in working order.

**19.3.3.1.3** Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

**19.3.3.1.4** Electrical circuits scheduled in panels and disconnect switches labeled.

**19.3.3.1.5** Painting and special finishes complete.

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

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

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

**19.3.3.1.9** Broken glass replaced and glass cleaned.

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

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

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

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

#### **19.4      Costs of Multiple Inspections**

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

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

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

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

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

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

### **19.5.3    No Waiver**

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

## **20.    FINAL PAYMENT AND RETENTION**

### **20.1        Final Payment**

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

### **20.2        Prerequisites for Final Payment**

The following conditions must be fulfilled prior to Final Payment:

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

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

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

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

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

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

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

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

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

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

### **20.3 Retention**

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

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

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

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

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

### **20.4 Substitution of Securities**

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

## **21. UNCOVERING OF WORK**

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

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

### **22.1 Nonconforming Work**

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



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

## **22.2 Correction of Work**

### **22.2.1 Correction of Rejected Work**

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

### **22.2.2 One-Year Warranty Corrections**

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

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

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

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

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

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

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

## **23. TERMINATION AND SUSPENSION**

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

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

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

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

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

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

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

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

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

**23.2.1.6** Contractor persistently disregards laws, or ordinances, or instructions of District; or

**23.2.1.7** Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**23.2.1.8** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

## **23.2.2 Notification of Termination**

**23.2.2.1** Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

**23.2.2.2** Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

**23.2.2.2.1** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

**23.2.2.2.2** Commences performance of this Contract within three (3) days from date of serving of its notice to District.

**23.2.2.3** Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

**23.2.2.4** If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

### **23.3      Termination of Contractor for Convenience**

**23.3.1**      District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

**23.3.2**      Upon notice, Contractor shall:

**23.3.2.1**    Cease operations as directed by the District in the notice;

**23.3.2.2**    Take necessary actions for the protection and preservation of the Work as soon as possible; and

**23.3.2.3**    Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**23.3.3**      Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

**23.3.4**      Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

### **23.4      Effect of Termination**

**23.4.1**      Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

**23.4.2**      In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

**23.4.3**      In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

**23.4.4**      In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

**23.4.5** If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

**23.4.6** The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

**23.4.7** The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

## **23.5 Emergency Termination of Public Contracts Act of 1949**

**23.5.1** This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

**23.5.1.1** Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

**23.5.1.2** Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

**23.5.2** Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion,

in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

## **23.6      Suspension of Work**

**23.6.1**      District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

**23.6.1.1**      An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

**23.6.1.1.1**      That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

**23.6.1.1.2**      That an equitable adjustment is made or denied under another provision of the Contract; or

**23.6.1.1.3**      That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

**23.6.1.2**      Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

## **24.      CLAIMS PROCESS**

### **24.1      Obligation to File Claims for Disputed Work**

**24.1.1**      Should Contractor otherwise seek extra time or compensation for any reason whatsoever ("Disputed Work"), then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17. A Notice of Potential Change or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 25 within the time limits set forth herein.

**24.1.2**      Contractor's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

## **24.2      Duty to Perform during during Claims Process**

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

## **24.3      Definition of a Claim**

**24.3.1** Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor, sent by registered mail or certified mail with return receipt requested, for one or more of the following:

**24.3.1.1** A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

**24.3.1.2** Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

**24.3.1.3** An amount of payment disputed by the District.

## **24.4      Claims Presentation**

### **24.4.1      Form and Contents of Claim**

**24.4.1.1** If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation.

**24.4.1.2** The Claim shall include an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

**24.4.1.2.1** The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

**24.4.1.2.2** Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

**24.4.1.2.3** The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

**24.4.1.2.4** The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

**24.4.1.2.5** The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

**24.4.1.3** The Claim shall include the following certification by the Contractor:

**24.4.1.3.1** The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

**24.4.1.3.2** Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**24.4.2** Contractor shall bear all costs incurred in the preparation and submission of a claim.

**24.4.3** Failure to timely submit a claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated.

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## **24.5 Claim Resolution pursuant to Public Contract Code section 9204**

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps.

### **24.5.1 STEP 1:**

**24.5.1.1** Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period **not to exceed 45 days**, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, **by mutual agreement, extend the time period** to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have **up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension**, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

**24.5.1.1.1** Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

**24.5.1.2** Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

**24.5.1.3** If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of Contractor.

### **24.5.2 STEP 2:**

**24.5.2.1** If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any

portion of the claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

**24.5.2.1.1.1** Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

### **24.5.3 STEP 3:**

**24.5.3.1** Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

**24.5.3.1.1** For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

**24.5.3.2** Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

### **24.5.4 STEP 4:**

**24.5.4.1** If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

## **24.6 Subcontractor Pass-Through Claims**

**24.6.1** If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

**24.6.2** Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

**24.6.3** The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

## **24.7 Government Code Claim Act Claim**

**24.7.1** If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

**24.7.2** Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

**24.7.3** For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

## **24.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.**

**24.8.1** In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

**24.8.1.1** Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

**24.8.1.2** For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.

**24.8.1.2.1** If additional information is required, it shall be requested and provided by mutual agreement of the parties.

**24.8.1.2.2** District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

**24.8.1.3** For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

**24.8.1.3.1** If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

**24.8.1.3.2** The District's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

**24.8.1.4** If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

**24.8.1.5** Following the meet and confer conference, if the claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

**24.8.1.6** For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

**24.8.1.7** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

**24.8.1.8** The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

**24.8.2** Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

#### **24.9 Claim Procedure Compliance**

**24.9.1** Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

**24.9.2** District shall not be deemed to waive any provision under this Article 25, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

#### **24.10 Claim Resolution Non-Applicability**

**24.10.1** The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

**24.10.1.1** Personal injury, wrongful death or property damage claims;

**24.10.1.2** Latent defect or breach of warranty or guarantee to repair;

**24.10.1.3** Stop payment notices;

**24.10.1.4** District's rights set forth in the Article on Suspension and Termination;

**24.10.1.5** Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

**24.10.1.6** District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

#### **24.11 Attorney's Fees**

**24.11.1** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

### **25. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS**

#### **25.1 Labor Compliance and Enforcement**

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

#### **25.2 Wage Rates, Travel, and Subsistence**

**25.2.1** Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

**25.2.2** Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

**25.2.3** Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

**25.2.4** If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

**25.2.5** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to

two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

**25.2.6** Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

**25.2.7** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

**25.2.8** Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

### **25.3      Hours of Work**

**25.3.1** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

**25.3.2** Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

**25.3.3** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day

and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

**25.3.4** Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

## **25.4 Payroll Records**

**25.4.1** Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

**25.4.1.1** The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

**25.4.1.1.1** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

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

**25.4.2** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

**25.4.2.1** A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

**25.4.2.2** CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

**25.4.2.3** CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor,



Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

**25.4.3** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

**25.4.4** Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

**25.4.5** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

**25.4.6** **[RESERVED]**

**25.5** **[RESERVED]**

**25.6** **Apprentices**

**25.6.1** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

**25.6.2** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

**25.6.3** Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

**25.6.4** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

**25.6.5** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

**25.6.6** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**25.6.7** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

**25.6.7.1** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

**25.6.7.2** Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

**25.6.8** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**25.6.9** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

## **25.7 Non-Discrimination**

**25.7.1** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

**25.7.2** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

## **25.8 Labor First Aid**

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29

U.S.C. § 651 *et seq.*) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 *et seq.*; 8 Cal. Code of Regs., § 330 *et seq.*).

**26. [RESERVED]**

**27. MISCELLANEOUS**

**27.1 Assignment of Antitrust Actions**

**27.1.1** Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**27.1.2** Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**27.1.3** Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**27.1.4** Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**27.1.5** Under this Article, "public purchasing body" is District and "bidder" is Contractor.

## **27.2      Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

## **27.3      Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

## **27.4      Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

## **27.5      Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contractor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

**SPECIAL CONDITIONS**

**THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable or if no change from the provision in the General Conditions.**

\*\*\* THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. REMOVE THIS PAGE BEFORE USING THIS DOCUMENT. \*\*\*

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
6. Owner-Controlled or Wrap-Up Insurance Program
7. Insurance Policy Limits
8. Permits, Certificates, Licenses, Fees, Approval
9. Project Labor Agreement/Payroll Records
10. As-Builts and Record Drawings
11. Disabled Veteran Business Enterprises
12. Construction Manager
13. Program Manager
14. Federal Funds
15. Preliminary Schedule of Values

**SPECIAL CONDITIONS**

**1. Mitigation Measures**

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

**2. Modernization Projects**

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

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

**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 (for work included in RFP), within thirty-five (35) days of the date of receipt of bids for individual trade packages.

**4.3** Accompanying substitution request, 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**

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	<u>5</u>	July	<u>2</u>
February	<u>5</u>	August	<u>2</u>
March	<u>5</u>	September	<u>3</u>
April	<u>4</u>	October	<u>3</u>
May	<u>3</u>	November	<u>4</u>
June	<u>2</u>	December	<u>5</u>

## **6. Insurance Policy Limits**

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than \_\_\_\_TBD\_\_\_\_\_. The limits of insurance shall not be less than:

<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	<b>[E.G.]</b> Low Risk: \$1,000,000 per occurrence; \$2,000,000 aggregate
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		Intermediate Risk: \$2,000,000 per occurrence; \$4,000,000 aggregate
		High Risk: \$5,000,000 per occurrence; \$10,000,000 aggregate]
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	<b>[E.G.]</b> Personal vehicles: \$500,000 Commercial vehicles: \$2,000,000
		Personal vehicles: \$100,000 per person/ \$300,000 per accident]
<b>Workers’ Compensation</b>		Statutory limits pursuant to State law
<b>Employers’ Liability</b>		<b>[E.G. \$5M]</b>
<b>Builder’s Risk (Course of Construction)</b>		Replacement Cost
<b>Pollution Liability</b>		<b>[E.G. \$1M per claim; \$2M aggregate]</b>

## **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:

### **7.1.1 DSA permit fees**

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

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

**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**

**9.27** Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files plus one set of record Drawings

## **10. Disabled Veteran Business Enterprise**

Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year on District projects. Therefore, the lowest responsive responsible bidder awarded the Contract must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract.

## **11. Construction Manager**

The District will use a Construction Manager on the Project that is the subject of this Contract. Swinerton Management Company is the Construction Manager for this Project.

## **12. Program Manager**

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

## **13. 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.

**13.27.1**

END OF DOCUMENT

**ADDITIONAL REQUIREMENTS FOR DIVISION OF THE STATE ARCHITECT**

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**PART 1 - GENERAL**

1.1 GENERAL:

- 1.1.1 The following additional requirements apply to this Project that is being reviewed by the Division of the State Architect (DSA).

1.2 ADDITIONAL REQUIREMENTS:

- 1.2.1 In addition to the duties specified in the Contract Documents, the duties of the Design Builder shall be in accordance with the requirements specified in Title 24 of the California Code of Regulations (CCR).
- 1.2.2 In addition to the duties specified in the Contract Documents, the duties of the Architect and the Architect's consultants shall be in accordance with the requirements specified in Part 1, Title 24, CCR.
- 1.2.3 DSA is not subject to arbitration proceedings.
- 1.2.4 Notify DSA at start of construction in accordance in Part 1, Title 24, CCR.
- 1.2.5 Design Builder shall submit 100 % Construction Documents to DSA for approval.
- 1.2.6 Design Builder shall schedule a Presubmittal meeting with DSA and the Design Build Team to obtain specific requirements from DSA for submittal of construction documents and to make DSA aware of the scheduled submittal date.
- 1.2.7 If and when applicable, addenda and change orders shall be submitted to and approved by DSA. Do not begin any work under an addendum or change order until such applicable DSA approval is obtained. Addenda and change orders shall be in accordance in Part 1, Title 24, CCR.
- 1.2.8 If and when applicable, do not begin work under a written order until a change order has been submitted to and approved by DSA in accordance with Part 1, Title 24, CCR. Substitutions effecting structural, fire/life/safety or access compliance shall be submitted as change orders for DSA approval. The Design Builder will be responsible for the additional architectural and engineering costs associated with the review and regulatory processing of these substitutions.
- 1.2.9 Unless otherwise indicated or specified, perform the work in conformance with the latest edition of applicable regulatory requirements. A copy of Part 1 and Part 2 of Title 24, CCR shall be available on the Project site. If and when applicable, the codes adopted by the City, County, State and Federal agencies shall govern minimum requirements for this Project.
- 1.2.10 Design Builder shall submit verified reports in accordance with Part 1, Title 24, CCR.

- 1.2.11 DSA may supervise construction, reconstruction, or repair in accordance with Part 1, Title 24, CCR.
- 1.2.12 Construction shall be observed by a full-time Project Inspector approved by DSA in accordance with Part 1, Title 24, CCR.
- 1.2.13 Testing requirements of the District's Testing Laboratory shall be in accordance with Part 1, Title 24, CCR.
- 1.2.14 Special Inspection on masonry construction, glued laminated lumber, wood framing using timber connectors, ready-mixed concrete, gunite, pre-stressed concrete, high strength steel bolt installation, welding, pile driving, and mechanical and electrical work shall be as required by Part 1, Title 24, CCR. The costs of special inspection will be paid for by the District.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**



**SUMMARY OF WORK**

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**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- 1.1.1 The Contract Documents, including, without limitation, Section 00 50 00 (Form of Agreement) and other Division 0 and 1 Specification Sections, apply to this Section.

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- 1.2.1 Project Identification: 2118 Milvia Street Project – Berkeley City College

- 1.2.2 The Work consists of the construction of the 2118 Milvia Street Project at Berkeley City College for the Peralta Community College District (PCCD)

- 1.2.3.1 The work includes the demolition of the existing three story building (roughly 25,000 sq. ft.) and its replacement with a new six story 60,000 sq. ft. building. This project will expand classroom space, provide offices for faculty and administrators, include art studios, outdoor roof space, and provide for student activities services; including a Health Center, Veterans, Multi-Cultural Center, Bookstore, Student Lounge, and Learning Resource Center. It is planned that this project will obtain LEED Silver at a minimum. The DBE shall design and manage all components necessary in order to achieve this minimum goal, including any fees as required per USGBC for registration and final certification.

- 1.2.3.2 The DBE will ensure adequate protection of the facility and vehicular and pedestrian traffic at all times.

- 1.2.4 All descriptions or “general summaries” of the work noted in this section, or elsewhere within the contract documents, are without force and effect on the contract work described and indicated in detail in the construction plans and specifications. These descriptions and summaries are for general reference and descriptive purposes only and in no way offer the complete and concise description of all the work required by the contract documents.

**1.3 CONTRACT**

Project will be designed and constructed under the terms of the Criteria Documents and Contract Documents, including Section 00 50 00 (Form of Agreement).

**1.4 USE OF PREMISES**

1.4.1 Limit use of site and premises to allow:

1.4.1.1 Site preparation, construction, close-out, clean-Up, and commissioning of an educational facility, all as required by the Criteria Documents and by the Contract Documents herein.

1.4.1.2 All lawful purposes as prescribed by the Board of Trustees of the Peralta Community College District.

1.4.1.2 Existing Building to remain in use during Renovation of the Locker Room Facility.

1.4.1.4 Faculty and student parking to be maintained during construction.

1.4.2 Site Access for District activities: Coordinate with Campus staff to minimize impacts to ongoing District operations.

1.4.3 Construction Operations: Limited to area shown on drawings.

1.4.4 Work Hours: The campus will be occupied; however, construction shall be scheduled during normal working hours 7 am to 5 pm. Application of hot fluid applied rubber and asphalt waterproofing may be scheduled during normal working hours, however, any other odorous work, such as application of water repellents, are to be scheduled on a weekend. Weekend work may take place, but must be scheduled with the Project Manager.

1.4.1.1 Start times: Monday – Friday 7 am – 5 pm.

1.4.1.2 Hours noted above to be maintained unless otherwise discussed and approved by District.

1.5 WORK SEQUENCE

1.5.1 Construct work in phases to accommodate District's occupancy requirements during the construction period; coordinate Design Builder's Construction Schedule and operations with District's Representative.

1.6 DISTRICT OCCUPANCY

1.6.1 Cooperate with the District in all construction operations including the following to minimize conflict and to facility District usage.

1.6.2 If and when it should be necessary for the Design Builder to impact the day to day operations of the District's functions in order to pursue the Work, the Design Builder shall furnish adequate notice to the District and coordinate the means and timing to avoid, minimize or circumvent such impacts. The District reserves the right to assess and anticipate such impacts and the right to stop or postpone the Work until a mutually satisfactory time and means can be agreed upon.

## 1.7 EXAMINATION OF EXISTING CONDITIONS

1.7.1 Design Builder shall be held to have examined the Project Site and acquaint itself with the conditions of the Site or of the streets or roads approaching the Site.

1.7.2 Prior to commencement of Work, Design Builder shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken or damaged glazing, other building elements and Site improvements and other damage.

1.7.2.1 Should Design Builder 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, Design Builder shall immediately report same to the District.

## 1.8 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

1.8.1 The Criteria documents and other 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. Design Builder 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 the existing installations, the costs of repair shall be at the Design Builder's expense and made to the District's satisfaction.

1.8.2 Design Builder shall be alert to the possibility of the existence of additional structures and utilities. If Design Builder encounters additional structures and utilities, Design Builder will immediately report to the District for disposition of same.

## 1.9 UTILITY SHUTDOWNS AND INTERRUPTIONS

1.9.1 Design Builder 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 Design Builder with shutdown. Work required to reestablish utility services shall be performed by the Design Builder.

## 1.10 WORK UNDER OTHER CONTRACTS

1.10.1 District may award separate contract(s) for performance of certain construction operations at Project site. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

## 1.11 FUTURE WORK

1.11.1 District may award separate contract(s) for additional work to be performed at the site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract

## 1.12 PRODUCTS ORDERED IN ADVANCE

1.12.1 District may negotiate Purchase Orders with suppliers of material and equipment to be incorporated into the Work. District may assign these Purchase Orders to Design Builder.

## 1.13 DISTRICT-FURNISHED PRODUCTS

1.13.1 District may provide District-furnished products. The Work may include providing support systems to receive District's equipment and plumbing, mechanical, and electrical connections.

## 1.14 SPECIFICATION FORMATS AND CONVENTIONS

1.14.1 Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "Master Format" numbering system.

1.14.2 Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1.14.2.1 Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

1.14.2.2 Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Design Builder. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Design Builder or by others when so noted.

1.14.2.2.1 The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## **PART 2 - PRODUCTS** (Not Used)

## **PART 3 - EXECUTION** (Not Used)

## **END OF SECTION**

**WORK COVERED BY CONTRACT DOCUMENTS**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

This Section includes summary of work including:

- 1.1.1 Work covered by Contract Documents
- 1.1.2 Work under other contracts
- 1.1.3 Future work
- 1.1.4 Work sequence
- 1.1.5 Cooperation of Design Builder and coordination with other work
- 1.1.6 Maintenance
- 1.1.7 Occupancy requirements
- 1.1.8 Reference Standards
- 1.1.9 Products or services ordered in advance
- 1.1.10 District furnished products
- 1.1.11 Execution

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- 1.2.1 The work includes to construct the 2118 Milvia Street Project at Berkeley City College for the Peralta Community College District.
- 1.2.2 The DBE will ensure adequate protection of the facility and vehicular and pedestrian traffic at all times.
- 1.2.3 The Contract requires Design Builder to commission and turn over the 2118 Milvia Street Project to District as a completed project in accordance with the terms and conditions of the Contract Documents. The Project is more fully described in the Criteria Documents included with this Project Manual and the Design Builder's Proposal.
- 1.2.4 Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by the Contract Documents shall rest with Design Builder until Final Completion and Acceptance of the Work by the District or termination of the Design-Build Contract, whichever occurs first.

**1.3 WORK UNDER OTHER CONTRACTS**

- 1.3.1 DBE to provide Geotechnical Engineering report.
- 1.3.2 DBE to provide testing for hazardous materials.

**1.4 FUTURE WORK**

- 1.4.1 Not Used.

**1.5 WORK SEQUENCE**

- 1.5.1 Not Used.

## 1.6 COOPERATION OF DESIGN BUILDER AND COORDINATION WITH OTHER WORK.

- 1.6.1 Should construction work, or work of any other nature, be underway by other forces or by other contractors within or adjacent to the limits of the Work at the time of executing the Contract, or should work be performed under the contracts listed in paragraphs 1.3 and 1.4 above, the Design Builder shall cooperate with all such other contractors or forces to the end that any delay or hindrance to their work will be avoided. The cost of such cooperation will be considered as included in the contract price and no additional payment will be made therefor. Design Builder shall coordinate with such other contractors and forces as required by Document 00 50 00 (Agreement).
- 1.6.2 District reserves the right to perform other or additional work, within or adjacent to the limits of the Work specified, at any time by the use of other forces. In the event that the performance of such other or additional work materially increases or decreases Design Builder's costs, the work and the amount to be paid therefor will be appropriately adjusted as determined by District.
- 1.6.3 Design Builder shall limit use of the Site for the Work and for construction operations to allow for:
  - 1.6.3.1 District's operations
  - 1.6.3.2 Work by other contractors
- 1.6.4 Design Builder shall coordinate use of and access to the Site with other contractors, utilities, and District's forces, as required by Document 00 50 00 (Agreement). District has final authority over coordination, use of premises, and access to the Site.
- 1.6.5 Design Builder shall cooperate with District and others who may occupy or begin work on Site and inside any building thereon prior to completion of Work of this Contract.
- 1.6.6 Design Builder shall cooperate with contractors for other area work, not included in Contract, but which may take place during construction period.
- 1.6.7 Design Builder, and all design consultants and major subcontractors shall participate in partnering sessions as described in Section 00 50 00 (Agreement).

## 1.7 MAINTENANCE

- 1.7.1 Cost of maintenance of systems and equipment prior to Substantial Completion, as defined in section 00 50 00 (Form of Agreement), is included in the Contract Price and no additional payment will be made therefor.

## 1.8 OCCUPANCY REQUIREMENTS

- 1.8.1 Whenever, in the opinion of District, Work or any part thereof is in a condition suitable for use, and the best interest of District requires such use, District may take Beneficial Occupancy of and connect to, open for public use, or use the Work or such part thereof pursuant to paragraph 8.16.3 (Beneficial Occupancy) of paragraph 1.7 of section 00 50 00 (Agreement). In such case, District will inspect the Work or part thereof, and issue a Certificate of Beneficial Occupancy for that part of Work.

- 1.8.2 Prior to date of Final Acceptance of the Work by District, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective design, materials or workmanship or to operations of Design Builder, shall be made at expense of Design Builder, as required in section 00 50 00 (Agreement).
- 1.8.3 Use by District of Work or part thereof as contemplated by this Section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Design Builder of any responsibilities under Contract, nor act as a waiver by District of any of the requirements thereof.
- 1.8.4 District may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on milestone dates prior to the Substantial Completion of all of the Work. Design Builder shall notify District in writing when Design Builder considers any such part of the Work ready for its intended use and substantially complete and request District to issue a Certificate of Substantial Completion for that part of the Work.

## **PART 2 - PRODUCTS**

### **2.1 REFERENCE STANDARDS**

2.1.1 For products specified by association or trade standards, comply with requirements of District standards, except where more rigid requirements are specified or are required by applicable codes.

### **2.2 PRODUCTS OR SERVICES ORDERED IN ADVANCE**

2.2.1 District furnished products listed in paragraph 2.3 below will be procured under separate contracts and provided by District or vendor to Design Builder for installation under the terms of paragraph 1.6 above. Design Builder to provide utility service and stub out connections as necessary for the installation of District furnished products.

### **2.3 DISTRICT FURNISHED PRODUCTS (NOT APPLICABLE)**

## **PART 3 - EXECUTION**

- 3.1 Internet/Web-Based Project Management Software. The Design Builder is directed to use the project's existing Internet/Web-based project management software, to track and manage the project, as described in Section 01 31 20 Project Management Software.

**END OF SECTION**

**DESIGN SERVICES AND DELIVERABLES**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

This Section includes a summary of the Work including:

- 1.1.1 Design Services
- 1.1.2 Proposal Phase
- 1.1.3 Design Confirmation Phase
- 1.1.4 Construction Documents Phase
- 1.1.5 Construction Phase
- 1.1.6 Operation/Project Close Out

**1.2 DESIGN SERVICES**

**1.2.1 Summary of Design and Technical Requirements**

- 1.2.1.1 The Criteria Documents set forth the District's minimum design and construction requirements for the Project that the Design Builder shall meet in preparing designs and constructing the Project. Design Builder shall prepare designs to meet these requirements and submit deliverables as described in these requirements. The requirements of this Section supplement but do not supersede the requirements of the Criteria Documents.
- 1.2.1.2 As required in this specification, Design Builder shall submit designs and deliverables meeting the requirements of the Contract Documents at the completion of the Collaboration Phase, 100% Schematic Design, 100% Design Development, 50% Construction Documents and 100% Construction Documents. DBE shall obtain District approval at each milestone prior to continuing with design. Design Builder may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies.
- 1.2.1.3 Unless specifically and expressly limited, Design Builder's scope of work shall include all engineering, procurement and construction necessary to complete the Project.

**1.2.2 Summary of Work**

- 1.2.2.1 Unless specifically excluded from this Contract, Design Builder shall provide to District all professional architectural, engineering services and other specialty consultants as necessary to perform Design Builder's obligations under the Contract Documents and to complete the Project including, but not limited to, the requirements of the Criteria Documents, as modified, if at all, pursuant to section 00 50 00 (For of Agreement) (the "Services").



- 1.2.2.2 Design Builder shall perform the Services using the persons and subconsultants listed in Design Builder's Pre-Qualification Questionnaire and Proposal and may substitute personnel or subconsultants only upon the District's written consent, which is in District's discretion but will not be unreasonably withheld. Design Builder represents that it and its subconsultants possess all necessary training, qualifications, licenses and permits to perform the Services, and that their performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design Builder's licensed subconsultants (architectural, engineering and other specialty consultants) shall owe a duty of care to the District in performing their architectural and engineering portions of the Services.
- 1.2.2.3 Design Builder and its subconsultants shall make an independent assessment of the accuracy of the information provided by the District concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports. Design Builder shall rely on the results of its own independent investigations and not on information provided by District. Design Builder shall conduct such further investigations of existing conditions as are necessary for Design Builder to perform the Services and shall advise District of any further design or other services necessary to complete the Project.
- 1.2.2.4 Design Builder's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, shop drawings and specifications in the Construction Documents, structural, electrical and other design calculations, site data, and any other deliverable required by State or Federal law shall comply with State and Federal standards. Design Builder shall comply with any other requirements of public or private authorities with jurisdiction over the Project, the Construction Documents, or tie-ins to the Project. Design Builder shall comply with the applicable standard of care of a specialist when preparing Construction Documents to comply with applicable building codes, ordinances, statutes, laws, District standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the Project and the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of State and local Fire Marshals or other authorities having jurisdiction over the Project.
- 1.2.2.5 District at all times shall have the right (but not the duty) to review Design Builder's design work, whether performed by Design Builder or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. In the event the District should ever dispute the conformance of any design work (at any stage) with the intent of the Contract Documents, then the District's determination shall control and the Design Builder and/or its subconsultants shall perform the

disputed design services and/or work to completion in accord with the District's determination. The Design Builder shall, however, retain its rights under the procedure of Article 13 of section 00 50 00 (Agreement) for disputes and claims, and Design Builder may under that procedure and in its name advance any claim of a subconsultant of any tier.

1.2.2.6 All work associated with the abatement of hazardous materials is the responsibility of the Design Builder. The Design Builder shall employ an industrial hygienist to perform and monitor the work. Refer to Section 01 88 20 (Miscellaneous Hazardous Materials Performance Requirements) for additional information.

1.2.2.7 All work associated with permanent signage and wayfinding is the responsibility of the Design Builder.

1.2.2.7.1 The Design Builder will work closely with the District and the District Standards to develop signage and wayfinding scope that meets the needs of the Project. The Wayfinding and Signage subconsultant shall address the following items while developing their design:

1.2.2.7.1.1 Changeability – Design must allow for the cost effective modification as the needs of the Project change over time. Signage should be specified so that the District can easily update signage on site.

1.2.2.7.1.2 Durability and Maintenance – Signage and wayfinding materials must be extremely durable and easily maintainable.

1.2.2.7.1.3 Coordination with other disciplines such as architecture, interior design, and lighting design to ensure a coordinated and integrated wayfinding design.

1.2.2.7.1.4 Readability and universal messages that intuitively meet the needs of the District.

1.2.2.7.1.5 Code Compliance.

1.2.2.7.1.6 Exterior and site wayfinding that identifies the Project, main entry, vehicular access, pedestrian access, property boundaries, and directions on surrounding City streets.

1.2.2.7.1.7 Interior wayfinding that identifies the Project identity, department identification, room identification, and staff specific signage.

1.2.2.7.1.8 Enhanced environmental graphics that consider appropriate application of electronic media, interactive technologies, public artwork and

architectural solutions to address wayfinding challenges.

- 1.2.2.7.2 The Design Builder will submit its design for signage and wayfinding to the District in accordance with the provisions of this Section.

1.2.2.8 Design Builder's Interior Design Services.

- 1.2.2.8.1 The Design Builder shall provide all Interior Design services for the Project.

1.2.3 Coordination of Architectural and Engineering Subconsultants/Other Contractors

- 1.2.3.1 Design Builder shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing the Work, including but not limited to, all subconsultants employed by Subcontractors or suppliers. Design Builder's subconsultants of all tiers shall fully coordinate with Design Builder and all architectural and engineering disciplines and subconsultants involved in completing the Work.

- 1.2.3.1.1 Design Builder shall require its subconsultants to agree in their subcontracts to coordinate with Design Builder and other subconsultants.

- 1.2.3.1.2 See Section 01 31 19 (Project Meetings) for minimum meeting requirements.

1.2.4 Project Master Schedule

- 1.2.4.1 Design Builder shall complete or cause to be completed all services required under this Agreement in accordance within Contract Time as defined in Article 9 of Section 00 50 00 (Form of Agreement) as well as all approved project schedules and updates thereto.

- 1.2.4.2 Design Builder shall provide District with a design and construction schedule that outlines dates and time periods for the delivery of Design Builder's services and requirements for information from the District for the performance of its services. The Project Master Schedule will include activities for completing the project design documents (through release for construction), significant construction milestones, construction submittals and long lead item procurement, dates for decisions by District affecting schedule, and utility interruptions affecting Project operations. For more detailed information refer to Section 00 50 00 (Agreement).

- 1.2.4.3 The Project Master Schedule shall be updated monthly, and shall meet the following requirements:

- 1.2.4.3.1 The schedule shall fit within and coordinate with the Milestone Schedule in Exhibit B of Section 00 50 00 (Form of Agreement) including any and all design interfaces.

1.2.4.3.2 The schedule shall be in fully operational Primavera® (latest edition) computer software format.

1.2.4.4 Design Builder shall adjust and cause its retained subconsultants and Subcontractors to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.

1.2.4.5 Design Builder has no restraints on when it may bid or assign work to Subcontractors.

#### 1.2.5 Deliverables Required Under This Agreement - General

All deliverables required under this Agreement shall be submitted in full compliance with the Contract Documents, shall be submitted in at least triplicate (or such greater number as the District may reasonably request) and, when contained on electronic media, shall be submitted in printed form as well as on electronic media when requested by the District. In the event of a conflict between the electronic version and hard copy versions of Design Builder's documents, the hard copy shall govern.

DBE shall provide interior and exterior color boards and materials for District approval. Final presentation shall include both interior and exterior elevations for approval.

Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed as part of the Stipulated Sum.

### 1.3 PROPOSAL & RECONCILIATION PHASE

#### 1.3.1 Proposal Phase Documents

In response to the Request for Proposal the Design Builder shall submit Proposal Phase Documents as required by the Request for Proposal. Upon selection by PCCD, DBE shall work with the District to Reconcile and finalize scope of Work as specified in Section 00 26 40 (Rules and Procedures for Discussions and Negotiations).

### 1.4 DESIGN CONFIRMATION PHASE

#### 1.4.1 Period of Service

1.4.1.1 After reconciliation of the Design Builder's Proposal, and upon written authorization from the District, Design Builder shall proceed with the performance of the services called for in the Collaboration Phase, as described in Section 00 50 00 (Form of Agreement). The intent of the Design Builder's Design Collaboration Phase is to obtain District approval for design revisions, refinements, and concept elaborations produced by the Design Builder prior to formal Design and Construction Document Production. Design Builder may elect to submit Collaboration Phase Documents incrementally by major building phases, components, or areas to facilitate economy of schedule provided overall design concept is clear and adhered to.

- 1.4.1.2 Design Builder shall submit deliverables required to execute and manage the Collaboration Phase including a revised detailed Cost Estimate with breakdown of all Project Costs.
- 1.4.1.3 Design Builder shall at the outset of this Phase make full written disclosure to District, and obtain District's express written approval of, any proposed innovative, unique, proprietary or sole source design features. District retains full discretion to disapprove such features.

## 1.5 DESIGN AND CONSTRUCTION DOCUMENTS PHASE

### 1.5.1 Period of Service

- 1.5.1.1 After acceptance by the District of the requirements of the Collaboration Phase, and upon written authorization from the District, Design Builder shall proceed with the performance of the services called for in the Design and Construction Document Phases.
- 1.5.1.2 Design Builder shall submit the deliverables required by these Phases, within the period approved and required in the Project Milestone Schedule.

- 1.5.2 Construction Documents Design Builder shall prepare final Construction Documents to show the work to be furnished and performed by Design Builder. The Construction Documents shall become a part of the Contract Documents. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design Builder. Construction Documents shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement. Construction Documents shall consist of all site, architectural, structural, MEP and specialty design drawings, specifications, calculations and details to obtain all regulatory approvals and construct the project.

#### 1.5.2.1 Architectural

- 1.5.2.1.1 Completed site plan.
- 1.5.2.1.2 Completed floor plans, elevations, and sections.
- 1.5.2.1.3 Architectural details and large blow-ups completed.
- 1.5.2.1.4 Finish, door, and hardware schedules completed, including all details.
- 1.5.2.1.5 Site utility plans completed.
- 1.5.2.1.6 Fixed equipment details and identification completed.
- 1.5.2.1.7 Reflected ceiling plans completed.

#### 1.5.2.2 Structural

- 1.5.2.2.1 Structural floor plans and sections with detailing completed.
- 1.5.2.2.2 Structural calculations completed.

1.5.2.3 Mechanical

1.5.2.3.1 Large scale mechanical details completed including fire sprinkler system.

1.5.2.3.2 Mechanical schedules for equipment completed.

1.5.2.3.3 Completed mechanical schematic for environmental cooling and exhaust equipment.

1.5.2.3.4 Complete energy conservation calculations and report necessary for compliance with California Title 24 energy requirements.

1.5.2.4 Electrical

1.5.2.4.1 Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

1.5.2.4.2 Distribution information on power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

1.5.2.4.3 All electrical equipment schedules completed.

1.5.2.4.4 Low Voltage and special system component and distribution plans completed including Fire Alarm system.

1.5.2.4.5 Electrical load calculations completed.

1.5.2.5 Civil

1.5.2.5.1 All site plans, site utilities, parking and roadway systems completed.

1.5.3 Attend Required Meetings Attend meetings with community, representatives of the District and its designated consultants and appropriate governmental agencies and provide information and diagrams to fully describe the project.

1.5.4 Deliverables Contractor shall submit one (1) electronic copy of all milestone documents, including Collaboration, 100% SD, 100% DD, 50% CD & 100% CD, and two (2) hard copies to District.

1.5.5 Specifications shall be prepared in conformance with the most current edition available of Master Format of the Construction Specification Institute. Design Builder shall have complete responsibility to secure timely review and approval by all authorities with jurisdiction, including but not limited to the Division of the State Architect. It is the intent of the District to work in close coordination to assist the Design Builder in the plan review process to support a timely review and approval process schedule.

1.5.6 The same architectural and engineering team (and team personnel) that prepare documents submitted to authorities with jurisdiction shall complete the Construction Documents.

- 1.5.7 Compliance with Codes, Regulations and Requirements Prepare Construction Documents in full compliance with the Contract Documents, applicable building codes, ordinances, District standards, governmental regulations and private restrictions, applicable to the Work.
- 1.5.8 Make full written disclosure to District, and obtain District's express written approval of, any proposed innovative, unique, proprietary or sole source design features.
- 1.5.9 Warranty Design Builder warrants to District that the final design, as expressed in the Construction Documents: :
- 1.5.9.1 Will be constructible, workable, serviceable and within the Design Builder's detailed estimate of costs and schedule;
  - 1.5.9.2 Will comply in all respects with the requirements of the Contract Documents (Certificate of Warranty) and (Certificate of Warranty Fire and Life Safety) listed in Section 00 45 00.
  - 1.5.9.3 Will not call for the use of hazardous or banned materials.
  - 1.5.9.4 Will fully comply with applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.
- 1.5.10 Cost Estimate The Design Builder shall submit to the District an updated Cost Estimate and identify cost changes since the Proposal Estimate (providing one (1) electronic copy). This estimate shall consist of unit costs applied to the Element Level (Level 3 National Institute of Standards and Technology Uniformat II Classification) items and quantities of work. This estimate shall be organized in a format acceptable to the District. The District will use this estimate for cost reconciliation and design change order reviews.

## 1.6 CONSTRUCTION PHASE

- 1.6.1 Upon District's acceptance of Design Builder's Construction Documents for technical divisions or other portions of the Work as Design Builder and District may agree, Design Builder may commence construction of the Work shown.
- 1.6.2 General Administration of Construction Design Builder's architectural, design, and engineering, and other subconsultants, including the industrial hygienist, shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design of the Construction Documents as approved.
- 1.6.3 Quality Control and Reporting Design Builder's architectural, design, and engineering, and other subconsultants, including the industrial hygienist, shall participate fully in Design Builder's required quality control program and shall have a duty to advise Design Builder and District in writing of any observations of defective work, work not in conformance with Construction Documents, and lack of progress consistent with the schedule of work in areas associated with their services. See Section 01 45 00 (Quality Control).
- 1.6.4 Design Builder's architectural, design, and engineering subconsultants, including the industrial hygienist, shall establish and maintain to the satisfaction of District,

a computer database compatible with databases maintained by District. The Design Builder's database shall maintain complete and accurate records regarding its activities related to fulfilling the requirements of Section 01 45 00 (Quality Control). Design Builder shall make such database available to District at all reasonable times and turn over the database in both hard and electronic form to District upon completion or termination of this Agreement.

- 1.6.5 Together with District, Design Builder and Design Builder's architectural, design, and engineering subconsultants, shall visit the Project to observe any apparent defects in the construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.
- 1.6.6 Design Builder shall provide to District for District's approval two (2) copies of a color schedule, samples of types and size acceptable to the District of textures and finishes of all materials in the Work at the Project. Actual materials to be used in the construction of the building shall be mounted on a board(s) suitable for display purposes for faculty, staff and the community to observe. Provide separate color boards for interior and exterior finishes.

## 1.7 OPERATION/PROJECT CLOSE-OUT PHASE

- 1.7.1 Operation/Close Out During the Operation/Project Close-Out Phase, Design Builder and Design Builder's architectural, design, and engineering subconsultants shall, when requested by District, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:
  - 1.7.1.1 Refining, adjusting and correcting of any equipment or systems.
  - 1.7.1.2 Start-up, testing and placing in operation all equipment and systems. See Section 01 35 50 (CALGreen Environmental Requirements).
  - 1.7.1.3 Completion of punch list work and observation of any apparent defects in the completed construction, correction of such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.
  - 1.7.1.4 Training District's staff to operate and maintain all equipment and systems. Training shall be professionally videotaped with two (2) copies provided to District for their use.
  - 1.7.1.5 Assisting District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
  - 1.7.1.6 Preparation of electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, Drawings and other data.

## 1.8 DESIGN BUILDER'S OBLIGATION FOR FINISHED CONSTRUCTION

- 1.8.1 District's right to review Design Builder's design including, but not limited to, Construction Documents, shop drawings, samples and submittals, as specified in the Contract Documents, shall not relieve Design Builder of its responsibility for a complete design and construction complying with the requirements of the



Contract Documents; but rather, such review shall be in furtherance of the District's monitoring and accepting the design as developed and issued by the Design Builder, consistent with these Contract Documents. Design Builder's responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standard and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

- 1.8.2 Auto CAD, Revit, and Other Electronic Data (BIM) Provide all electronic files of all Construction Documents drawings including as-bid, as-built, and all record Drawings. Prepare electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process. Electronic data shall conform to District requirements for compatibility with District equipment and software.

**PART 2 - PRODUCTS** (Not used)

**PART 3 - EXECUTION** (Not used)

**END OF SECTION**

**WORK RESTRICTIONS**

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**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- 1.1.1. The Contract Documents, including Section 00 50 00 (Form of Agreement) and other Division 0 and 1 Specification Sections, apply to this Section.

**1.2 USE OF PREMISES**

- 1.2.1 Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1.2.1.1 Limits: Confine constructions operations to Limit of Work as shown in the Bridging Documents.
  - 1.2.1.2 District Occupancy: Not Used.
  - 1.2.1.3 Driveways, Entrances and Parking: Keep driveways, entrances and parking serving adjacent properties available for access and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - 1.2.1.3.1 Schedule deliveries to minimize impact to adjacent properties and projects.
    - 1.2.1.3.2 Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- 1.2.2 Use of Existing Building: Maintain existing building in a weather-tight condition throughout construction period. Immediately repair damage caused by construction operations. Protect building and its occupants during construction period.

**1.3 OCCUPANCY REQUIREMENTS**

- 1.3.1 Full District Occupancy: Cooperate with District during construction operations to minimize conflicts and facilitate District usage. Perform the Work so as not to interfere with District's operations.
- 1.3.2 Partial District Occupancy: District reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

- 1.3.2.1 District will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before District occupancy.
- 1.3.2.2 Obtain a Certificate of Occupancy from authorities having jurisdiction before District occupancy.
- 1.3.2.3 Before partial District occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, see Section 01 77 00 (Cleaning and Closeout Procedures) for requirements.
- 1.3.2.4 On occupancy, District will assume responsibility for maintenance and custodial service for occupied portions of building.
- 1.3.2.5 Prior to occupancy for each phase Design Builder shall satisfy all of the requirements as set forth in Section 01 77 00 (Cleaning and Closeout Procedures).

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

**CONSTRUCTION MANAGEMENT PLAN**

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**PART 1 - GENERAL****1.1 ENVIRONMENTAL CONTROLS**

1.1.1 Noise: All work shall be performed with a minimum of noise or disruption to normal activities in the surrounding areas. Design Builder will allow up to twenty-one (21) Calendar Day notice for any work to be done outside the hours of Work allowed by Peralta Community College District.

1.1.2 The following noise control procedures shall be employed:

- 1.1.2.1 Maximum increase in noise shall be limited to approximately 15db over ambient and shall not exceed regulatory standards for noise.
- 1.1.2.2 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.
- 1.1.2.3 All noise-producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factory specification. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.
- 1.1.2.4 All mobile or fixed noise-producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.
- 1.1.2.5 Electrically-powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible and needed to control excessive noise.
- 1.1.2.6 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.

- 1.1.2.7 Construction site and access road speed limits shall be established and enforced during the construction period.
- 1.1.2.8 The hours of material transport shall be restricted to the periods and days permitted by both this contract and local noise or other applicable ordinance.
- 1.1.2.9 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.
- 1.1.2.10 No project related public address or music system shall be audible at any adjacent noise-sensitive receptor.

1.1.3 Dust: Dust control is a critical activity. The Design Builder shall prepare a submittal that identifies source air pollution and related pollution reduction measures. The following dust control measures shall be employed:

- 1.1.3.1 Implement fugitive dust control measures as provided in Bay Area Air Quality Management District (BAAQMD).
- 1.1.3.2 Develop a staging area, vehicle and truck routes, and a daily meeting to assure all applicable control measures are established for that particular workday.
- 1.1.3.3 Dust barriers shall be provided by the Design Builder as necessary to contain dust within the construction site.
- 1.1.3.4 If necessary, install a water misting system along fence perimeter or any other necessary area to prevent fugitive dust from creating a.
- 1.1.3.5 Reduce the use of diesel fuel powered equipment and use equipment with alternative fuel whenever practical to minimize diesel exhaust emissions in areas close proximity to the site.
- 1.1.3.6 Turn off equipment when not in use for long periods of time. No idling of diesel-fueled equipment for durations longer than five minutes.
- 1.1.3.7 Control fugitive dust at active soil grading/excavation areas, using water in a manner that would not impact soil compaction. Continuous wet-down may be required in the area of construction activity.

- 1.1.3.8 Use ground-covering such as mulch, wood chips, straws, hydro-seeding, surfactants, or plastic sheeting to cover inactive exposed areas to minimize fugitive dust.
- 1.1.3.9 Provide drainage for erosion control measures.
- 1.1.3.10 Use sand bags, as necessary, along site perimeter to keep soil on site.
- 1.1.3.11 Provide gravel entry way into construction site entrance to reduce/eliminate mud and sediment carried off site by vehicles.
- 1.1.3.12 Cover top of haul trucks to eliminate wind-blown fugitive dust.
- 1.1.3.13 Schedule haul trucks and material delivery trucks to prevent traffic congestion. Set up truck queuing area and have staff communicate via cell phone for efficiency.
- 1.1.3.14 As necessary, use street sweepers along travel routes in general vicinity of project area.
- 1.1.3.15 All vehicle routes are to be watered for dust control. All existing roadway and parking surfaces impacted by construction activity are to be swept and kept free of debris and dust. All areas within the construction site are to be broom swept as required to keep dust and debris to a minimum.
- 1.1.3.16 Limit the number of haul trucks on site and establish a haul route. Install a gravel or base road on site for loading trucks. Haul route shall be reviewed and approved by District.
- 1.1.3.17 Place on-site portable toilets away from adjacent properties.
- 1.1.3.18 All stockpiles shall be kept moist throughout the day to minimize particulate matter emissions. Wet down stockpiles on a regular basis including prior to end of work day.
- 1.1.3.19 Haul roads shall be paved, lined with gravel or base material, or kept moist to minimize particulate matter emissions.
- 1.1.3.20 Where practical, use paddle-wheel scrapers instead of traditional scrapers to minimize fugitive dust and reduce exhaust emissions.

- 1.1.3.21 Handling of soil shall be kept to a minimum.
- 1.1.3.22 Provide a boundary/zone where equipment shall not enter and if necessary, equipment shall operate on alternative fuel to reduce diesel particulate matter.

1.1.4 Odors: When odors are a concern, arrangements shall be made by the Design Builder for their containment or control. Where this is not feasible, specific arrangements should be made to minimize disturbance to surrounding properties. Where controllable, fumes and odors shall not be allowed to migrate. The Design Builder shall immediately notify the District's Representative of any migrating odors.

1.1.5 Vibrations: The impacts of vibration activities will be limited. If vibration becomes an impact to surrounding properties, the Design Builder shall stop operations, reschedule and/or implement the following with the approval of the District Representative:

- 1.1.5.1 Route heavily loaded trucks and equipment away from surrounding residential properties if possible.
- 1.1.5.2 Phase earthmoving and ground-impacting operations so as not to occur in the same time period, to the extent practicable. The total vibration level produced could be less when each vibration source operates separately.
- 1.1.5.3 Avoid vibratory rollers and packers near vibration-sensitive areas.

1.1.6 Environmental Mitigation Measures: Design Builder shall become familiar with the full text of the project's Environmental Impact Report/Negative Declaration Report and take responsibility for implementation of applicable mitigation measures. Questions about which items are applicable to the Design Builder shall be directed to the District's Representative.

## 1.2 SHIPMENTS AND MATERIALS

- 1.2.1 Equipment and materials shall not be shipped to the site unless specific arrangements are made for receipt and acceptance of these items. When such shipments are authorized, they are the total responsibility of the

Design Builder. The District accepts no responsibility for the receipt, storage, or protection of the Design Builder's materials and equipment.

### 1.3 SALVAGE AND DISPOSAL

- 1.3.1 All existing property of the District that is removed from the construction site and has been identified to be salvaged by the District shall be delivered to a secure site as specified by the District's Representative.
- 1.3.2 Construction debris, or material that has no redeemable value, is to be placed in Design Builder-furnished refuse bins for safe and legal removal from the premises. District refuse bins may not be utilized unless so authorized by the District.

### 1.4 PARKING

- 1.4.1 The District's Representative will meet with the Design Builder to determine parking requirements.
- 1.4.2 The primary parking and storage areas shall be designated.
- 1.4.3 Design Builder and related personnel shall park in authorized areas only.

### 1.5 SANITARY

- 1.5.1 Design Builder shall provide temporary toilet facilities adjacent to areas of Work. The Design Builder will not be allowed to use project site restroom facilities being constructed.
- 1.5.2 Design Builder shall submit proposed location of temporary toilet(s) to the District's Representative for approval.
- 1.5.3 Construction personnel will not be allowed to use restroom facilities being constructed for personal or equipment clean-up.
- 1.5.4 Sanitary Facilities shall be in accordance with OSHA regulations.

### 1.6 FOOD

- 1.6.1 Construction personnel shall police their own areas during breaks. All cups, cans, paper, wrappers, and discarded food must be placed in trash receptacles at the end of each break.
- 1.6.2 Design Builder shall submit the proposed location of any break and eating areas to the District's Representative for approval.
- 1.6.3 Construction personnel are not allowed to have food within the project, whether those facilities exist or are under construction.



1.7 **ITEMS to be included in DBE lump sum General Conditions** in RFP Proposal shall include, but are not limited to the following:

1.7.1 Offsite parking for DBE administrative, management and Supervisory staff, craft labor included in general conditions (ie clean-up and safety workers).

1.7.2 Temporary toilets and hand wash stations, compliant with all COVID-19 requirements.

1.7.2.1 Refer section 01 52 00 for further detail on items to be included

1.7.3 Temporary barricades, fencing, gates to protect all students, faculty, staff and general public from construction activities. Barricades shall be lit as necessary for safety and security and shall be continuously maintained.

1.7.4 General clean-up of construction site on a daily basis, including debris boxes and off-site removal of trash.

1.7.5 Final clean-up – removal of all debris, construction related items, packaging, scraps etc., clean all surfaces of construction dust, materials.

1.7.6 COVID-19 costs, as required by AHJ, for temperature taking, reporting, sign-n sheets, sanitization of work areas, tools etc..

1

1.8 **SMOKING AND TOBACCO**

1.8.1 Smoking, and chewing tobacco are not permitted on the Project site.

1.8.2 Smoking and chewing tobacco are not permitted within the facilities during or after construction.

1.9 **SECURITY**

1.9.1 Comply with requirements of Article 14 of Section 00 50 00 (Form of Agreement).

1.9.2 All personnel must obey and act immediately upon any request by District security or law enforcement personnel.

1.9.3 A list of emergency phone numbers will be provided by the District Representative.

1.10 **SAFETY**

1.10.1 General

1.10.1.1 Watch for guests, invitees, and unauthorized personnel at all times.

- 1.10.1.2 Work only where there is a positive barrier separation, with “green screen” between construction activities and others.
- 1.10.1.3 Clean up all areas immediately in occupied areas.
- 1.10.1.4 Do not drape cords across corridors. All cords must be attached to the ceiling or taped to the floor (use tape with non-marring adhesive).
- 1.10.1.5 Maintain a minimum of 8'-0” clear within all corridors.
- 1.10.1.6 Do not leave materials or equipment in the corridor.

1.10.2 Safety equipment and consideration should include, but are not limited to:

- 1.10.2.1 Anyone known to be under the influence of alcohol or drugs shall be dismissed from the Project at once and not be allowed to return.
- 1.10.2.2 Offensive language is not permitted in any area where it may be overheard by surrounding properties.
- 1.10.2.3 Provide adequate emergency first aid equipment.
- 1.10.2.4 Post location and emergency phone numbers for local medical care.
- 1.10.2.5 Monitor safe ladder usage.
- 1.10.2.6 Provide exhaust controls for equipment.
- 1.10.2.7 Monitor noise levels and establish safe limitations.
- 1.10.2.8 Ensure adequate ventilation for air contaminants.
- 1.10.2.9 Insist on personal protective equipment, such as hard hats, safety shoes, and eye, ear, and face protection equipment.
- 1.10.2.10 Safety nets, belts, and lifelines shall be used, as appropriate.
- 1.10.2.11 Provide adequate emergency fire protection equipment.
- 1.10.2.12 Post location and emergency phone numbers for local fire departments.
- 1.10.2.13 Provide safe storage for all flammable and combustible materials.

- 1.10.2.14 Insist on safe and proper use of hand power tools and electrical drop cords.
- 1.10.2.15 Operation of cranes, derricks, and hoists should be in accordance with manufacturer's recommendations and appropriate ANSI and CAL-OSHA regulations.
- 1.10.2.16 All construction operations and personnel are subject to CAL-OSHA and applicable District Environmental Health & Safety regulations.
- 1.10.2.17 Provide adequate barricades and safety lighting at all open trenches adjacent to public access.
- 1.10.2.18 Properly fence entire confines of project site so as to avoid public access or unauthorized personnel.
- 1.10.2.19 All wall, floor, and ceiling penetrations shall be sealed to maintain fire and smoke ratings in accordance with CBC, NFPA 99 and Life Safety Code.
- 1.10.2.20 All emergency exit passages must be maintained free of obstructions.
- 1.10.2.21 Provide barricades and fencing in accordance with Section 00 50 00 (Agreement) or applicable law.

#### 1.10.3 Fire Prevention During Welding, Cutting, and Other Hot Work

- 1.10.3.1 All hot work shall be in accordance with industry standards and CAL-OSHA requirements.
- 1.10.3.2 Hot work includes welding, heat treating grinding, thawing pipe, powder-driven fasteners, hot riveting, and similar applications producing a spark, flame, or heat.
- 1.10.3.3 The Design Builder shall ensure that only approved apparatus, such as torches, manifolds, regulators, or pressure-reducing valves, and acetylene generators, are used.
- 1.10.3.4 The Design Builder shall ensure that all individuals involved in hot work are:
- 1.10.3.5 Trained in the safe operation of their equipment and the safe use of the process.
- 1.10.3.6 Have an awareness of the inherent risks involved and understand the emergency procedures in the event of a fire.

- 1.10.3.7 Are aware if any special risks, such as flammable materials or hazardous conditions at the hot work site.

#### 1.10.4 Project Inspector

- 1.10.4.1 Provision of inspectors by the District, if any, pursuant to provisions of this section shall be subject to following:
- 1.10.4.1.1 Design Builder shall allow inspectors full access to project at all times Work is in progress.
- 1.10.4.1.2 Design Builder shall not take any direction, approvals or disapprovals from inspectors.
- 1.10.4.1.3 Design Builder shall not rely on inspectors to ensure Work is completed in accordance with Contract documents.
- 1.10.4.2 Acts or omissions of any inspector (including, without limitation, inspector's failure to observe or report deficiencies in Design Builder's Work) shall not relieve Design Builder from its responsibility to complete Work in accordance with Contract documents.

#### 1.10.5 Directory For Assistance

A list of emergency phone numbers will be provided by the Engineering Department Service Center or the District's Representative.

#### 1.11 PCCD COVID-19 Protocol

1.11.1 DBE and all vendors (firm/company/contractor) should follow the Alameda County Health Department's mandated COVID-19 workplace safety and health guidelines. Workers working under the Contract shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, or their protection from damage, injury or loss. Vendors shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

DBE shall include all costs from said COVID-19 compliance in their RFP General Conditions proposal and in subsequent trade bid packages, including all direct cost impacts as well as indirect impacts such as loss of efficiency, vertical transportation, social distancing, sanitizing of tools, equipment and work areas, personal protective equipment, temperature taking, sign-in sheets, tool box meetings, reporting, documentation etc..

Refer <https://safe.peralta.edu/> for the most up-to-date District information and resources regarding COVID-19 for students, faculty/staff, and the community.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF DOCUMENT**

**PROJECT MANAGEMENT AND COORDINATION**

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**PART 1 - GENERAL****1.1 SUMMARY**

1.1.1 This section describes requirements for job site administration, including:

- 1.1.1.1 District's Representative
- 1.1.1.2 Design Builder's Project Management Team.

1.1.2 Related Sections.

- 1.1.2.1 Section 00 50 00 (Form of Agreement)
- 1.1.2.2 Section 01 11 13 (Work Covered by Contract Documents)
- 1.1.2.3 Section 01 33 00 (Submittal Procedures)
- 1.1.2.4 Section 01 70 00 (Execution and Closeout Procedures)

**1.2 DISTRICT'S MANAGEMENT TEAM**

1.2.1 The District shall be represented on this Contract by Atheria Smith serving as District's Representative, who will act personally or through authorized designees. The District has designated Keith Kajiya, AECOM PCCD Bond Program Manager to represent the District in carrying out the duties of District. The District may delegate all or a portion of the District's Representative's duties to a Construction Manager, Bob Parks, Kitchell CEM or other District Representative, which shall then perform all or a portion of the District's Representative's duties specified herein.

1.2.2 Functions of the District's Representative include, but are not limited to, the following:

- 1.2.2.1 The District's Representative functions as the primary point of contact with the Design Builder in all matters concerning the Contract, monitoring the Design Builder's performance in all respects to ascertain that the Work is performed in accordance with all of the requirements of the Contract.
- 1.2.2.2 The District's Representative is the focal point of contact with the Design Builder regarding clarification of discrepancies and resolution of questions of fact that arise during performance of the Work under the Contract. The District's Representative also performs this role with regard to all agency and utility construction interfaces with the Work under this Contract.
- 1.2.2.3 The Design Builder is required by the Contract to provide formal notice of any and all potential claims arising during the performance of the Work. The District's Representative will administer the processing and resolution of any such claims in accordance with the requirements of the Contract.

- 1.2.2.4 All contractual correspondence, including submittals, shall be directed and processed through the District's Representative unless otherwise specifically directed in the Contract. Any required or requested communications between the Design Builder and District, the District's Representative, or any other representative of District, will be coordinated by the District's Representative.

### 1.3 DESIGN BUILDER'S PROJECT MANAGEMENT TEAM

- 1.3.1 The Design Builder shall staff the Project with a management team qualified and experienced in construction of a public works project of this value, nature and complexity including the individuals identified by Design Builder in its Proposal. This team shall possess the competency, skills and authority specified in Section 00 50 00 (Agreement).
- 1.3.1.1 The Design Builder shall submit to the District prior to Notice to Proceed, the names, detailed project experience, references, and proposed project position for each team member. Key team members shall have appropriate experience in the proposed position.
- 1.3.1.2 The Design Builder shall not replace members of the Design Builder's management team without prior written approval of the District. If, during the course of the Project, the Design Builder finds it necessary to replace a member of the Project Management Team, the name, qualifications, and experience of the proposed replacement shall be submitted to District for approval.
- 1.3.2 The Project Management Team shall be composed of members with the necessary skills and be sufficient in number to handle all duties normal to a project of this scale and complexity. Special attention shall be given to the responsibility of the Project Management Team for coordination and scheduling.

### **PART 2 - PRODUCTS** (Not Used)

### **PART 3 - EXECUTION** (Not Used)

### **END OF SECTION**

**PROJECT MEETINGS**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

1.1.1 This section describes the required project meetings for this work. These meetings include:

- 1.1.1.1 Collaboration, Design and Preconstruction Conferences.
- 1.1.1.2 Coordination Meetings
- 1.1.1.3 Progress Meetings
- 1.1.1.4 Scheduling Meetings.
- 1.1.1.5 Quality Control Meetings
- 1.1.1.6 Special Meetings.

1.1.2 Related Sections.

- 1.1.2.1 Section 00 50 00 (Form of Agreement)
- 1.1.2.2 Section 01 11 00 (Work Covered by Contract Documents)
- 1.1.2.3 Section 01 11 20 (Design Services and Deliverables)
- 1.1.2.4 Section 01 33 00 (Submittal Procedures)

**1.2 DESIGN & PRECONSTRUCTION CONFERENCE**

1.2.1 District will call for and administer Collaboration, Design and Preconstruction Conferences at times and places to be announced. A Design Confirmation Conference will occur as soon after issuance of the Notice to Proceed as can be reasonably scheduled. Preconstruction Conferences will be scheduled no later than 30 days prior to the start of construction of the Work.

1.2.2 Design Builder, all Subconsultants and major suppliers shall attend the Design Confirmation Conference(s). Agenda will include, without limitation, the following items:

- 1.2.2.1 Design Builder and District Coordination and Meeting Procedures
- 1.2.2.2 Design Builder's Design Confirmation Plan with Subconsultants
- 1.2.2.3 Design Builder's Initial CPM Schedule for Design and Construction
- 1.2.2.4 Design Builder's Schedule of Values (including design activities)
- 1.2.2.5 Design Builder's Schedule of Deliverables and Agency Submittals

1.2.3 Design Builder, all Subcontractors, and all major suppliers shall attend the Preconstruction Conference(s). Agenda will include, without limitation, the following items:

- 1.2.3.1 Schedules
- 1.2.3.2 Personnel and vehicle permit procedures
- 1.2.3.3 Use of premises/Limits of Work
- 1.2.3.4 Location of the Design Builder's on-site facilities



- 1.2.3.5 Security
- 1.2.3.6 Site specific safety plan
- 1.2.3.7 Housekeeping
- 1.2.3.8 Design Builder's Quality Control Program
- 1.2.3.9 Submittals
- 1.2.3.10 Inspection and testing procedures, on-site and off-site
- 1.2.3.11 Utility shutdown procedures
- 1.2.3.12 Control and reference point survey procedures
- 1.2.3.13 Injury and Illness Prevention Program
- 1.2.3.14 Design Builder's Updated CPM Schedule
- 1.2.3.15 Design Builder's Schedule of Values
- 1.2.3.16 Design Builder's Schedule of Submittals

- 1.2.4 District will distribute copies of minutes to attendees. Attendees shall have five (5) Business Days to submit comments or additions to minutes. Minutes will constitute final project record of results of any conference.

### 1.3 COORDINATION MEETINGS

#### 1.3.1 Collaboration and Design Phase Coordination

- 1.3.1.1 District will be available to participate in Design Confirmation meetings or workshops as deemed necessary by the Design Builder.
- 1.3.1.2 Design Builder shall conduct at least weekly design coordination meetings with all subconsultants employed by the Design Builder. Design Builder shall invite the District or its representative to participate in these meetings.

#### 1.3.2 Construction Phase Coordination

- 1.3.2.1 District will be available as necessary to participate in Construction Phase Coordination Meetings.
- 1.3.2.2 Design Builder Construction Phase Coordination shall be integrated with the Design Builder's Quality Control Program, see Section 01 45 00 (Quality Control).
- 1.3.2.3 Design Builder shall conduct at least monthly Construction Phase Coordination Meetings with all Subcontractors employed by Design Builder. Design Builder shall invite District's representative to attend these meetings. Design Builder shall invite District to attend Design Builder's Quality Control Meetings.

### 1.4 PROGRESS MEETINGS

- 1.4.1 District will schedule and administer Progress Meetings throughout the duration of Design and Construction Work. Progress meetings will be held weekly unless otherwise directed by District.
  - 1.4.1.1 Design Phase Progress Meetings shall be held at the offices of the Design Builder's Architect or at the Office of the District as is mutually

agreed upon in advance by Design Builder and District Representative to be most advantageous for completing the Work.

- 1.4.1.2 Construction Phase Meetings shall be held at the Design Builder's Site office unless otherwise agreed between Design Builder and the District.
- 1.4.1.3 District will prepare an agenda and distribute it to the Design Builder and any Inspector in advance of the meeting.
- 1.4.1.4 District will preside at and conduct the meeting.
- 1.4.1.5 District will record and distribute minutes to the Design Builder, Inspectors, all other participants, and those affected by decisions made at a meeting, within five (5) Business Days after each meeting. Attendees shall have five (5) Business Days to submit comments or additions to the minutes. Minutes will constitute final project record of results of meeting.

## 1.5 SCHEDULING MEETINGS

### 1.5.1 Initial Schedule Review

- 1.5.1.1 Design Builder shall meet with the District and conduct initial review of the Design Builder's draft: Design Schedule, Design Deliverables Schedule, Shop Drawing and Sample Submittal Schedule, Schedule of Values, and Progress Schedule.
- 1.5.1.2 An authorized representative in the Design Builder's organization, designated in writing and who will be responsible for working and coordinating with District relative to preparation and maintenance of Progress Schedule, shall attend the initial review meeting.

### 1.5.2 Schedule Update Meetings

- 1.5.2.1 District will administer scheduling update meetings monthly and will distribute minutes of scheduling meetings to attendees. Details for Schedule Update Meetings shall conform to the description provided in Section 00 50 00 (Agreement).

## 1.6 QUALITY CONTROL MEETINGS

- 1.6.1 Design Builder shall conduct at a minimum weekly Quality Control Meetings as part of the Design Builder's Quality Control Program, see Section 01 45 00 (Quality Control).
- 1.6.2 Design Builder's attendees at Quality Control Meetings shall at a minimum include:
  - 1.6.2.1 Design Builder's Quality Control Manager
  - 1.6.2.2 Design Builder's Commissioning Coordinator; as required
  - 1.6.2.3 Design Builder's Safety Officer
  - 1.6.2.4 Subcontractors actively working on Site or preparing to mobilize.

- 1.6.2.5 Representatives of manufacturers and fabricators; as required
- 1.6.2.6 Design Builder's Architect
- 1.6.2.7 Subconsultant Engineers as activities dictate.

1.6.3 District's attendees at Quality Control Meetings shall at a minimum include:

- 1.6.3.1 District's Representative
- 1.6.3.2 District's Inspector of Record

1.6.4 Quality Control Meetings agendas shall include at a minimum:

- 1.6.4.1 Submittal Review, including approval status and schedule
  - 1.6.4.1.1 Product Data and Material Safety Data Sheets (MSDS)
  - 1.6.4.1.2 Shop Drawings & Coordination Documents
  - 1.6.4.1.3 Substitutions and Modifications Requests
  - 1.6.4.1.4 Manufacturer's Installation Requirements & Instructions
  - 1.6.4.1.5 Manufacturer's Operating Requirements & Instructions
- 1.6.4.2 Distribution of Testing and Inspection Reports
- 1.6.4.3 Review of In-progress activities for compliance and timeliness.
- 1.6.4.4 Coordination of Upcoming Testing, Inspection and Observation Procedures & Requirements
- 1.6.4.5 Summary of activity successes, deficiencies, and corrective measures

## 1.7 SPECIAL MEETINGS

- 1.7.1 Preparatory Meetings as activities dictate for Testing, Inspection and Observation.
- 1.7.2 Commissioning Meetings per approved Commissioning Plan and Schedule.
  - 1.7.2.1 Pre-Commissioning Planning
  - 1.7.2.2 Commissioning Plan Review
  - 1.7.2.3 Commissioning Scheduling and Procedures
- 1.7.3 Community Meetings as directed by District.
- 1.7.4 Ad Hoc Meetings as directed by District.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

**PROJECT MANAGEMENT SOFTWARE**

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**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- 1.1.1 All Contract Documents apply to the work of this section.
- 1.1.2 This section contains general information that applies to all work performed under the Contract, and is made inherently a part of each specification section.

**1.2 GENERAL PROJECT MANAGEMENT**

- 1.2.1 The District hereby directs Design Builder to use the Project's Internet/Web-based project management software to track and manage the Project.
- 1.2.2 Use of this project management software will not replace or change any contractual responsibilities of the project team members.
- 1.2.3 Each Project Team Member of the Design Builder: Superintendent, Project Engineer, Scheduler, and Project Manager, etc., shall have access to the Internet and an Internet e-mail address in order to communicate with various project team members. The Design Builder shall provide immediately upon receipt of the Notice to Proceed confirmation of these conditions and the names, positions, and e-mail addresses to the District.

**1.3 SOFTWARE AND HARDWARE REQUIREMENTS**

- 1.3.1 The Design Builder is required to provide at both the field office and home office locations from where this project is managed, the computer hardware, software and high speed Internet access that meet the requirements of the Web- Based project management software. This Software is intended to be a web-based application that does not require the Design Builder to purchase. The Design Builder will be given the ability to create additional user logins so that it may give access to those it determines to be necessary at no additional cost. Design Builder's access to the Locker Room Renovation Project Web-Based database will be limited to in accordance with permission levels configured by the District.
- 1.3.2 The District shall provide the Design Builder with Web-Based software training (if required). The anticipated training will take place after the Notice to Proceed has been issued and will be held in Oakland, California. The District will pay for the training course only for up to twenty (20) Design Builder staff members. Training for Design Builder is expected to be completed in up to two separate half day sessions. Training for additional staff can be arranged directly with Web-Based Software team at additional cost to the Design Builder.
- 1.3.3 The administrator for this project is the District's Representative or authorized designee.
- 1.3.4 The Design Builder shall provide an adequate number of trained users to properly manage the Project in accordance with the Project schedule. The

Design Builder shall have Internet access through an Internet service provider of its choice at its cost.

1.3.5 Software requirements are as follows:

1.3.5.1 A 32-bit operating system such as Windows XP or above with Service Pack 2 or above

1.3.5.2 Internet Explorer Version 7.0 or above

1.3.6 Hardware requirements are as follows:

1.3.6.1 Pentium based (or equivalent) workstation or laptop

1.3.6.2 32 megs of RAM minimum; ideally 128 megs of RAM or above

1.3.6.3 A connection to the Internet (128 kb/s or above)

1.3.7 More information on Web-Based Project Management software information will provide later in design phase.

1.4 SYSTEM MANAGEMENT AND USE

1.4.1 The District's Representative will administer the Web-Based Project Management Software user account.

1.4.2 All costs associated with using this system, including computer hardware and internet service are the responsibility of the Design Builder.

1.5 USE BY SUBCONTRACTORS

1.5.1 The District encourages the Design Builder to utilize Web-Based project management software for communicating with its Subcontractors. The Design Builder shall inform all Subcontractors of the purpose of the project management system and how it can assist them in obtaining information for the project.

1.6 COMMUNICATION PROCESS

1.6.1 The District's Representative will outline and detail communication, correspondence and coordination procedures at the initial Project Team meeting.

1.6.2 Most Project communication will take place in the Web-Based project management system by creating and distributing documents directly within the system, or by entering manually in the system dates and descriptions of items to track over time. All documents requiring formal signatures will be printed, and their hard copies signed and distributed.

1.6.3 The official submittal log will be maintained within Web-Based project management system. The Design Builder will use the Web-Based project management transmittal format for each submittal transmittal; however, the Design Builder will distribute prints, documents, reports, samples, etc. in the traditional manner, outside the system. The Web-Based project management system will be used to track and expedite processing of these items.

1.6.4 Design Builder will be required to maintain all current drawings within Web-Based project management system, including but not limited to the Program Verification and Design Development process as well as the development of the

Construction Documents. The Design Builder will be able to control administration of the drawings which includes but is not limited to: the ability to create a custom folder structure; folder-level permissions; auto-notifications for certain events (e.g., delete, check out) using Web-Based project management messaging system and the user's email address; auto-detection and uploading of a drawing's reference files; detailed history for a document, including revisions and access logs; check-in and check-out capabilities; view and markup capabilities.

1.6.5 Design Builder will be required to utilize modules including but not limited to: daily reports; meeting minutes; punch lists; requests for information (RFI); change items; cost events; and owner change order within the Web-Based project management system. The Design Builder can enter a RFI and the Architect/Engineer respond to the RFI completely within the Web-Based project management system without creating a hard copy. Support documentation in hard copy format for any document in Web-Based system may be scanned into an electronic file and attached in Web-Based system to documents.

1.6.6 Design Builder is required to use a digital camera in order to photo-document job progress and upload the associated images taken on a regular basis to the Web-Based system. Each report required under Section 00 50 00 (Agreement) should be accompanied by progress photograph(s). Cost for digital camera to be borne by Design Builder.

## 1.7 ARCHIVING

1.7.1 District may, at its cost and expense, obtain backups (on CDs or otherwise) of documents in Web-Based system. In the event of any dispute as to what items are the true and correct project records, items contained on the backups will control.

## PART 2 - PRODUCTS

Not Used.

## PART 3 - EXECUTION

3.1 Project Management Application is an Internet-Accessed Centralized Database of project information and consists of several separate modules or master file divisions for ease of organization. Available file divisions include but are not limited to: Correspondence, Daily Reports, RFI's, Transmittals, Submittals, Meetings, Documents, Drawings, Specifications, Punch Lists, Reports, Project Photos, Project Team, Schedule of Values, change items, cost events, owner change orders, owner request for proposals, etc.

3.2 The District shall provide the Design Builder with access to the Locker Room Renovation Project in Web-Based software described in paragraph 1.3.1 above. Each major team member for the Design Builder (i.e. project manager, superintendent, architect, etc.) must have access to Web-Based software and the required training to access the system. The Design Builder shall insure that all major team members on this project have Internet access available and access to Web-Based system during the duration of this Project.

- 3.3 Major Subcontractors are encouraged to utilize Web-Based project management software for the duration of their scope of work from commencement to completion of their scope of work. Major Subcontractors as a minimum shall be defined as sitework, mechanical, electrical, plumbing, structural, civil, landscape, telecommunications, concrete/masonry, security, storefront/windows, metal panels, drywall, roofing, and others deemed beneficial by the Design Builder.

All other Subcontractors and suppliers shall utilize email or fax for submission of documents to the Design Builder.

**END OF SECTION**

## **SUBMITTAL PROCEDURES**

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### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

Design Builder and District will jointly develop a list of submittals and shop drawings that are to be submitted to the District. Upon completion of the list, Design Builder will provide District with a preliminary schedule of shop drawings and submittals, which will list each submittal in order by specification section and the times for submitting, reviewing, and processing such submittal.

- 1.1.1 This section describes general requirements for submittals for the Construction Phase of the Work :

- 1.1.1.1 Procedures
- 1.1.1.2 Schedule of Shop Drawing and Sample Submittals
- 1.1.1.3 Safety Plan
- 1.1.1.4 Progress Schedule
- 1.1.1.5 Product Data
- 1.1.1.6 Shop Drawings
- 1.1.1.7 Samples
- 1.1.1.8 Quality Control Submittals
  - 1.1.1.8.1 Engineering Data
  - 1.1.1.8.2 Test Reports
  - 1.1.1.8.3 Certificates
  - 1.1.1.8.4 Manufacturers' Instructions
- 1.1.1.9 Machine Inventory Sheets
- 1.1.1.10 Operations and Maintenance Manuals
- 1.1.1.11 Computer Programs
- 1.1.1.12 Project Record Documents
- 1.1.1.13 Delay of Submittals

#### **1.1.2 Related Sections**

- 1.1.2.1 Section 00 50 00 (Agreement)
- 1.1.2.2 Section 01 11 13 (Work Covered by Contract Documents)
- 1.1.2.3 Section 01 11 20 (Design Services and Deliverables)
- 1.1.2.4 Section 01 31 91 (Project Meetings)
- 1.1.2.5 Section 01 45 00 (Quality Control)
- 1.1.2.6 Section 01 60 00 (Product Requirements)
- 1.1.2.7 Section 01 77 00 (Cleaning and Closeout Procedures)
- 1.1.2.8 Section 01 91 00 (Commissioning Requirements)

- 1.1.3 For Design Phase Deliverable Requirements, see Section 01 11 20 (Design Services and Deliverables).



## 1.2 PROCEDURES

- 1.2.1 Submit five (5) sets in addition to required quantities for Design Builder team members, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents required by the Contract Documents. In lieu of physical copies of paper submittals, the Design Builder may request to submit electronic copies.
- 1.2.2 Transmit each item with a standard letter of transmittal in form approved by District. Address to both District's Representative and Inspector of Record. One copy will be returned to Design Builder only when District action is required, generally where variations to the approved Contract Documents are desired.
- 1.2.3 Identify Design Builder, Subcontractor, subconsultant, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Provide space for District approval.
- 1.2.4 Where manufacturers' standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data which are applicable to this Project.
- 1.2.5 Submit Shop Drawings, Samples, Product Data and other submittals (collectively, "Submittals") to District for review and action in accordance with accepted Schedule of Submittals. Also see Section 01 45 00 (Quality Control). It is the intent that during the construction phase routing of Submittals to the District is informational for purposes of coordination and communication to the District's Representatives and Inspector of Record, except where such submittals represent deviations or substitutions from the approved construction documents then requiring District's review and approval.
- 1.2.6 The data shown on all Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show District the materials and equipment Design Builder proposes to provide and to enable District to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as District may require to enable District to review the submittal. The number of each Sample to be submitted will be as specified in the Specifications.
- 1.2.7 At the time of each submission, Design Builder shall give District specific written notice of all variations, if any, that the Submittal may have from the requirements of the approved Contract Documents, and the reasons therefore. This written notice shall be in a written communication separate from the Submittal. In addition, Design Builder shall cause a specific notation to be made on each Submittal submitted to District for review and approval of each such variation.
- 1.2.8 If District accepts such variation, it shall issue an appropriate Contract Modification with return to Design Builder of a reviewed set of the Submittal.

- 1.2.9 Submittal coordination and verification is the responsibility of Design Builder and its Subcontractors. Before submitting each Submittal, Design Builder and its Subcontractors shall have determined and verified:
- 1.2.9.1 All field measurements (where possible), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
  - 1.2.9.2 All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
  - 1.2.9.3 All information relative to Design Builder's sole responsibilities and of design and means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- 1.2.10 Design Builder shall also have reviewed and coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.
- 1.2.11 Design Builder's submission to District of a Submittal will constitute Design Builder's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Design Builder's review and approval of that Submittal.
- 1.2.12 Designation of work "by others", if shown in Submittals prepared by a Subcontractor, subconsultant or supplier, shall mean that work will be the responsibility of the Design Builder or another Subcontractor rather than the Subcontractor, subconsultant or supplier that has prepared submittals.
- 1.2.13 Prior to submitting to District, each of Design Builder's Submittals must be reviewed by the Design Build Architect and/or its Subconsultants and marked with actions defined as follows:
- 1.2.13.1 NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
  - 1.2.13.2 MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1. above, except that minor corrections as noted shall be made by Design Builder.
  - 1.2.13.3 AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors that must be resolved or corrected by Design Builder prior to subsequent review by District.

- 1.2.13.4 REJECTED - RESUBMIT - Submitted material does not conform to Drawings and Specifications in major respects, e.g., wrong size, model, capacity, or material.
  - 1.2.13.5 NOT REVIEWED - Submitted material has not been reviewed and is being returned to be acted upon by Design Builder without review by District.
  - 1.2.13.6 DISTRICT REVIEW & ACCEPTANCE REQUIRED - Submitted material meets Design Builder's general acceptance but, constitutes a variation from the approved Contract Documents thus requiring District-specific review and acceptance. District's reviewed submittal will be returned to Design Builder with actions as defined in 1 through 5 above.
- 1.2.14 It shall be Design Builder's responsibility to copy, conform and distribute reviewed Submittals in sufficient numbers for Design Builder's files, Subcontractors and vendors.
- 1.2.15 After District's review of a Submittal, revise and resubmit as required. Identify changes made since previous Submittal.
- 1.2.15.1 Begin no fabrication or work that requires Submittals until return of Submittals not requiring re-submittal.
  - 1.2.15.2 Normally, Submittals will be processed and returned to Design Builder within fifteen (15) Business Days of receipt and shall be processed by District so as not to delay Design Builder's performance.
- 1.2.16 Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with Submittals.
- 1.3 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS
- 1.3.1 Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Section 00 50 00 (Agreement).
  - 1.3.2 The Schedule of Shop Drawing and Sample Submittals will be used by District to schedule activities relating to review of submittals that may need District approval. District will review any shop drawing or submittal that constitutes substitution of products, systems or other deviation from approved Construction Documents. Schedule of Shop Drawing and Sample Submittals shall indicate a spreading out of Submittals and early Submittals of long lead-time items and of items that require extensive review.
  - 1.3.3 Schedule of Shop Drawing and Sample Submittals shall be reviewed by District and shall be revised and resubmitted until accepted by District.

#### 1.4 SAFETY PLAN

- 1.4.1 Submit five (5) copies of a Safety Plan, compliant with Article 11 of Section 00 50 00 (Agreement), specific to this Contract to District no later than thirty (30) Days after District's approval of completed Construction Documents for either the entire Project or the first accepted phase of work as may be defined by Design Builder.
- 1.4.2 One (1) copy of the accepted Safety Plan will be returned to Design Builder.
- 1.4.3 No on-site work shall commence until the Safety Plan has been reviewed and accepted by District. Acceptance of the Safety Plan shall not affect Design Builder's responsibilities for maintaining a safe working place and instituting safety programs in connection with project. Neither the District nor any of its representatives assume any responsibility for Design Builder's safety related obligations. Design Builder shall have sole responsibility for safety on and off the Site.

#### 1.5 PROGRESS SCHEDULE

- 1.5.1 See Section 00 50 00 (Agreement) for schedule and report requirements.
- 1.5.2 Submit one (1) operating electronic version on compact disk and five (5) print copies of the schedule at each of the following times:
  - 1.5.2.1 Original Project Master Schedule at least five (5) Days prior to the Design Conference or within fourteen (14) Days of Notice to Proceed, whichever is earliest.
  - 1.5.2.2 Detailed Design Schedule at least five (5) Days prior to the Design Conference or within fourteen (14) Days of Notice to Proceed, whichever is earliest.
  - 1.5.2.3 Detailed Construction Schedule a minimum of ten (10) Days prior to the Pre-Construction Conference outlined in Section 01 31 00 (Project Meetings) or within forty (40) Days prior to start of construction, whichever is earliest.
  - 1.5.2.4 Construction Progress Schedule updates monthly, submitted with each Pay Application.
- 1.5.3 Submit copies of the reports as required by Section 00 50 00 (Agreement).

#### 1.6 PRODUCT DATA

- 1.6.1 Within sixty (60) Days after District's approval of completed Construction Documents for the Project submit five (5) hard copies and one (1) electronic copy of the complete list of major products proposed for use, with name of the manufacturer, trade name, and model number for each product.

- 1.6.2 For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- 1.6.3 Tabulate products by specification section number.
- 1.6.4 Supplemental Data:
  - 1.6.4.1 Submit number of copies that Design Builder requires, plus five (5) hardcopies and one (1) electronic copy that will be retained by District.
  - 1.6.4.2 Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to the Project.
- 1.6.5 Provide copies for Project Record Documents described in Section 01 77 00 (Cleaning and Closeout Procedures).

## 1.7 SHOP DRAWINGS

- 1.7.1 Submit electronically or in hardcopy format as approved by District. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.
- 1.7.2 For Shop Drawings submitted in hardcopy format, submit the number of copies which Design Builder requires, plus five (5) copies which will be retained by District.
- 1.7.3 For Shop Drawings submitted in hardcopy format, the original sheet will be marked with District's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.
- 1.7.4 Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- 1.7.5 Include manufacturers' installation instructions when required by Specification section.

## 1.8 SAMPLES

- 1.8.1 Submit full range of manufacturers' standard colors, textures, and patterns when District's selection is required as outlined in paragraph 1.2 above.
- 1.8.2 Submit samples to illustrate functional and aesthetic characteristics of each product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- 1.8.3 Include identification on each sample, giving full information.
- 1.8.4 Submit five (5) samples unless otherwise specified.

1.8.5 Sizes: Unless otherwise specified, provide the following:

- 1.8.5.1 Paint Chips: Manufacturers' standard
- 1.8.5.2 Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
- 1.8.5.3 Linear Products: Minimum 6 inches, maximum 12 inches long
- 1.8.5.4 Bulk Products: Minimum 1 pint, maximum 1 gallon

1.8.6 Full size samples may be used in the Work upon approval.

## 1.9 QUALITY CONTROL SUBMITTALS

1.9.1 Design Data: Submit electronically or in hardcopy format as approved by District. When submitted in hardcopy format, submit five (5) copies. One (1) copy shall be marked with District's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.

- 1.9.1.1 Indicate that the design data conforms to or exceeds the requirements of the Contract Documents.
- 1.9.1.2 Submit supporting reference data, affidavits, and certifications as appropriate.
- 1.9.1.3 Identify conflicts with test reports, certificates, manufacturer's instructions or specific aspect(s) of the Contract Documents.

1.9.2 Test Reports: Submit electronically or in hardcopy format as approved by District. When submitted in hardcopy format, submit five (5) copies. One (1) copy will be marked with District's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.

- 1.9.2.1 Indicate that the material or product conforms to or exceeds specified requirements.
- 1.9.2.2 Reports may be from recent or previous tests on material or product, but must be acceptable to District. Comply with requirements of each individual Specification.

1.9.3 Certificates: Submit electronically or in hardcopy format as approved by District. When submitted in hardcopy format, submit five (5) copies. One (1) copy will be marked with District's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.

- 1.9.3.1 Indicate that the material or product conforms to or exceeds specified requirements.
- 1.9.3.2 Submit supporting reference data, affidavits, and certifications as appropriate.

1.9.3.3 Certificates may be recent or from previous test results on material or product, but must be acceptable to District.

1.9.4 Manufacturers' Instructions: Submit electronically or in hardcopy format as approved by District. When submitted in hardcopy format, submit five (5) copies. One (1) copy will be marked with District's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.

1.9.4.1 Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

1.9.4.2 Identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.10 MACHINE INVENTORY SHEETS

1.10.1 Not applicable.

#### 1.11 OPERATIONS AND MAINTENANCE MANUALS

1.11.1 Refer to Section 01 77 00 (Cleaning and Closeout Procedures) for Operation and Maintenance Manual submittal requirements.

#### 1.12 COMPUTER PROGRAMS

1.12.1 When any equipment requires operation by computer program(s), submit a copy of the program on appropriate compact disc plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Programs must be Windows XP compatible, or newer, or in a form otherwise acceptable to District. Provide required licenses to District at no additional cost.

#### 1.13 PROJECT RECORD DOCUMENTS

1.13.1 Submit one (1) copy of each of the Project Record Documents listed in Section 01 77 00 (Cleaning and Closeout Procedures).

#### 1.14 DELAY OF SUBMITTALS

1.14.1 Delay of Submittals by Design Builder is considered avoidable delay and Design Builder will not be entitled to an adjustment of the Contract Time due to delays attributed to late Submittals. Liquidated damages incurred because of late Submittals will be assessed to Design Builder.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**



**CALGREEN ENVIRONMENTAL REQUIREMENTS**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

1.1.1. Section includes: Comply with CALGreen environmental requirements related to energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality.

1.1.1.1. Nonresidential Projects: Comply with specific CALGreen requirements for nonresidential projects.

**1.2 ENVIRONMENTAL REQUIREMENTS**

1.2.1 Mandatory Measures: Comply with CALGreen Mandatory Measures applicable to Project.

1.2.1.1 Design team and construction team are each required to participate to maximum degree possible to achieve CALGreen environmental requirements.

1.2.1.2 Bridging Documents are not intended to limit alternative means of achieving environmental requirements.

1.2.1.2.1. Suggestions from Design/Build Contractor, subcontractors, suppliers, and manufacturers for achieving environmental requirements are encouraged; team approach is also encouraged.

1.2.1.3. Voluntary Tiers: Construction team is encouraged to achieve enhanced Voluntary Tier levels by incorporating additional measures as defined in CALGreen Appendixes.

1.2.1.3.1 Design/Build team is required to achieve Mandatory Measures and to achieve as much as possible without unacceptable cost impact or schedule impact on Project.

1.2.2 Requirements: Design/Build team is required to review CALGreen requirements relative to Nonresidential Projects.

1.2.2.1. Energy Efficiency: Comply with California Energy Commission requirements.

1.2.2.2. Water Efficiency and Conservation: Comply with requirements for both indoor and outdoor water use.

1.2.3 Material Conservation and Resource Efficiency:

1.2.3.1. Nonresidential Projects: Provide weather-resistant exterior wall and foundation envelope including prevention of landscape irrigation spray on structures (if any), and prevent water intrusion at exterior entries.

1.2.3.2. Construction Waste: Provide construction waste management plan as defined by CALGreen with at least 50% of construction waste diverted from landfill by recycling or salvage for reuse.

1.2.3.3. Nonresidential Project Building Maintenance and Operation: Provide for commissioning requirements as required by CALGreen including but not limited to testing, documentation and training, testing and adjusting.

#### 1.2.4 Nonresidential Projects Environmental Quality:

1.2.4.1. Mechanical Equipment Pollution Control: Cover duct and related air distribution component openings to prevent dust and debris accumulation.

1.2.4.2. Finish Material Pollution Control: Comply with CALGreen requirements for volatile organic compound (VOC) emissions including but not necessarily limited to following (as applicable):

- (1) Adhesives, sealants and caulks.
- (2) Paints and coatings.
- (3) Carpet systems including carpet, carpet cushion, and adhesives.
- (4) Resilient flooring systems.
- (5) Composite wood products formaldehyde limitations.

1.2.4.3. Filters: Comply with requirements for mechanically ventilated buildings to have air filtration media for outside and return air prior to occupancy.

1.2.4.4. Environmental Tobacco Smoke (ETS) Control: Comply with CALGreen requirements for ETS.

1.2.4.5. Interior Moisture Control: Comply with California Building Code requirements and CALGreen requirements for vapor retarder at concrete slab foundations and capillary break (aggregate base).

1.2.4.6. Building Material Moisture Content: Do not use water damage building materials, remove and place wet and high moisture content insulation, and do not enclose wall or floor framing when moisture content exceeds 19%.

1.2.4.7. Indoor Air Quality: Comply with CALGreen requirements for outside air delivery and carbon dioxide monitoring.

1.2.4.8. Environmental Comfort: Comply with CALGreen requirements for whole acoustical control and interior sound control.

1.2.4.9. Outdoor Air Quality: Comply with CALGreen requirements for reduction of greenhouse gases and ozone depletion.

1.2.5 Planning and Design: Construction team shall coordinate with Design Team regarding Project Planning and Design methods related to CALGreen requirements related to Project design and shall comply with requirements related to construction.

### 1.3 QUALITY ASSURANCE

1.3.1 Project Management and Coordination: Contractor to identify one person on Contractor's staff to be responsible for CALGreen issues compliance and coordination.

1.3.1.1. Experience: Environmental project manager to have experience relating to CALGreen building construction.

1.3.1.2. Responsibilities: Carefully review Contract Documents for CALGreen issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.

1.3.1.3. Meetings: Discuss CALGreen Goals at the following meetings.

(1) Pre-construction meeting.

(2) Pre-installation meetings.

(3) Regularly scheduled job-site meetings.

1.3.2 CALGreen Issues Criteria: Comply with requirements listed in CALGreen and various Specification sections. .

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

2.1.1. General Issues: Do not use materials with moisture stains or with signs of mold or mildew.

2.1.1.1. Moisture Stains: Materials that have evidence of moisture damage, including stains, are not acceptable, including both stored and installed materials; immediately remove from site.

2.1.1.2. Mold and Mildew: Materials that have evidence of growth of molds or of mildew are not acceptable, including both stored and installed materials; immediately remove from site.

## **PART 3 - EXECUTION**

### **3.1 PROTECTION**

3.1.1. Environmental Issues: Protect interior materials from water damage; where interior products not intended for wet applications are exposed to moisture, immediately remove from site.

3.1.1.1 Protect installed products using methods that do not support growth of molds and mildews. Immediately remove from site materials with mold and materials with mildew.

**END OF SECTION**

## REGULATORY REQUIREMENTS

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### PART 1 - GENERAL

#### 1.1 SUMMARY

- 1.1.1 This section includes regulatory requirements applicable to the Project.
- 1.1.2 Specific reference in the specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the date of award of the Design/Build Agreement, even if an earlier version was used in development of, and/or specified elsewhere in the Contract Documents, Request for Proposals or Criteria Documents.
- 1.1.3 Should any conditions develop not covered by the Contract Documents wherein the finished work will not comply with current codes, Design Builder shall address such conditions so that the finished work conforms to current codes.

#### 1.2 REFERENCES TO REGULATORY REQUIREMENTS

- 1.2.1 Codes, laws, ordinances, rules and regulations referred to in the Contract Documents shall have full force and effect as though printed in full in these specifications. Codes, laws, ordinances, rules and regulations are not furnished to the Design Builder, because the Design Builder is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations, including those for hazardous waste abatement work, in the Contract Documents is supplied to the Design Builder as a courtesy and shall not limit the Design Builder's responsibility for complying with all applicable laws, regulations or ordinances applicable to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.
- 1.2.2 All of the Work shall conform to all applicable Federal, State, and local codes, laws, ordinances, rules and regulations.
- 1.2.3 Precedence:
  - 1.2.3.1 Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
  - 1.2.3.2 Where the Drawings, Plans or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the Drawings, Plans and Specifications shall take precedence so long as such increase is legal.
  - 1.2.3.3 Where no requirements are identified in the Drawings, Plans or Specifications, Design Builder shall comply with all requirements of

applicable codes, ordinances and standards of governing authorities having jurisdiction.

- 1.2.3.4 The 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 proposals are opened and as it pertains to school construction including, without limitation:

- 1.2.3.4.1 Test and testing laboratory per section 4-335.

- 1.2.3.4.2 Special inspections per section 4-333 ©

- 1.2.3.4.3 Verified reports per section 4-365 & 4-343 ©

- 1.2.3.4.4 Duties of the Architect and Engineers shall be per section 4-333 (a) and 4-341.

- 1.2.3.4.5 Duties of the Design Builder shall be per section 4-343.

- 1.2.3.4.6 Addenda and Change Orders per section 4-338.

### 1.3 CODES

- 1.3.1 Codes which apply to the Contract Documents include, but are not limited to, the following:

- 1.3.1.1 California Building Code (Title 15, Part 2, Title 24, C.C.R., including, without means of limitation, sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)

- 1.3.1.2 California Electrical Code (Part 5, Title 24, C.C.R.)

- 1.3.1.3 California Mechanical Code (Part 3, Title 24, C.C.R.)

- 1.3.1.4 California Plumbing Code (Part 4, Title 24, C.C.R.)

- 1.3.1.5 California Elevator Safety Regulations (Part 7, Title 24, C.C.R.)

- 1.3.1.6 International Building Code

- 1.3.1.7 Uniform Plumbing Code

- 1.3.1.8 Uniform Mechanical Code

- 1.3.1.9 National Electrical Code

- 1.3.1.10 California Energy Code

- 1.3.1.11 California Fire Code

- 1.3.1.12 CALGreen Code

### 1.4 LAWS, ORDINANCES, RULES AND REGULATIONS

- 1.4.1 During prosecution of Work to be done under the Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

- 1.4.2 Federal

- 1.4.2.1 Americans With Disabilities Act of 1990 ADAI

- 1.4.2.2 29 CFR, Section 1910.1001, Asbestos
- 1.4.2.3 40 CFR, Subpart M, National Emission Standards for Asbestos
- 1.4.2.4 Executive Order 11246
- 1.4.2.5 Federal Endangered Species Act
- 1.4.2.6 Clean Water Act
- 1.4.2.7 Federal Occupational Safety & Health Administration Act

#### 1.4.3 State of California

- 1.4.3.1 California Code of Regulations, Titles 5, 8, 12, 13, 15, 17, 19, 20, 21, 22, 23 24 and 25
- 1.4.3.2 California Public Contract Code
- 1.4.3.3 California Health and Safety Code
- 1.4.3.4 California Government Code
- 1.4.3.5 California Labor Code
- 1.4.3.6 California Civil Code
- 1.4.3.7 California Code of Civil Procedure
- 1.4.3.8 CPUC General Order 95, Rules for Overhead Electric Line Construction
- 1.4.3.9 CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
- 1.4.3.10 California Occupational Safety and Health Administration (Cal OSHA)
- 1.4.3.11 Occupational Safety and Health Administration (OSHA): Hazard Communications Standards
- 1.4.3.12 California Endangered Species Act
- 1.4.3.13 Water Code
- 1.4.3.14 Fish and Game Code
- 1.4.3.15 California Education Code

#### 1.4.4 State of California Agencies

- 1.4.4.1 State and Consumer Services Agency
- 1.4.4.2 Office of the State Fire Marshal
- 1.4.4.3 CalTrans
- 1.4.4.4 Department of Fish and Game
- 1.4.4.5 Division of the State Architect
- 1.4.4.6 Office of Public School Construction
- 1.4.4.7 State Allocation Board
- 1.4.4.8 California Department of Education

1.4.5 Local Agencies:

- 1.4.5.1 City of Oakland
- 1.4.5.2 City of Oakland Fire Marshal
- 1.4.5.3 Bay Area Air Quality Management District
- 1.4.5.4 EBMUD – East Bay Municipal Utility District

1.4.6 Other Requirements:

- 1.4.6.1 National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.

- 1.4.6.2 The following NFPA Standards apply (latest edition):

NFPA Standard

- 13 Installation of Sprinkler Systems
- 14 Installation of Standpipes and Hose Systems
- 20 Installation of Centrifugal Fire Pumps
- 24 Installation of Private Fire Service Mains
- 50 Bulk Oxygen Systems
- 72 National Fire Alarm Code (as amended)
- 80 Fire Doors and Fire Windows
- 92A Smoke Control Systems
- 2001 Clean Agent Fire Extinguishing Systems

- 1.4.6.3 The Design Builder shall comply with Standard Specifications such as California Standard Specification, ASTM, ANSI, AASHTO, AISC, Commercial Standards, Federal Specifications, NFPA, NEMA, AWWA, UL, and the like.

- 1.4.6.4 References on the Drawings Plans or in the Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 01 41 00 together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

- 1.4.7 Design Builder shall provide access to all of the foregoing within twenty-four (24) hours and maintain a copy of each of the above documents in the Design Builder’s field office.

- 1.4.8 It shall be understood that manufacturers, producers, and their agents of materials are required either to have such specifications available for reference or to be fully familiar with their requirements as pertains to their project or material

1.4.9 Other Applicable Laws, Ordinances and Regulations:



- 1.4.9.1 Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions having authority over the Project.
- 1.4.9.2 Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
- 1.4.9.3 Where such laws, ordinances rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Stipulated Sum.

#### 1.4.10 Change Orders and Claims:

- 1.4.10.1 The Public Contract Code, including but not limited to § 7105(d)(2), and Government Code § 930.2 *et seq.*, apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims.
- 1.4.10.2 Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly authorized in a fully executed change order approved by District.

### 1.5 DEFERRED APPROVAL

- 1.5.1 Where noted in technical Specification sections, certain items of material may require deferred approval pending submittal of shop drawings. It is the District's intent to minimize the number of deferred submittals for this project. For these items, Contractor shall submit details and structural calculations for anchorage, to comply with State of California Code of Regulations Title 24, including Table 16-B. Calculations shall be made by a Structural Engineer registered in the State of California.

### 1.6 CONFLICTS

- 1.6.1 Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- 1.6.2 Between referenced regulatory requirements and the Contract Documents: Comply with the one establishing the more stringent requirement.

### 1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

- 1.7.1 The Design Builder acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Design Builder, must be accessible to the disabled public. The Design Builder shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Design Builder shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees

that any violation of this prohibition on the part of the Design Builder, its employees, agents or assigns shall constitute a material breach of this Agreement.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

**REFERENCES**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

- 1.1.1 This section includes reference standards, abbreviations, symbols and definitions used in the Contract Documents.
- 1.1.2 Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- 1.1.3 Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to the Design Builder, since manufacturers and trades involved are assumed to be familiar with their requirements.

**1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES**

- 1.2.1 References to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.
- 1.2.2 If during the performance of the Work, Design Builder discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, report it in writing at once by submitting an RFI to District, and await District's instructions before proceeding.
- 1.2.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, RFP, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - 1.2.3.1 The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - 1.2.3.2 The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

- 1.2.4 No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of District or Design Builder or any of Design Builder's consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to District or any of its consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- 1.2.5 Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in the Contract Documents.
  - 1.2.5.1 Comply with referenced standards and specifications; latest revision in effect at the time of opening of Proposals, unless otherwise identified by date.
    - 1.2.5.1.1 Exception: Comply with issues in effect as listed in governing legal requirements.
- 1.2.6 Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- 1.2.7 Jobsite Copies:
  - 1.2.7.1 Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.
  - 1.2.7.2 At a minimum, the following shall be readily available at the Site:
    - 1.2.7.2.1 Safety Codes: State of California, Division of Industrial Safety regulations.
- 1.2.8 Edition Date of References:
  - 1.2.8.1 When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Proposals.
  - 1.2.8.2 All amendments, changes, errata and supplements as of the effective date shall be included.
- 1.2.9 ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Design Builder is familiar with and has access to these nationally- and industry-recognized specifications and standards.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

**ABBREVIATIONS****PART 1 - GENERAL**

- 1.1 Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ADAAG	Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities
AECOM	AECOM (Program Manager)
AED	Association of Equipment Distributors
AGA	American Gas Association
AGC	Association of General Contractors
AHJ	Authorities Having Jurisdiction
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute (formerly American Standards Association)
APA	American Plywood Association
ARI	Air-Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industries
AWI	American Woodwork Institute
AWPA	American Wood- Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BIL	Basic Insulation Level
BIM	Building Information Modeling
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive
CCR	California Code of Regulations
CEC	California Electric Code
CFR	Code of Federal Regulations
CGA	Compressed Gas Association

CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Fence Manufacturers Institute
CMC	California Mechanical Code
CO	Change Order
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSA	Canadian Standards Association
CTI	Ceramic Tile Institute
DB	Design Build
DBE	Design Build Entity
DHI	Door and Hardware Institute
DSA	Division of State Architect (formerly known as the Office of the State Architect)
EPA	Environmental Protection Agency
FCI	Fluid Controls Institute
FFE	Furniture Fixtures and Equipment
FG	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specifications
GA	Gypsum Association
GANA	Glass Association of North America
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
I.D.	Identification
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society
ISA	Instrumentation Society of America
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
MIA	Masonry Institute of America
MIA	Marble Institute of America
MLSFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSDS	Material Safety Data Sheet
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association

NFPA	National Forest Products Association
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
NOFMA	National Oak Flooring Manufacturers Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo & Mosaic Association
NWWDA	National Wood Windows and Doors Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCCD	Peralta Community College District
PCI	Pre-stressed Concrete Institute
PDI	Plumbing and Drainage Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
RFI	Request for Information
RFP	Request for Proposals
RFS	Request for Substitution
RSI	Request for Supplemental Information
SDI	Steel Deck Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	Swinerton Management & Consulting (District's Construction Manager)
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
TCNA	Tile Council of North America
TIE	Time Impact Evaluation
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
WCLIB	West Coast Lumber Inspection Bureau
WDMA	Window and Door Manufacturers Association
WHI	Warnock Hersey International – a testing lab
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

## 1.2 Abbreviations in Specifications:

AWG	American Wire Gauge
accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	Cubic



Div.	Division
dia.	Diameter
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day
gpm	gallons per minute
hr.	Hour
kg.	kilogram (kilograms)
in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	Pounds
m	meter (meters)
Mfg.	Manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
No.	Number
o.c.	on centers
O.D.	outside diameter
psi	pounds per square inch
psf	pounds per square foot
sq.	Square
T & G	tongue and groove
U.S.	United States
yd.	yard (yards)

### 1.3 Abbreviations on Drawings:

Additional abbreviations, used only on drawings, are indicated thereon.

### 1.4 SYMBOLS

#### 1.4.1 Symbols in Specifications:

:	"shall be" or "shall" - where used within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
"	inch (inches)
'	foot (feet)
@	At

#### 1.4.2 Symbols on Drawings:

Symbols, used only on Drawings, are indicated thereon.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

**QUALITY CONTROL**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

- 1.1.1 This Section includes administrative and procedural requirements for the following:
  - 1.1.1.1 Quality assurance and quality control.
  - 1.1.1.2 Quality Control Plan.
  - 1.1.1.3 Special testing and inspection.
- 1.1.2 Materials to be furnished under the Contract Documents are subject to testing and inspection for compliance with the Drawings and Specifications. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Design Builder of responsibility for compliance with the Contract Document requirements.
  - 1.1.2.1 Specific quality assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 1.1.2.2 Specified tests, inspections, and related actions do not limit Design Builder's other quality assurance and control procedures that facilitate compliance with the Contract Document requirements.
  - 1.1.2.3 Requirements for Design Builder to provide quality assurance and control services required by District are not limited by provisions of this Section.
- 1.1.3 Related Sections include the following:
  - 1.1.3.1 Section 00 50 00 (Agreement) for developing a schedule of required tests and inspections.
  - 1.1.3.2 Section 01 43 39 (Mock-Ups) for the specific quality requirements associated with the construction and inspection of mock-ups.
  - 1.1.3.3 Section 01 73 29 (Cutting and Patching) for repair and restoration of construction disturbed by testing and inspecting activities.
  - 1.1.3.4 Divisions 2 through 33 Sections for specific test and inspection requirements.

## 1.2 DEFINITIONS

- 1.2.1 Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- 1.2.2 Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by District's Representative.
- 1.2.3 NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- 1.2.4 NVLAP: A testing agency accredited according to the National Institute of Standards and Technology's (NIST's) National Voluntary Laboratory Accreditation Program.
- 1.2.5 Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- 1.2.6 Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to District's Representative, to establish product performance and compliance with industry standards.
- 1.2.7 Source Quality Control Testing: Tests and inspections that are performed at the source (i.e., a plant, mill, factory, or shop).
- 1.2.8 Field Quality Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- 1.2.9 Testing Agency: An entity engaged to perform specific tests, inspections, or both that is certified as meeting the requirements applicable to the Work. Testing laboratory shall mean the same as testing agency.
- 1.2.10 Testing, Inspection and Observation (TIO) Program: A program prepared for approval prior to issuance of the building permit that identifies the materials and tests to be performed on a project and the firm(s) and/or individual(s) responsible for performing those tests including, at a minimum, those required by applicable sections of the California Building Standards Code.
- 1.2.11 Installer/Applicator/Erector: Design Builder or another entity engaged by Design Builder as an employee or Subcontractor of any tier to perform a particular construction operation, including installation, erection, application, and similar operations.
- 1.2.12 Experienced: As used herein, an individual or entity that has successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction to work in California.

### 1.3 CONFLICTING REQUIREMENTS

- 1.3.1 General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to District's Representative for a decision before proceeding.
- 1.3.2 Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to District's Representative for a decision before proceeding.

### 1.4 QUALITY CONTROL PERSONNEL

- 1.4.1 Quality Control Manager: Provide a Quality Control Manager at the Site to manage and implement the Quality Control Plan. The duties and responsibilities of the Quality Control Manager will be to manage and implement the Quality Control Plan. The Quality Control Manager's duties and responsibilities include, but are not limited to:
  - 1.4.1.1 Attending the Coordination and Detailing Activity (CDA) meetings, Weekly Construction Progress Meetings, Pre-installation Meetings, and Commissioning Meetings.
  - 1.4.1.2 Conducting Quality Control meetings, as necessary.
  - 1.4.1.3 Reviewing submittals.
  - 1.4.1.4 Preparing, monitoring and following through on Requests for Information, Change Orders, and Deferred Approvals.
  - 1.4.1.5 Preparing, coordinating and following through on Requests for Inspection.
  - 1.4.1.6 Ensuring testing is performed.
  - 1.4.1.7 Preparing required Quality Control certifications and documentation.

No Work or testing may be performed unless the Quality Control Manager or a Designated Alternate Quality Control Manager is on the Site. The Quality Control Manager shall report directly to an officer of the Design Build firm who shall not be the same individual as, nor be subordinate to, the Project Manager or Superintendent.
- 1.4.2 Qualifications: The Quality Control Manager must be a graduate of a four year accredited college program in one of the following disciplines: engineering, architecture, construction management, engineering technology, building construction, or building science with a minimum of ten (10) years' experience as

a superintendent, inspector, Quality Control Manager, project manager, or construction manager on major and complex projects.

- 1.4.3 Other Quality Control Personnel: Provide additional quality control personnel (e.g., Quality Control Specialists, administrative support staff) as described in the Quality Control Plan and as required to implement the Quality Control Plan. The District, at its sole discretion, may require the Design Builder to assign additional quality control personnel to the Project if the District believes the Design Builder's assigned personnel are not capable of implementing the Quality Control Plan to the District's satisfaction. The Design Builder shall provide any additional personnel required by the District at no additional cost. Other active members of the Quality Control Program shall include a minimum of a full time architectural and engineering coordinator, Contractor's LEED Coordinator as defined in Section 01 35 00 (Sustainable Design Requirements, and Contractor's Commissioning Coordinator as defined in Section 01 81 00 (Commissioning Requirements). The Quality Control Manager and supporting members' responsibility is to ensure compliance with Contract Documents and is a requirement of the Contractor Quality Control Program.

## 1.5 SUBMITTALS

- 1.5.1 Qualification Data: For testing agencies specified in Article 1.6 (Quality Assurance) below to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5.1.1 Testing, Inspection and Observation Program: Prepare according to the requirements contained in Section 7-141 of the California Building Standards Administrative Code (Part 1, Title 24, CCR). Submit to District Representative for approval prior to issuance of the building permit.

- 1.5.2 Reports: Reports of all tests made shall be provided regardless of whether test results indicate that the material tested is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Prepare and submit certified written reports that include the following:

1.5.2.1 Date of issue.

1.5.2.2 District's Project title and number.

1.5.2.3 Name, address, and telephone number of testing agency.

1.5.2.4 Dates and locations of samples and tests or inspections.

1.5.2.5 Applicable Construction Drawing, detail, and Specification numbers.

1.5.2.6 Names of individuals making tests and inspections.

1.5.2.7 Description of the Work and test and inspection method.

1.5.2.8 Identification of product and Specification Section including specified design strength or other applicable criteria.

- 1.5.2.9 Complete test or inspection data.
- 1.5.2.10 Test and inspection results and an interpretation of test results.
- 1.5.2.11 Record of temperature and weather conditions at time of sample taking and testing and inspecting.
- 1.5.2.12 Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 1.5.2.13 A statement that the material or materials were sampled and tested according to the requirements of the California Code of Regulations, Title 21 or 22 and 24.
- 1.5.2.14 Name and signature of laboratory inspector.
- 1.5.2.15 Recommendations on retesting and reinspecting, if any.
- 1.5.2.16 Reports shall be prepared according to the requirements of a Testing, Inspection, and Observation Program ("TIO") and sections 7-141 and 7-151 of the California Building Standards Code, Part 1, Title 24, CCR. Copies of each report shall be submitted as follows:
  - 1.5.2.16.1 District Representative
  - 1.5.2.16.2 Architect of Record
  - 1.5.2.16.3 Structural Engineer of Record
  - 1.5.2.16.4 Design Builder (2 copies)
  - 1.5.2.16.5 Inspector of Record
- 1.5.3 Permits, Licenses, and Certificates: For District's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- 1.5.4 Quality Control Plan: Prepare a plan describing procedures and methods the Design Builder will utilize to control the quality of the Work. At a minimum the Quality Control Plan shall include:
  - 1.5.4.1 An organizational structure description, including Quality Control supervision, and inspection reporting structure. Delineate personnel training and qualification activities.
  - 1.5.4.2 Plans and procedures for testing and inspections to verify attributes delineated in the Contract Documents, including those specified in referenced Codes and standards. Include documents that identify individual inspection or testing points and acceptance criteria, and include provisions for recording results and the responsible inspection/test personnel. This documentation shall be traceable to the particular material, items, processes or systems evaluated, including notification requirements.

- 1.5.4.3 Procedures for identifying and contractually invoking the applicable technical and quality requirements delineated in the Specifications on vendors supplying materials, parts and services.
- 1.5.4.4 Plans and procedures for receiving, inspecting and accepting materials and items. These shall include examination of physical condition and compliance with purchasing requirements, including markings for class type and grade, and conformance with supplied documentation. These shall also include provisions for:
  - 1.5.4.4.1 Identifying, controlling and processing non-conforming items, including notification to the District.
  - 1.5.4.4.2 Inspection of materials for authenticity to preclude counterfeit parts, for items and attributes of concern identified by District.
  - 1.5.4.4.3 Verifying for compliance and traceability, maintaining, and turnover to the District, certificates of conformance and mill certificates required by Contract Documents or codes or standards invoked, for materials received.
- 1.5.4.5 Provisions for identifying defective Work. Bring to District's attention, for consultation and possible relief, those cases where correction within the specified requirements may introduce a significant schedule penalty, personnel hazard, or compromise the quality of installed items, or is otherwise impractical.
- 1.5.4.6 Controls to assure that only the "Approved for Inspection" construction documents are utilized in the Work.
  - 1.5.4.6.1 This includes provisions for removing superseded versions from the work area, except where explicitly and prominently marked "Void - For Information Only"; such as to retain annotated installation data.
- 1.5.4.7 Detailed formal procedures or instructions for the performance of special processes, such as welding or concrete placement. These procedures/instructions and personnel performing special processes shall be qualified and certified as required by codes and standards invoked in the Contract Documents.
- 1.5.4.8 Controls providing for periodic calibration of testing and measurement equipment, including unique equipment identification and calibration tracking.
- 1.5.4.9 Maintain records documenting the implementation of the above activities, including tests, inspections, special process qualification and execution, vendor documentation and defective Work resolution. These records shall be indexed, protected and retrievable for final submission to District.



- 1.5.4.10 Identify all tests and inspections that Design Builder proposes to be conducted by the District.
- 1.5.4.11 Approval: The Quality Control Plan must be approved before the start of construction and shall reflect the requirements of the approved Testing, Inspection and Observation Program. The District reserves the right to require revisions to the Quality Control Plan that are necessary to ensure the specified quality of the Work. The District may interview Quality Control personnel at any time to verify their submitted qualifications.
- 1.5.4.12 Changes: The Design Builder shall submit any requested changes to the Quality Control Plan, including changes in personnel, to the District in writing. Proposed changes must be submitted at least seven (7) Days in advance of the desired effective date of the change. No change in the Quality Control Plan shall be implemented without the District Representative's written approval.

## 1.6 QUALITY ASSURANCE

- 1.6.1 General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- 1.6.2 Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. Installers shall be qualified by the product or equipment manufacturer, if required for warranty or other performance guarantees.
- 1.6.3 Manufacturer Qualifications: A firm experienced in fabricating products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units as required to meet the Project schedule.
- 1.6.4 Fabricator Qualifications: A firm experienced in procuring and fabricating products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units as required to meet the Project schedule.
- 1.6.5 Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in California and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of systems, assemblies, or products that are similar to those indicated for this Project in material, design, and extent.
- 1.6.6 Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1.6.6.1 Requirement for specialists shall not supersede building codes and regulations governing the Work.

- 1.6.7 Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, including the requirements of ASTM D3666, D3740, E329, E543, and E548 as applicable; and with additional qualifications specified in individual Sections; and that is acceptable to District. All testing shall be performed under the supervision and control of a California registered professional engineer employed by the testing agency.
- 1.6.8 Factory-Authorized Service Representative Qualifications: An authorized representative of a manufacturer who is trained and approved by the manufacturer to inspect installation of the manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- 1.6.9 Preconstruction Testing: Where a testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
- 1.6.9.1 Design Builder's responsibilities include the following:
- 1.6.9.1.1 Provide test specimens representative of proposed products and construction.
- 1.6.9.1.2 Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
- 1.6.9.1.3 Provide sizes and configurations of test assemblies to adequately demonstrate capability of products to comply with performance requirements.
- 1.6.9.1.4 Build site-assembled test assemblies using installers who will perform same tasks for Project.
- 1.6.9.1.5 When testing is complete, remove test specimens and assemblies; do not reuse products on Project.
- 1.6.9.2 Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality assurance service to Design Builder, with a copy to the District. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

## 1.7 QUALITY CONTROL

- 1.7.1 District Responsibilities: Where quality control services are indicated as District's responsibility, District will engage a qualified testing agency to perform these services.
- 1.7.1.1 Specified inspection and testing shall be performed in accordance with Part 1, Title 24, Article 4, Paragraph 7-149, California Code of Regulations.

- 1.7.1.2 District will furnish Design Builder with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspections they are engaged to perform.
- 1.7.1.3 Payment for these services will be by the District.
- 1.7.1.4 Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Design Builder, and the Contract Sum will be adjusted by Change Order.
- 1.7.1.5 District's Project Inspector:
  - 1.7.1.5.1 A Project Inspector employed by the District in accordance with the requirements of the California Building Code will be assigned to the work. The Project Inspector's duties are specifically defined in CCR Title 24 Part 1.
  - 1.7.1.5.2 The Design Builder shall notify the Project Inspector a minimum of 2 working days in advance of execution of all Work that requires inspection.
  - 1.7.1.5.3 The Work in all stages of progress shall be subject to the personal continuous observation of the Project Inspector. He or she shall have free and safe access to any or all parts of the work at any time. The Design Builder shall furnish the Project Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Design Builder from any obligation to fulfill this Contract.
- 1.7.2 Design Builder's Responsibilities: Tests and inspections not explicitly assigned to District are Design Builder's responsibility
  - 1.7.2.1 Where services are indicated as Design Builder's responsibility, engage a qualified testing agency to perform these quality control services.
    - 1.7.2.1.1 Design Builder shall not employ same entity engaged by District.
  - 1.7.2.2 Notify testing agencies and the District Representative at least seventy-two (72) hours in advance of time when Work that requires testing or inspecting will be performed.
  - 1.7.2.3 Where quality control services are indicated as Design Builder's responsibility, submit a certified written report, in duplicate, of each quality control service to the District Representative.
  - 1.7.2.4 Testing and inspecting requested by Design Builder and not required by the Contract Documents are Design Builder's responsibility.

- 1.7.2.5 Submit additional copies of each written report directly to authorities having jurisdiction, when so directed by the District Representative.
- 1.7.2.6 Do not cover work before required tests and inspections are performed (refer to paragraphs 4.22 and 4.1 of section 00 50 00 (Agreement)).
- 1.7.3 Disqualified Material: Material shipped or delivered to the site by the Design Builder from the source of supply prior to satisfactorily passing required tests or inspections, or prior to the receipt of a notice from the District Representative that such testing or inspection is not required, shall not be incorporated into the Work.
- 1.7.4 Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 (Submittal Procedures).
- 1.7.5 Retesting/Reinspecting: Regardless of whether original tests or inspections were Design Builder's responsibility, provide quality control services, including retesting and reinspection, for construction that replaces Work that failed to comply with the Contract Documents (refer to paragraphs 4.22 of section 00 50 00 (Agreement)).
  - 1.7.5.1 If such additional tests or inspections establish that such portion of the Work fails to comply with the Contract Documents, all costs of such additional tests and inspections, and all other costs resulting from such failure, including compensation for District Representative and District's consultants shall be deducted from the Contract Sum by Change Order.
  - 1.7.5.2 In addition, the Design Builder shall pay for:
    - 1.7.5.2.1 Additional costs, including compensation for travel and daily living expenses that are beyond normal inspection costs, when the District's Testing Laboratory is required to conduct inspections outside of the San Francisco Bay area.
    - 1.7.5.2.2 Costs of retesting Work revised or replaced by Design Builder, where required tests were performed on original construction.
    - 1.7.5.2.3 Costs of retesting construction used as temporary facilities by the Design Builder.
    - 1.7.5.2.4 Costs of testing construction required by Design Builder's substitutions.
- 1.7.6 Testing Agency Responsibilities: Cooperate with District Representative and Design Builder in performance of duties. Provide qualified personnel to perform required tests and inspections:
  - 1.7.6.1 Notify District Representative and Design Builder promptly of irregularities or deficiencies observed in the Work during performance of services.

- 1.7.6.2 Determine the location(s) from which test samples will be taken and in which in-situ tests are conducted.
- 1.7.6.3 Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- 1.7.6.4 Submit a certified written report, in duplicate, of each test, inspection, and similar quality control service through Design Builder.
- 1.7.6.5 Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 1.7.6.6 Do not perform any duties of Design Builder.
- 1.7.6.7 Submit two copies of a verified report to District Representative covering all tests and inspections that are required by the TIO Program during the progress of the Work. The report shall be furnished each time that the Work is suspended, covering the tests completed up to that time, at the completion of the Work, covering all tests, and as otherwise required by the TIO Program.
- 1.7.7 Associated Services: The Design Builder shall cooperate with agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1.7.7.1 Access to the Work.
  - 1.7.7.2 Incidental labor and facilities necessary to facilitate tests and inspections.
  - 1.7.7.3 Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 1.7.7.4 Facilities for storage and field curing of test samples.
  - 1.7.7.5 Delivery of specified quantities of representative samples of materials proposed for use as specified to testing agencies.
  - 1.7.7.6 Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 1.7.7.7 Security and protection for samples and for testing and inspecting equipment at Site.
  - 1.7.7.8 Pursuant to paragraph 13.2.2 of section 00 50 00 (Form of Agreement), the Design/Builder will be responsible for all inspection, review, and permit costs.
- 1.7.8 Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid the need to remove and replace construction to accommodate testing and inspecting.

- 1.7.8.1 Schedule times for tests, inspections, obtaining samples, and similar activities.
- 1.7.8.2 Do not cover any piping, wiring, ducts, or other installations until they have been inspected by the District's Inspector.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- 1.8.1 Special Tests and Inspections: The District will engage a qualified special inspector to conduct special tests and inspections as required by law, or regulatory agencies having jurisdiction over the Work. The responsibilities of the Special Inspector are as follows:
- 1.8.2 Verifying that manufacturer maintains detailed fabrication and quality control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
- 1.8.3 Notifying County's Representative promptly of irregularities and deficiencies observed in the Work during performance of its services.
- 1.8.4 Submitting a certified written report of each test, inspection, and similar quality control service to County's Representative with copy to Design Builder.
- 1.8.5 Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- 1.8.6 Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 1.8.7 Retesting and re-inspecting corrected work, as needed.

## PART 2 - PRODUCTS (Not used)

## PART 3 - EXECUTION

### 3.1 INSPECTION

- 3.1.1 The Design Builder shall provide access to the Work, including the facilities where the Work is in preparation, at all times for the purpose of inspection. The Design Builder shall maintain proper facilities and provide safe access for such inspection at all times.
- 3.1.2 The District shall have the right to reject materials and workmanship that are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the Site without charge to the District.
- 3.1.3 The District may make an examination of work already completed by requiring the Design Builder to remove or tear out such work at any time before final acceptance of the Work. Upon request, the Design Builder shall provide all facilities, labor and materials necessary to remove the portion of the Work designated by the District's Representative. If such work is found to be defective in any respect due to the fault of the Design Builder or its subcontractors, the Design Builder shall be responsible for all expenses of such examination and satisfactory reconstruction.

If such work is found to meet the requirements of the Contract Documents, the additional cost of labor and materials involved in the examination shall be allowed to the Design Builder.

### 3.2 QUALITY CONTROL REPORTS

3.2.1 Frequency: Reports are required for each day that Work is performed, for every seven (7) consecutive Days of no work, and on the last day of a no-work period. Account for each day throughout the life of the Contract. The reporting of Work shall be identified by Specification number and title and terminology consistent with the Contract Schedule. Design Builder Quality Control Reports shall be prepared, signed and dated by the Quality Control Manager and shall contain the following information:

3.2.1.1 Identify the part or parts of the Work that is the subject of the report.

3.2.1.2 Indicate, as applicable, that for the portion of the Work, the drawings and specifications were reviewed, submittals were approved, materials comply with approved submittals, materials are stored properly, preliminary work was done correctly, the testing plan was reviewed, and work methods and schedule were discussed.

3.2.1.3 Indicate, as applicable, that for this portion of the Work, the preliminary work was done correctly, samples have been prepared and approved, the workmanship is satisfactory, test results are acceptable, work is in compliance with the Contract Documents, and the required testing has been performed. Include a list of who performed the tests.

3.2.1.4 Results of off-site quality control work, if applicable, including actions taken.

3.2.1.5 List any rework items identified but not corrected by close of business.

3.2.1.6 List the rework items corrected from the rework items list along with the corrective action taken.

3.2.1.7 Include a "Comments" section in the report that contains pertinent information including directions received, quality control problem areas, deviations from the Quality Control Plan, construction deficiencies encountered, Quality Control meetings held, acknowledgement that as-built drawings have been updated, corrective direction given by the Quality Control Manager, and corrective action taken by the Design Builder.

### 3.3 TEST AND INSPECTION LOG

3.3.1 Prepare a sequentially numbered record of tests and inspection. Include the following:

3.3.1.1 Request for Inspection

3.3.1.2 Date test or inspection was conducted.

- 3.3.1.3 Description of the Work tested or inspected.
- 3.3.1.4 Applicable Construction Drawing and Specification numbers
- 3.3.1.5 Date test or inspection results were transmitted to District's Representative.
- 3.3.1.6 Identification of testing agency or special inspector conducting test or inspection.
- 3.3.2 Maintain log at Site. Post changes and modifications as they occur. Provide access to test and inspection log for District and its representatives' reference during normal working hours.
- 3.4 REPAIR AND PROTECTION
  - 3.4.1 General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
    - 3.4.1.1 Comply with the Contract Document requirements for Section 01 73 00 (Cutting and Patching).
  - 3.4.2 Protect construction exposed by or for quality control service activities.
  - 3.4.3 Repair and protection are Design Builder's responsibility, regardless of the assignment of responsibility for quality control services.
- 3.5 GEOTECHNICAL ENGINEERING
  - 3.5.1 The Design Builder's geotechnical engineer or his representative will provide the following tests and inspections:
    - 3.5.1.1 Continuous inspection of full placement
    - 3.5.1.2 Evaluation of onsite and imported earth materials before placement.
    - 3.5.1.3 Field test fill and earth backfill as placed and compacted.
    - 3.5.1.4 Inspect excavations and subgrade before concrete is placed
    - 3.5.1.5 Provide continuous inspection of pile boring.
    - 3.5.1.6 Provide periodic inspection of open excavations, embankments, and other cuts or vertical surfaces of earth.
    - 3.5.1.7 The Geotechnical Engineer will submit reports of tests and inspections. These reports will indicate compliance or noncompliance with the Contract Documents, results of compaction tests and that soil conditions encountered do or do not confirm anticipated conditions and support their design recommendations.
  - 3.5.2 Design Builder shall remove unsatisfactory material, re-compact, adjust moisture, place new material, or in the case of excavations, provide proper protective measures, perform other operations necessary, as determined by the geotechnical



engineer and directed by the District Representative, whose decisions and directions will be considered final.

### 3.5.3 Soils Test and Inspection Procedure

- 3.5.3.1 Allow sufficient time for testing and evaluation of results before material is needed. The Geotechnical Engineer will be the sole and final judge of suitability of all materials.
- 3.5.3.2 Laboratory compaction tests to be used will be in accordance with ASTM D 1557.
- 3.5.3.3 Field density tests will be made in accordance with ASTM D 1556.
- 3.5.3.4 The number of tests will be determined by the Geotechnical Engineer and District's Representative. Materials in question may not be used, pending test results.
- 3.5.3.5 The Geotechnical Engineer will visually or otherwise examine excavations and embankments.

## 3.6 CONCRETE TESTS AND INSPECTIONS

### 3.6.1 Tests

- 3.6.1.1 Notify Architect, District's Representative and testing agency of brand and type of cement and sources of aggregates in time for review, sampling and testing. Test cement in accordance with Title 24, 1928 B.1
- 3.6.1.2 Aggregate: The District's testing agency will test at least one sample for every two hundred (200) cubic yards of aggregate. Aggregates from a known source of supply that have shown by actual service to produce concrete of the required quality will be tested only for gradation and deleterious substances.
- 3.6.1.3 Obtain at least one set of samples for strength tests of each separate design mix of concrete placed each day. Frequency of sampling shall be not less than once per day, nor less than once for each fifty (50) cubic yards of concrete, nor less than once per 2,000 square feet of surface area for slabs or walls. Obtain one additional set of samples for testing at the start of concrete for each class of concrete, and whenever the mix or aggregate is changed.
- 3.6.1.4 One set of samples consists of four cylinders.
- 3.6.1.5 Cylinders will be taken so as to represent as nearly as possible the batch of concrete from which they are taken. Sampling procedures shall conform to ASTM C 172.
- 3.6.1.6 Test cylinders shall be made and cured in compliance with ASTM C 31, except as modified hereinafter. Tests will comply with ACI 301 for strength, slump, and air entrainment tests.

- 3.6.1.7 Test cylinders from respective batches, one at age of seven (7) Days, and two at age twenty-eight (28) Days. The fourth cylinder shall be held in reserve and tested only at the direction of the Architect or District's Representative. Cylinder testing procedures shall conform to ASTM C 39 for strength.
- 3.6.1.8 Slump tests shall be taken as required by Testing Laboratory to certify compliance with the Contract Documents. Slump shall be tested in accordance with ASTM C 143.
- 3.6.1.9 Minimum compressive strength of test cylinders, in pounds per square inch, shall not be less than the specified required design strength.
- 3.6.1.10 If minimum strengths of test cylinder fall below those specified, Architect or District's Representative may require test cores from hardened concrete to be taken and tested. Each core test, if taken shall consist of three cores. The cost of such cores and tests shall be borne by the Design Builder. Cores shall be taken in accordance with ASTM C 42, from locations selected by the Architect or District's Representative. The Design Builder shall repair core holes with a non-shrinking natural aggregate grout.
  - 3.6.1.10.1 Concrete testing by coring shall be considered acceptable if the average strength of the three cores is equal to at least .85 of the minimum specified twenty-eight (28) day strength and if no single core strength is less than five hundred (500) psi below the twenty-eight (28) day strength.

### 3.6.2 Concrete Inspections

- 3.6.2.1 An authorized inspector from the testing agency shall be present at all times during placing of structural cast-in-place concrete. The inspector shall inspect and accept the accuracy of all reinforcing steel before concrete is placed. Concrete construction activities shall not proceed until inspections are complete and the inspected construction is approved.

### 3.6.3 Concrete Mix Designs

- 3.6.3.1 Refer to Volume 3 and 6, Division 3 (Concrete)

### 3.6.4 Concrete Plant Inspection

- 3.6.4.1 Structural concrete manufacturer(s) shall deliver a certificate in accordance with ASTM C 94, Section 15.1, and all items of Section 15.2 with the addition of type and brand of cement and admixtures, source and identification of aggregates to the Inspector with each mixer truck. Certificates shall be from a public weighmaster. The inspector shall not accept concrete that is not accompanied and identified by a certificate from a batch plant inspector.
- 3.6.4.2 Concrete shall be mixed at certified automatic concrete batch plants and shall have quality control as follows:

- 3.6.4.2.1 Laboratory designed mixes using adequate cement factors.
- 3.6.4.2.2 The testing agency shall perform continuous batch plant inspection.
- 3.6.4.2.3 Compliance with California Building Code (CBC) Standard 19-3.
- 3.6.4.2.4 Periodic inspection of quality of materials used may be made by testing laboratory, acceptable to Architect or District's Representative.

### 3.7 HIGH-STRENGTH GROUT

- 3.7.1 This Article applies to structural grout used below base plates and similar applications.
- 3.7.2 The placement of grout materials will be continuously inspected by the District's testing agency.
- 3.7.3 Grout compressive strength testing: The District will obtain a set of three samples from each batch. Samples will be tested at one (1) or three (3) days and seven (7) days following mixing. Compressive strengths shall exceed the manufacturer's published minimum strengths or eighty percent (80%) of their published typical compressive strengths.

### 3.8 EXPANSION ANCHOR BOLTS (TITLE 24, 1925 B.3.5)

- 3.8.1 Expansion type concrete anchor bolts shall be Hilti Kwik Bolt II or as indicated on the approved Construction Documents. Other brands of similar anchors will be acceptable with demonstration of equivalency. Submit manufacturer's specifications and ICBO reports. All anchors shall be installed with special inspection in accordance with the requirements of the Building Code.
- 3.8.2 Fifty percent of the anchors or alternate bolts in any group arrangement shall be proof tested in tension or torque, as specified on the drawings.
- 3.8.3 Testing Requirements:
  - 3.8.3.1 Anchor diameter refers to the thread size.
  - 3.8.3.2 Apply proof test loads to anchors without removing the nut, if possible. If not possible, remove nut and install a threaded coupler to the same tightness as the original nut using a torque wrench and apply load.
  - 3.8.3.3 Reaction loads from test fixtures may be applied close to the anchor being tested, provided the anchor is not restrained from withdrawing by the fixture(s).
  - 3.8.3.4 Test equipment is to be calibrated by an approved testing laboratory in accordance with standard recognized procedures.
  - 3.8.3.5 The following criteria are applicable for the approval of installed anchors:

3.8.3.5.1 Hydraulic Ram Method: The anchor should have no observable movement at the applicable test load. For wedge and sleeve type anchors, a practical way to determine observable movement is that the washer under the nut becomes loose.

3.8.3.5.2 Torque Wrench Method: The applicable test torque must be reached within the following limits:

3.8.3.5.2.1 One half (1/2) turn of the nut.

3.8.3.5.2.2 One quarter (1/4) turn of the nut for the 3/8" sleeve anchor only.

3.8.3.5.3 Testing should occur a minimum of twenty-four (24) hours after installation of the subject anchors.

### 3.9 ADHESIVE ANCHORS

3.9.1 Installation Testing: Fifty percent of the anchors shall be pull-tested.

3.9.2 Proof Test Load: Pull test to twice the ICBO evaluation report design tension values or as indicated on the drawings.

3.9.3 Inspection: Installation of adhesive anchors will be continuously inspected in accordance with the requirements of the California Building Code, Section 1701, and the appropriate ICBO evaluation report.

### 3.10 EPOXY AND CEMENTITIOUS GROUTED DOWELS

3.10.1 Initial Testing: Install three anchors for each anchor size and installation position planned in allocation acceptable to the Architect or District's Representative. These anchors shall not be incorporated into the finished construction. The testing agency will pull-test these anchors at one hundred twenty-five percent (125%) of the values specified on the drawings.

3.10.2 Testing: The testing agency will pull-test fifty percent (50%) of the dowels in accordance with the schedule shown on the drawings. If any failures occur, the agency will pull-test one hundred percent (100%) of dowels in the vicinity or placed with the same batch of grout until at least twenty (20) tests demonstrate compliance. The Design Builder shall bear the cost of replacing failed dowels and re-inspection.

3.10.3 Inspection: Installation of epoxy grouted dowels will be continuously inspected in accordance with the California Building Code, Section 1701, and the appropriate ICBO evaluation report.

### 3.11 REINFORCING STEEL

#### 3.11.1 Tests

3.11.1.1 Tests shall be performed before the delivery of steel to the Site. Steel that does not meet specifications shall not be shipped to the Project.

3.11.1.2 Testing procedure shall conform to ASTM A 615.

3.11.1.3 Sample at the place of distribution, before shipment. Make one tensile strength test and one bending test from samples out of 10 tons, or fraction thereof, each size and kind of reinforcing steel, where taken from bundles as delivered from the mill and properly identified as to heat number. Mill analysis shall accompany report. Where identification number cannot be ascertained, or where random samples are taken, make one series of tests from each two and a half (2-1/2) tons, or fraction thereof, of each size and kind of reinforcing steel. Samples shall include not fewer than two pieces, each eighteen (18) inches long, of each size and kind of reinforcing steel.

3.11.1.4 Welds: Reinforcing bar welds shall be inspected. Tests of reinforcing bar welds shall be in accordance with ASTM E 709 and AWS D1.4. Chemical testing of reinforcing bars for welding shall conform to Title 24, 2603 B.5.2.

3.11.2 Inspector will inspect all reinforcement for concrete construction for size, dimensions, locations and proper placement. Special Inspector required for welding as required by Title 24, 1928 B.12. Inspector shall be present during welding of all reinforced steel.

3.11.3 Stone Veneer

3.11.3.1 All veneer shall be continuously inspected as required by the California Code or Regulations, Title 24, Part 2, Volume I, Section 1403 A.6.

3.12 STRUCTURAL STEEL INCLUDING MISCELLANEOUS STEEL

3.12.1 Mill certificates or affidavits and manufacturers' certifications shall be supplied to the inspector for verification of steel materials. Testing agency shall be notified at least three working days in advance of fabrication and supplied with the reports so that the inspector can make a shop inspection of the steel.

3.12.2 Inspection requests shall be based on Title 24, Part 2, California Building Code, Volume 2, Seismic Provisions for Structural Steel Buildings of the American Institute of Steel Construction, 2002.

3.12.3 Identify and mark steel in accordance with Section 2202B. Structural steel properly identifies need not be tested.

3.12.4 Tests of Steel Materials: If structural steel cannot be identified by heat or melt numbers, or if its source is questionable, not less than one tension test and one bend test will be made for each five tons or fractional part thereof. The cost of such testing will be borne by the Design Builder.

3.12.5 Testing and Inspection of Structural Steel:

3.12.5.1 Testing agency will visit the fabricator's plant to verify that materials used check with the mill tests, affidavits of test reports, and that fabrication and welding procedures meet specifications.

- 3.12.5.2 Testing agency shall visually check fabricated steel delivered to the Project against the working and reviewed shop drawings for compliance, and make physical tests and measurements as required to meet the Specifications.
- 3.12.5.3 Inspection of welding shall be in accordance with the requirements of section 2212 B.5.
- 3.12.5.4 Erection Inspection: Testing agency will visually inspect bolted and field welded connections, perform such additional tests and inspections of the field work as are required by the Architect or District's Representative and prepare test reports for the approval.
- 3.12.6 Ultrasonic Testing: All complete penetration multi-pass groove welds will be ultrasonically tested:
  - 3.12.6.1 The District's testing agency will perform ultrasonic testing immediately after welding is complete. A second ultrasonic testing will be performed near the end of field welding for at least twenty-five percent (25%) of the field welded groove welds.
  - 3.12.6.2 All defective welds shall be repaired and re-tested with ultrasonic equipment.
  - 3.12.6.3 When ultrasonic indications arising from the weld root can be interpreted as either a weld defect or the backing strip itself, the backing strip shall be removed at the Design Builder's expense and, if no root defect is visible, the weld shall be retested. If no defect is indicated on this re-test, and no significant amount of the base and weld metal haven been removed, no further repair or welding is necessary. If a defect is indicated, it shall be repaired at the Design Builder's expense.
  - 3.12.6.4 The ultrasonic instrumentation shall be calibrated by the technician to evaluate the quality of the welds in accordance with AWS D1.1.
  - 3.12.6.5 Should defects appear in welds tested, repairs shall be similarly inspected at the Design Builder's expense and at the direction of the Architect or District's Representative until satisfactory performance is assured.
  - 3.12.6.6 Other methods of inspection, for example, x-ray, gamma ray, magnetic particle, or dye penetrant, may be used on welds if deemed necessary by the Architect or District's Representative.
- 3.12.7 The testing laboratory will review welding procedure specifications and related documentation to verify compliance with AWS and the Contract Documents.

### 3.13 HIGH-STRENGTH BOLTS, NUTS AND WASHERS

- 3.13.1 Material Tests: High-strength bolts, nuts and washers will be sampled and tested in accordance with the requirements of the specification for High-Strength Bolts for Structural Steel Joints, including Suitable Nuts and Plain Hardened Washers, ASTM A325, or for Quenched and Tempered Alloy Steel Bolts for Structural Steel

Joints, ASTM 490, latest editions, details of construction, and installation procedure.

- 3.13.2 Inspection of High-Strength bolt Installation: Inspection of high-strength bolt installations shall be made in accordance with Title 24, Section 2213B by an inspector specially approved for that purpose by District Representative . The inspector will check the materials, equipment, details of construction, and installation procedure. The inspector shall furnish the Architect or District's Representative with a report that the Work has been completed in every respect in compliance with the approved Drawings and Specifications.

**END OF SECTION**

**SECTION 01 52 00**  
**CONSTRUCTION FACILITIES**

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**PART 1 - GENERAL**

**1. RELATED DOCUMENTS**

- 1.1. Drawings and general provisions of Section 00 50 00 (Form of Agreement), and other Division 1 Specification Sections, apply to this Section.

**2. SUMMARY**

- 2.1. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

- 2.2. Temporary utilities include, but are not limited to, the following:

- 2.2.1. Sewers and drainage.
- 2.2.2. Water service and distribution.
- 2.2.3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
- 2.2.4. Heating and cooling facilities.
- 2.2.5. Ventilation.
- 2.2.6. Electric power service.
- 2.2.7. Lighting.
- 2.2.8. Telephone service.
- 2.2.9. High-speed Internet service.

- 2.3. Support facilities include, but are not limited to, the following:

- 2.3.1. Temporary roads and paving.
- 2.3.2. Dewatering facilities and drains.
- 2.3.3. Project identification and temporary signs.
- 2.3.4. Waste disposal facilities.
- 2.3.5. Field offices.
- 2.3.6. District field office.
- 2.3.7. Storage and fabrication sheds.
- 2.3.8. Lifts and hoists.
- 2.3.9. Temporary elevator usage.
- 2.3.10. Temporary stairs.
- 2.3.11. Construction aids and miscellaneous services and facilities.

- 2.4. Security and protection of the Work shall comply with the requirements of Article 14 of Section 00 50 00 (Form of Agreement) and include, but are not limited to, the following:

- 2.4.1. Environmental protection.
- 2.4.2. Stormwater control.
- 2.4.3. Tree and plant protection.
- 2.4.4. Pest control.
- 2.4.5. Site enclosure fence.
- 2.4.6. Security enclosure and lockup.



- 2.4.7. Barricades, warning signs, and lights.
- 2.4.8. Covered walkways.
- 2.4.9. Temporary enclosures.
- 2.4.10. Temporary partitions.
- 2.4.11. Fire protection.

2.5. Related Sections include the following:

- 2.5.1. Section 00 50 00 (Form of Agreement) for progress cleaning requirements.
- 2.5.2. Section 01 77 00 (Cleaning and Closeout Procedures) for closeout, cleaning procedures.
- 2.5.3. Divisions 2 through 33 for temporary heat, ventilation, and humidity requirements for products in those Sections.

### 3. DEFINITIONS

- 3.1. Permanent Enclosure: As determined by District, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

### 4. USE CHARGES

- 4.1. General: Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 4.1.1. District's construction and management forces.
  - 4.1.2. Architect and other design sub-consultants.
  - 4.1.3. Testing agencies.
  - 4.1.4. Inspection services.
  - 4.1.5. Personnel of authorities having jurisdiction.
- 4.2. Sewer Service: Use District's existing sewer service without metering and without payment of use charges.
- 4.3. Water Service: Use water from District's existing water system without metering and without payment of use charges.
- 4.4. Electric Power Service: In existing structures use electric power from District's existing system without metering and without payment of use charges unless otherwise noted. For all new structures under construction and temporary facilities (including but not limited to all field offices and temporary construction facilities) Design Builder shall engage the appropriate local utility company to install temporary service. Pay electrical service use charges for all new structures under construction and temporary facilities.
- 4.5. Telephone and High-speed Internet Service: Design Builder shall install and pay for all telephone (voice and facsimile) and High-speed Internet service use and maintenance charges and insure that such utilities are available for use by all entities engaged in construction activities at Project site.

### 5. QUALITY ASSURANCE

- 5.1. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
- 5.1.1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- 5.1.2. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Design Builder to obtain required certifications and permits.

## 6. Material Safety Data Sheets (MSDS)

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

## 7. PROJECT CONDITIONS

- 7.1. Temporary Utilities: At the earliest feasible time, when acceptable to District, change over from use of temporary service to use of permanent service.
  - 7.1.1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before District's acceptance, regardless of previously assigned responsibilities.
- 7.2. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 7.2.1. Keep temporary services and facilities clean and neat.
  - 7.2.2. Relocate temporary services and facilities as required by progress of the Work.
  - 7.2.3. If power greater than that available at nearby convenience outlets is required, make arrangements for such service and pay all costs of wiring and current. Repair existing facilities to originally found conditions.

## PART 2 - PRODUCTS

### 1. MATERIALS

- 1.1. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by District. Provide materials suitable for use intended.

- 1.2. Pavement: Comply with Division 2 [Section "Asphaltic Concrete Paving."] [Section "Portland Cement Concrete Paving."] [Pavement Sections.]
- 1.3. Portable and Temporary Chain-Link Fencing: Minimum 2-inch (50-mm) 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails.
  - 1.3.1. For portable chain-link fencing, provide galvanized steel support bases for supporting posts. Use bolt clamp connections. No wire ties to secure between fence panels.
  - 1.3.2. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
  - 1.3.3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide District with three sets of keys.
  - 1.3.4. Visual Barrier: Provide and install mesh screen with District approved connections to fencing for visual barrier
- 1.4. Lumber and Plywood: Comply with requirements in Division 6 Section Rough Carpentry."
- 1.5. Paint: Comply with requirements in Division 9 Section "Painting."
- 1.6. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- 1.7. Water: Potable.

## 2. EQUIPMENT

- 2.1. General: Provide equipment suitable for use intended.
- 2.2. Field Office and District Field Office: Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading. Windows and doors are to have security bars and operable shades.
- 2.3. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 2.3.1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- 2.4. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- 2.5. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- 2.6. Heating Equipment: Unless District authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

- 2.6.1. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- 2.7. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- 2.8. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

## **PART 3 – EXECUTION**

### **1. INSTALLATION, GENERAL**

- 1.1. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by the District. See Article 3.3..1
- 1.2. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities and approved by District.

### **2. TEMPORARY UTILITY INSTALLATION**

- 2.1. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 2.1.1. Arrange with utility company, District, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2.1.2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 2.1.3. Obtain easements to bring temporary utilities to Project site where District's easements cannot be used for that purpose.
- 2.2. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
  - 2.2.1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  - 2.2.2. Connect temporary sewers to municipal system as directed by sewer department officials.

- 2.2.3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
- 2.3. Water Service: Use of District's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to District.
  - 2.3.1. The Design Builder shall be responsible for undue wasting of water used on the Work.
  - 2.3.2. Design Builder to furnish hoses and temporary piping placed where water connections are available.
  - 2.3.3. Provide adequate fire protection for the duration of work in accordance with local codes, ordinances and the State Fire Marshal.
    - 2.3.3.1. The Design Builder shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to construction work, building materials, equipment, and public property. The Design Builder shall be responsible for providing, maintaining and enforcing fire protection methods
  - 2.3.4. here installation below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- 2.4. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 2.4.1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2.4.2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
  - 2.4.3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
  - 2.4.4. Drinking-Water Facilities: Provide bottled-water, drinking-water units and paper cup supply.
- 2.5. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
- 2.6. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being

installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

2.6.1. Unless the District Project Manager authorizes an alternate procedure in writing, in advance of the start of construction; continuously ventilate all construction work areas and spaces with 100% outdoor (fresh) air for at least 30 days prior to substantial completion of work. In areas, which make use of natural ventilation such as windows, install temporary fans sufficient to provide no less than three air changes per hour. In all cases make sure that air is exhausted from construction work areas directly to the outdoors; do not re-circulate air or ventilate to other enclosed areas either within the occupied school or the construction area itself. Continuously operate ventilation systems and/or temporary fans 24 hours per day, 7 days per week, providing all measures necessary to allow the operation of ventilation systems and fans while maintaining the security of the site.

2.6.1.1. When volatile organic compound, and/or odor generating activities are performed during the 30-day ventilation period provide temporary exhaust ventilation to capture emissions and exhaust them directly to the outdoors. Extend the building flush out for a minimum of four days after the completion of any such activities.

2.6.1.2. During ventilation, make necessary provisions to temper supply air or heat spaces sufficiently to prevent condensation, water damage, and/or mold growth. Do not attempt to speed the off gassing of materials and/or curing of finishes by increasing room temperatures above normal levels ("baking" the building and/or components)

2.6.1.3. Additional Conditioning at Move-In: Continue to operate ventilation systems at 100% fresh air during occupant move-in and unpacking. Do not perform final balancing of the ventilation system until two weeks after the move-in.

2.7. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.

2.7.1. Install power distribution wiring overhead and rise vertically where least exposed to damage.

2.8. Electric Power Service: Where approved by the District, use of District's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to District.

2.9. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.

2.9.1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

2.10. Lighting: Provide temporary lighting, as required, with local switching that provides adequate illumination for construction operations and traffic conditions.

2.11.Equipment: Provide equipment throughout construction period for common-use facilities used by all personnel engaged in construction activities.

2.11.1. Provide the following at District Field office:

2.11.1.1. CM Office

2.11.1.1.1. One fax, copy, scan machine with one dedicated phone line.

2.11.1.2. IOR Office

2.11.1.2.1. One fax copy, scan machine with one dedicated phone line.

2.11.1.3. Conference Room

2.11.1.3.1. One telephone with conference and speaker capability: Provide dedicated phone line.

2.11.1.3.2. Provide and install separate High-speed Internet service, modem, and two (2) four-port wireless router for networking hardware/software for use during construction as directed by District's representative.

2.11.1.3.3. Design Builder is responsible to maintain continuous High-speed Internet and telephone service throughout construction.

2.11.1.3.4. Provide an answering machine or voice mail service on all telephones in the District's field office.

2.11.1.3.5. Provide three (3) sets of keys for each door at the trailers.

2.11.1.3.6. District Office and Conference Rooms to have weekly (or more) Janitorial Services.

2.11.1.3.7. District Field Offices shall have one (1) Men's and one (1) Women's interior toilet facilities with hot/cold water. Bottled drinking water with cups shall be provide for the duration of the Project.

2.11.1.4. Provide the following at Design Builder Field office:

2.11.1.4.1. Provide minimum of one (1) Scan/Copy/Print machine.

2.11.1.4.2. Provide separate High-speed Internet service, modem, and four-port wireless router for networking hardware/software for use during construction.

2.11.1.4.3. Design Builder is responsible to maintain continuous High-speed Internet and telephone service throughout construction.

2.11.1.5. In the Field Office, post a list of important telephone numbers.

2.11.1.5.1. Police and fire departments.

2.11.1.5.2. Ambulance service.

2.11.1.5.3. Design Builder's home office.

2.11.1.5.4. Architect's office.

2.11.1.5.5. Engineers' offices.

2.11.1.5.6. District's office.

2.11.1.5.7. Principal sub-Design Builders' field and home offices.

2.11.1.6. Furnish superintendent with an electronic paging device or a portable two-way radio for use when away from field office.

2.11.1.7. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

### 3. SUPPORT FACILITIES INSTALLATION

3.1. General: Comply with the following:

- 3.1.1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities in locations approved by the District.
- 3.1.2. Provide incombustible construction for offices, shops, and sheds located within construction area. Comply with NFPA 241.
- 3.1.3. Maintain support facilities until after project final completion and with approval of the District.
- 3.2. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas, if required, as indicated on Drawings.
  - 3.2.1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches (150 mm).
  - 3.2.2. Provide gravel paving course of subbase material not less than 6 inches (75 mm) thick; roller compacted to a level, smooth, dense surface.
  - 3.2.3. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
  - 3.2.4. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  - 3.2.5. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  - 3.2.6. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 2 Section "Earthwork."
  - 3.2.7. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
  - 3.2.8. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 2 Section "Hot-Mix Asphalt Paving."
- 3.3. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- 3.4. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
  - 3.4.1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.



- 3.4.2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
- 3.5. Project Identification and Temporary Signs: Prepare a minimum of two (2) Project identification signs not less than 32 square feet in area. Install signs in locations approved by the District to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
  - 3.5.1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated. District to provide project information to be included on signage.
  - 3.5.2. Prepare temporary signs to provide directional information to construction personnel and visitors.
  - 3.5.3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood. Support on posts or framing of preservative-treated wood or steel. Do not install signage on any fencing – temporary or permanent.
  - 3.5.4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
- 3.6. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
  - 3.6.1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
  - 3.6.2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
- 3.7. Professional Cleaning Services: Provide professional cleaning services on a weekly basis for temporary offices, first-aid stations, toilets, and similar areas.
- 3.8. District Field Office: Provide an insulated, weathertight, air-conditioned field office for use as by the District, District's Representative, Inspector of Record, and Architect; of sufficient size to accommodate required office personnel. District field office to contain office for IOR, office for Construction Manager (CM), Project Manager (PM), Project Engineer (PE), Project Administrator (PA) and common meeting area as detailed below. Provide and maintain all new equipment below, including all ancillary supplies required to operate equipment provided under contract. (Such as; copier toner, copy paper, drinking cups, etc).
  - 3.8.1. IOR Office Requirements as follows:
    - 3.8.1.1. Provide a minimum 140 sq. ft. (13 sq. m) office with lockable door.
    - 3.8.1.2. One desk and one ergonomic chair, two four-drawer file cabinets, a plan table, a plan rack, and one bookcase.

- 3.8.1.3. One plain paper fax, copier, scanner, copier model HP Laser Jet M1522n MFP or approved equal with capability to fax multiple pages at a time and print a confirmation page.
- 3.8.2. CM/PM Office Requirements as follows:
  - 3.8.2.1. Provide a minimum 140 sq. ft. (13 sq. m) office with lockable door.
  - 3.8.2.2. One desk and one ergonomic chair, two four-drawer file cabinets, a plan table, a plan rack, and one bookcase.
    - 3.8.2.2.1.1. Provide one (1) new digital camera with minimum 1 gigabyte storage card.
    - 3.8.2.2.1.1.1. One plain paper fax, copier, scanner, copier model HP Laser Jet M1522n MFP or approved equal with capability to fax multiple pages at a time and print a confirmation page.
- 3.8.3. PE/PA Office Requirements as follows:
  - 3.8.3.1. Provide a minimum 64 sq. ft. (7.8 sq. m) workstation with overhead storage and task lighting.
  - 3.8.3.2. One desk or worksurface and one ergonomic chair, two four-drawer file cabinets and pencil drawer (lockable), a plan table or worksurface, a plan rack, and one bookcase.
- 3.8.4. Common Meeting Area:
  - 3.8.4.1. Provide a room of not less than 240 sq. ft. (22.5 sq. m) for Project meetings. Furnish room with conference table suitable for 14 people, 14 folding chairs, 4-foot-by-6-foot- tack board, and 4-foot-by-6-foot- white board.
  - 3.8.4.2. One desk and one ergonomic chair, one four-drawer file cabinet.
  - 3.8.4.3. Water cooler with hot and cold spigot.
  - 3.8.4.4. DB team shall provide a scanner/printer/copier capable of printing B/W and in Color on 8-1/2" x 11" and 11" x 17" paper.
  - 3.8.4.5.
- 3.9. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.

#### 4. SECURITY AND PROTECTION FACILITIES INSTALLATION

- 4.1. General: Comply with the requirements of Article 14 of 00 50 00 (Agreement).
- 4.2. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from surrounding properties. Design Builder shall perform all work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.
- 4.3. Storm Water Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

- 4.4. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees (if identified for protection) to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- 4.5. Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest-control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Engage this pest-control service to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain two-year extended warranty for District. Perform control operations lawfully, using environmentally safe materials approved by the District.
- 4.6. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. The Design Builder is required to secure all areas of work and set security alarms when leaving the site.
- 4.7. Barricades, Warning Signs, and Lights: Comply as required with local authorities and State safety ordinances, standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazards. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- 4.8. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 4.8.1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 4.8.2. Vertical Openings: Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
  - 4.8.3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  - 4.8.4. Install tarpaulins security using fire retardant treated wood framing and other materials.
- 4.9. Temporary Partitions: Erect and maintain effective dustproof partitions and temporary enclosures to prevent dust and dirt migration into areas of completed construction and to separate areas from fumes, odors and noise. Construction of temporary barriers shall take into consideration existing hazardous materials present in building finishes.
  - 4.9.1. Construct dustproof partitions of not less than nominal 4-inch (100-mm) studs, 5/8-inch (16-mm) gypsum wallboard with joints taped on occupied side, and 1/2-inch (13-mm) fire-retardant plywood on construction side.
  - 4.9.2. Insulate partitions to provide noise protection to occupied areas.
  - 4.9.3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.

- 4.9.4. Protect air-handling equipment.
- 4.9.5. Weatherstrip openings.
- 4.9.6. Where the heating, ventilating, and/or air conditioning (HVAC) system and ducting is shared between the construction and completed areas of the Project, either isolate the areas by duct capping or conduct construction operations with ventilation shut down and sealed after hours or weekends.
- 4.10. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 4.10.1. Store combustible materials in containers in fire-safe locations.
  - 4.10.2. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
  - 4.10.3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
  - 4.10.4. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
  - 4.10.5. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4.10.6. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

## 5. OPERATION, TERMINATION, AND REMOVAL

- 5.1. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- 5.2. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
  - 5.2.1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 5.2.2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

- 5.3. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities without District approval
- 5.4. Termination and Removal: Remove each temporary facility when authorized by the District. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
- 5.4.1. Materials and facilities that constitute temporary facilities are the property of Design Builder. District reserves right to take possession of Project identification signs.
- 5.4.2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
- 5.4.3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 "Closeout Procedures". If LBP was disturbed during renovation the final cleaning shall meet the minimum requirements of 40 CFR Part 745 in addition to Division 1 "Closeout Procedures".

## **END OF SECTION**

## PRODUCT REQUIREMENTS

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### PART 1 - GENERAL

#### 1.1 SUMMARY

1.1.1 This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and product substitutions.

1.1.2 Related Sections include the following:

1.1.2.1 Section 01 42 00 (References) for applicable industry standards for products specified.

1.1.2.2 Section 01 77 00 (Cleaning and Closeout Procedures) for submitting warranties for Contract closeout.

#### 1.2 DEFINITIONS

1.2.1 Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1.2.1.1 Refer to District Standards and Criteria Documents for Sole Source Material or Equipment.

1.2.1.2 Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

1.2.1.1 New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.

1.2.2 Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Design Builder, as allowed in Section 00 10 00 (Request for Proposals).

1.2.2.1 The following are not considered substitutions:

1.2.2.1.1 Revisions to Contract Documents requested by the District's Representative.

- 1.2.2.1.2 Specified options of products and construction methods included in Contract Documents.
- 1.2.2.1.3 The Design Builder's determination of and compliance with governing regulations and orders issued by governing authorities.

1.2.2.2 Design Builder will be held responsible for: (a) all costs and claims arising from any cost or schedule impact resulting from the District's approval of a requested substitution and (b) all costs and claims arising from any cost or schedule impact resulting from any substitution not approved by the District.

### 1.3 SUBMITTALS

1.3.1 See Section 01 33 00 (Submittal Procedures).

1.3.2 Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1.3.2.1 Coordinate product list with Design Builder's Contract Schedule and the Submittals Schedule.

1.3.2.2 Form: Tabulate information for each product under the following column headings:

1.3.2.2.1 Specification Section number and title.

1.3.2.2.2 Generic name used in the Contract Documents.

1.3.2.2.3 Proprietary name, model number, and similar designations.

1.3.2.2.4 Manufacturer's name and address.

1.3.2.2.5 Supplier's name and address.

1.3.2.2.6 Installer's name and address.

1.3.2.2.7 Projected delivery date or time span of delivery period.

1.3.2.2.8 Identification number on Contract Schedule network.

1.3.2.2.9 Identification of items that require early submittal approval for scheduled delivery date.

1.3.2.3 Product List: Within sixty (60) Days after date of commencement of the Work, submit five (5) physical copies of product list and submit one (1) electronic copy. Include a written explanation for omissions of data and for variations from Contract requirements.

- 1.3.2.4 District's Action: District will respond in writing to Design Builder within fifteen (15) Days of receipt of each product list. District's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. District's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

### 1.3.3 QUALITY ASSURANCE

- 1.3.4 Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

- 1.3.5 Compatibility of Options: If Design Builder is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

- 1.3.6 Underwriter's Laboratories, Inc. ("UL") Label: Where laboratory standards have been established and label service is available, materials and equipment shall bear the appropriate UL, Warnock-Hersey, or Factory Mutual label.

- 1.3.7 Manufacturers' Trademarks and Names: District's Representative reserves the right to review and request the removal or redesign of manufacturers' trade marks and names on items of material and equipment that will be exposed to view in the completed Work. Such removal or redesign shall be completed with no adjustment to the Stipulated Sum.

## 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- 1.4.1 Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

### 1.4.2 Delivery and Handling:

- 1.4.2.1 Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 1.4.2.2 Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 1.4.2.3 Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 1.4.2.4 Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.



- 1.4.2.5 Reject delivery of damaged or defective items. Promptly remove damaged or defective products from the Project site and replace with new at no change to the Stipulated Sum.

#### 1.4.3 Storage:

- 1.4.3.1 Store products to allow for inspection and measurement of quantity or counting of units.
- 1.4.3.2 Store materials in a manner that will not endanger Project structure.
- 1.4.3.3 Store products that are subject to damage by the elements under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
- 1.4.3.4 Store cementitious products and materials on elevated platforms.
- 1.4.3.5 Store sand, rock, or aggregate materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- 1.4.3.6 Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 1.4.3.7 Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 1.4.3.8 Protect stored products from damage.
- 1.4.3.9 Periodically inspect stored products to assure that products are maintained under specified conditions and are free from damage and deterioration.
- 1.4.3.10 The use of mechanical or electrical rooms for storage of materials is prohibited.

#### 1.4.4 Imported Materials and Products:

- 1.4.4.1 Imported materials and products require special handling in shipping crates. Document and examine materials at the following points:
  - 1.4.4.1.1 At the origination point prior to crating.
  - 1.4.4.1.2 At the port of embarkation (for damage to crates).
  - 1.4.4.1.3 At the port of entry (for damage to crates).
  - 1.4.4.1.4 Immediately following delivery to the Site.

- 1.4.4.2 If crates show signs of damage, open them and inspect materials and products.
- 1.4.4.3 Reject damaged or defective products or materials, and replace promptly.
- 1.4.4.4 Provide detailed Bill of Goods at each point listed above, indicating quantity and condition of each item. At port locations, Bill of Goods may be accepted unless damage is observed.

## 1.5 PRODUCT WARRANTIES

- 1.5.1 Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Design Builder of obligations under requirements of the Contract Documents.
  - 1.5.1.1 Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to District.
  - 1.5.1.2 Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for District.
- 1.5.2 Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1.5.2.1 Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 1.5.2.2 Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
- 1.5.3 Submittal Time: Comply with requirements in Section 01 77 00 (Closeout Procedures).

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- 2.1.1 General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 2.1.1.1 Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

- 2.1.1.2 Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- 2.1.1.3 District reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- 2.1.1.4 Where products are accompanied by the term “as selected,” District will make selection.
- 2.1.1.5 Where products are accompanied by the term “match sample,” sample to be matched is District’s.
- 2.1.1.6 Descriptive, performance, and reference standard requirements in the Specifications establish “salient characteristics” of products.
- 2.1.1.7 Or Equal: Where products are specified by manufacturer’s name and accompanied by the term “or equal,” comply with provisions in Article **Error! Reference source not found.**, Product Substitutions, to obtain approval for use of an unnamed product.

2.1.2 Product Selection Procedures:

- 2.1.2.1 Product: Where Specifications name a single product and manufacturer, and indicate “no known equal,” provide the named product that complies with requirements.
- 2.1.2.2 Manufacturer/Source: Where Specifications name a single manufacturer or source, and indicates “no known equal,” provide a product by the named manufacturer or source that complies with requirements.
- 2.1.2.3 Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
- 2.1.2.4 Manufacturers: Where Specifications include a list of manufacturers’ names, provide a product by one of the manufacturers listed that complies with requirements.
- 2.1.2.5 Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches District’s sample. District’s decision on whether a proposed product matches will be final.
  - 2.1.2.5.1 When approval of a color, pattern or texture sample match by the District is required, provide the best match that complies with the specification and also provide the two nearest in the selection range to either direction from the same manufacturer/supplier. Application examples are:

- 2.1.2.5.1.1 *Color* – shall have two color hues or shades darker and two color hues or shades lighter. Total of five selections available.
    - 2.1.2.5.1.2 *Pattern* – shall have two patterns that are less dense (or smaller) and two patterns that are more dense (or larger). Total of five selections available.
    - 2.1.2.5.1.3 *Texture* – shall have two textures that are less rough (or smaller) and two patterns that are more rough (or larger). Total of five selections available.
  - 2.1.2.5.2 If no product available within specified category matches and complies with other specified requirements, comply with provisions in Article **Error! Reference source not found.** (Product Substitutions) below for proposal of product.
- 2.1.2.6 Visual Selection Specification: Where Specifications include the phrase “as selected from manufacturer’s colors, patterns, textures” or a similar phrase, select a product that complies with other specified requirements.
  - 2.1.2.6.1 Standard Range: Where Specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, District will select color, pattern, density, or texture from manufacturer’s product line that does not include premium items.
  - 2.1.2.6.2 Full Range: Where Specifications include the phrase “full range of colors, patterns, textures” or similar phrase, District will select color, pattern, density, or texture from manufacturer’s product line that includes both standard and premium items.

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**EXECUTION AND CLOSEOUT PROCEDURES**

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**PART 1 - GENERAL**

**1. SUMMARY**

1.1. Section Includes: Administrative and procedural requirements for contract closeout, including but not limited to, the following:

- 1.1.1. Substantial Completion requirements.
- 1.1.2. Inspection (Punch List) procedures.
- 1.1.3. Final Completion requirements
- 1.1.4. Project Record Documents.
- 1.1.5. Operations and Maintenance Manuals
- 1.1.6. Spare parts/materials.
- 1.1.7. Warranties (Minimum 2 years unless manufacturer's warranty is greater.)
- 1.1.8. Two-year maintenance and service agreements.
- 1.1.9. Demonstration and Training of District's personnel.
- 1.1.10. Final Cleaning.

1.2. Related Sections:

- 1.2.1. Section 00 50 00 (Form of Agreement) for requirements for Project Completion and Final Payment.
- 1.2.2. The Conditions for the Contract and the other sections of Division 1 apply to this section as fully as if repeated herein.
- 1.2.3. Divisions 2 through 33 Sections for specific closeout and special cleaning requirements for products of those sections.

**2. SUBSTANTIAL COMPLETION**

2.1. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion by phase, complete the following. List items below that are incomplete in request.

- 2.1.1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list and reasons why the Work is not complete.
- 2.1.2. For the final phase of the Project, advise the District of pending insurance changeover requirements.
- 2.1.3. For the final phase of the Project, submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

- 2.1.4. Obtain and submit releases permitting District unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- 2.1.5. For the final phase of the Project, prepare, sign, and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs (and photographic negatives or a disk with all digital files), damage or settlement surveys, property surveys, and similar final record information. Deliver operation and maintenance manuals and Project Record Documents at least two weeks (14 days) before training and request for Substantial Completion Inspection.
- 2.1.6. For the final phase of the Project, deliver all tools, spare parts, extra materials, and similar items that are a permanent part of the installed equipment, to the District. Label with manufacturer's name and model number where applicable.
- 2.1.7. All plumbing and mechanical equipment shall operate quietly and free from vibration. Properly adjust, repair, balance, or replace equipment producing objectionable noise or vibration. Provide additional brackets, bracing, or other methods to prevent objectionable noise or vibration. All systems shall operate without humming, surging, or rapid cycling.
- 2.1.8. Complete startup testing of systems.
- 2.1.9. Complete training of the District's staff per Part 3 of this section. Submit training logs and attendance sheets.
- 2.1.10. Submit test/adjust/balance records.
- 2.1.11. Properly mount and post all operating instructions.
- 2.1.12. Make final changeover of permanent locks and deliver properly marked keys to District. Advise District's personnel of changeover in security provisions.
- 2.1.13. For the final phase of the Project and as approved by the District, terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- 2.1.14. Advise District of changeover in heat and other utilities.
- 2.1.15. Submit changeover information related to District's occupancy, use, operation, and maintenance.
- 2.1.16. Complete final cleaning requirements per Paragraph 3.2, Final Cleaning.
- 2.1.17. Touch up and otherwise repair and restore marred and exposed finishes to eliminate visual defects.
- 2.1.18. Deliver evidence of compliance with any and all requirements of all applicable governmental regulatory agencies at all levels, including District, City, State (DSA and Emergency Planning Department) and Federal government and agencies.
- 2.1.19. Submit certificates of inspection for vertical transportation systems, and life safety systems.

2.1.20. Submit copies of the fire alarm certification.

2.1.21. Certificates: For the final phase of the Project, submit manufacturer's representative's certification that work has been installed in accordance with manufacturer's recommendations.

2.1.22. Complete all Testing requirements per Section 01 88 20 (Miscellaneous Hazardous Materials Requirements).

2.2. Inspection: After all requirements of the Substantial Completion preliminary procedures have been completed, submit a written request for inspection for Substantial Completion. Give notice at least 7 working days in advance from the time the final inspection is to be performed. District will either proceed with inspection or notify Design Builder of unfulfilled requirements. Refer to Paragraph 1.4, List of Incomplete Items (Punch List).

2.2.1. Initial Inspection (Punch List): The Design Builder or his principal superintendent, authorized to act on behalf of the Design Builder, is to assemble a list of unfinished work items and assign costs to each item.

2.2.2. Final Inspection (Punch List): The Design Builder or his principal superintendent, authorized to act on behalf of the Design Builder, shall accompany the District on the final inspection tour. Principal Subcontractors and Consultants that the District may request to be present will also attend. The District will verify the Design Builder's Initial Inspection and recommend any changes.

2.2.3. If the Work has been substantially completed in accordance with the Contract Documents, and only minor corrective measures are required, the District will conditionally accept the Work and will file for the Notice of Completion based upon the Design Builder's assurance that the corrective measures will be completed within the shortest practicable time period.

2.2.4. If the Work has not been substantially completed in accordance with the Contract Documents, and several corrective measures are still required, the District will not accept the Work or record the Notice of Completion. The Design Builder shall complete or correct the items listed on the Initial Inspection and the Final Inspection punch list and then call for a re-inspection, following the procedure outlined above.

2.2.5. Re-inspection: Request for re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. More than one (1) request of the District to make a re-inspection shall be considered an additional service of District, District's Representative, and/or Inspector of Record, and all subsequent costs will be deducted from the Design Builders final payment.

### 3. FINAL COMPLETION

3.1. Preliminary Procedures: Before determining the date of Final Completion, complete the following:

3.1.1. Submit a final Application for Payment according to Section 00 50 00 (Agreement).

3.1.2. Submit affidavit of payment of debts and claims.

- 3.1.3. Submit affidavit of release of liens.
- 3.1.4. Submit consent of Design Builder's surety to final payment,
- 3.1.5. Submit complete payroll certifications.
- 3.1.6. Submit certified copy of District's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the District's representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- 3.1.7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- 3.1.8. Submit pest-control final inspection report and warranty.
- 3.1.9. Submit all guarantees and warranties. Refer to Paragraph 1.7, Warranties.
- 3.1.10. Submit all Material Safety Data sheets.
- 3.1.11. Submit copies of all Verified Reports.
- 3.1.12. Submit a list of all Subcontractors of every tier providing services and/or materials in connection with the Project, in a formal, adequately bound, cataloged form, which shall include the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays.

#### 4. DESIGN BUILDER'S LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- 4.1. Preparation: Submit ten copies of each list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Design Builder that are outside the limits of construction.
  - 4.1.1. The list is to be in Microsoft Excel, electronic format. The format is available from the District for the Design Builder's use.
  - 4.1.2. Organize the list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor in each building in the project. Each line item is to have a unique number associated with the room number (do not re-number items once they have been assigned a number).
  - 4.1.3. Organize items by space. Each outstanding item is to be based on the room number where the problem exists and individually numbered.
  - 4.1.4. Include the following information at the top of each page:
    - 4.1.4.1.1. Project name.
    - 4.1.4.1.2. Date.
    - 4.1.4.1.3. Name of District's Representative.
    - 4.1.4.1.4. Name of Inspector or Record.



4.1.4.1.5. Name of Design Builder.

4.1.4.1.6. Page Number.

## 5. PROJECT RECORD DOCUMENTS

5.1. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for the District's representative and Inspector of Record's reference during normal working hours. Submit Record Documents as described in this Section 00 50 00 (Agreement) and 01 11 20 (Design Services and Deliverables).

5.2. Record Drawings: Maintain and submit one signed set of prints of Contract Drawings and Shop Drawings.

5.2.1. Mark Record drawings to show the actual installation where installation varies from that shown originally as well as construction added to the Contract that is not indicated on the Contract Drawings. Require individual or entity who obtained record data, where individual or entity is installer, Subcontractor, or similar entity, to prepare the marked-up Record Prints.

5.2.1.1. Keep Record Drawings current and legible, and available, on site, for inspection at all times by the Inspector of Record, and District's representative.

5.2.1.2. Give particular attention to information on concealed elements that cannot be readily identified and recorded later. Concealed shall mean construction installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features.

5.2.1.3. Accurately record information in an understandable drawing technique.

5.2.1.4. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

5.2.1.5. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.

5.2.2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.

5.2.3. Mark important additional information that was either shown schematically or omitted from original drawings.

5.2.4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, RFI numbers, and similar identification where applicable.

5.2.5. Identify, sign and date each Record Drawing: include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into

manageable sets; bind each set with durable cover sheets. Include identification on cover sheets.

5.3. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation.

5.3.1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

5.3.2. Mark copy with proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

5.3.3. Note related Change orders, Record Drawings, where applicable.

5.4. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

5.4.1. Include Material Safety Data Sheets.

5.4.2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

5.4.3. Include significant changes in the product delivered to Project site and changes in manufacturer's written instruction for installation.

5.4.4. Note related Change Orders, Record Drawings, where applicable.

## 6. OPERATIONS AND MAINTENANCE MANUALS

6.1. Assemble 3 copies of complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Section and as follows:

6.1.1. Manufacturer's Manuals: Submit complete installation, operation, maintenance and service manuals, and printed instructions and parts lists for all materials and equipment where such printed matter is regularly available from the manufacturer. This includes, but is not limited to such service manuals as may be sold by the manufacturer covering the operation and maintenance of his items, and complete replacement parts lists sufficiently detailed for parts replacement ordering to manufacturer. Piping diagrams and wiring diagrams are to be included. Bound publications need not be assembled in binders.

6.1.1.1. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title

“OPERATION AND MAINTENANCE MANUAL,” Project name, and subject matter of contents.

- 6.1.2. Equipment Nameplate Data: Submit a typewritten list of all mechanical and electrical equipment showing exact equipment nameplate data. Identify equipment by means of names, symbols, and numbers used in the contract documents
- 6.1.3. System Operating Instructions: Submit typewritten instructions covering operation of the entire system as installed (not duplicating manufacturer's instructions for operating individual components). Include schematic flow and control diagrams as appropriate and show or list system valves, control elements, and equipment components using identification symbols and numbers, including operating standards. List rooms, area of equipment served, and show proper settings for valves, controls, and switches. Incorporate emergency instructions and procedures, startup and shutdown procedures, seasonal procedures and weekend operations.
- 6.1.4. System Maintenance Instructions: Submit typewritten instructions covering routine maintenance of system. List each item of equipment requiring inspection, lubrication, or service and briefly describe such maintenance, including types of lubricants and frequency of service. It is not intended that these instructions duplicate manufacturer's detailed instructions. Give name, address and phone number of nearest firm authorized or qualified to service equipment or provide parts
- 6.1.5. Wall Mounted Data: Frame one set of typewritten system instructions and diagrams as required under Paragraphs .3 and .4 above, covered with glass and mounted in locations as directed by the District. This set of instructions is in addition to the required herein.

## 7. WARRANTIES & GUARANTEES

- 7.1. All submitted Warranty and Guaranty forms will be on the Peralta Community College District's Warranty and Guaranty format. Original to be provided.
- 7.2. Warranties and guarantees for fire/life safety work such as fire alarm, sprinkler, emergency and exit lighting, and exiting pathway systems such as: Elevator, wheelchair lifts, etc. shall have specific language “in the event of our failure to respond and act within 3 hours after being notified in writing by the District, we authorize the District to proceed to have the defects repaired or replaced and made whole, together with any other adjacent work which may be displaced or damaged by so doing, at our expense, and we will honor and pay the costs and charges therefore upon demand. This work shall not invalidate any and all warranties and guarantees.”
- 7.3. Submittal Time: Submit duplicate written warranties and guarantees on request of District for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- 7.4. Partial Occupancy: Submit properly executed warranties and guarantees within 15 days of completion of designated portions of the Work that are completed and occupied or used by District during construction period by separate agreement with Design Builder.

- 7.5. Organize warranty and guarantee documents into an orderly sequence based on the table of contents of the Project Manual.
  - 7.5.1. Bind warranties and guarantees in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  - 7.5.2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty and guarantee. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
- 7.6. Provide additional copies of each warranty and guarantee to include in operation and maintenance manuals.

## **PART 2 – PRODUCTS**

### **1. MATERIALS**

- 1.1. Cleaning Agents: Only use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces. All cleaners shall be specifically designed for the purpose intended, safe for use on the intended object to be cleaned, and safe to pupils, staff and the public. Refer to the District's standards for cleaning products approved by the District.
- 1.2. Commercial floor wax stripper, Easterday Ammo-Strip or approved equal, capable of removing metal interlock water emulsion floor finish.
- 1.3. Floor finish shall be minimum 20% solids content high-gloss wax. Acceptable products:
  - 1.3.1. Spartan Sunny-Side
  - 1.3.2. Spotlight (Brulin Company-800-776-7149)
  - 1.3.3. Champion Once-A-Year
- 1.4. Graffiti Remover (non-toxic): SO-SAFE BY DX, Inc., or approved equal.
- 1.5. Germicidal Cleaner must be E.P.A. registered germicidal cleaner and deodorizer appropriate for use in public school buildings. DB team should use PCCD approved COVID-19 Sanitizer.

## **PART 3 – EXECUTION**

### **1. DEMONSTRATION AND TRAINING**

- 1.1.1. Instruction: After Work under this contract is completed, tested, and before acceptance, and not less than 14 days after submittal of the operation and maintenance data required in Paragraph 1.6, Operations and Maintenance Manuals, operate all systems for a period of three 8-hour days during which time keep on the project competent personnel familiar with the items installed whose full-time assignment will be to instruct the District's maintenance personnel in the operation and maintenance of the equipment and systems.
- 1.1.2. Provide instructors experienced in operation and maintenance procedures.
- 1.1.3. Provide instruction at mutually agreed-upon times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
- 1.1.4. Schedule training with District, through District's representative, with at least seven days notice.
- 1.1.5. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- 1.1.6. Do not conduct this instruction period before completion of piping and equipment labeling.
- 1.2. Provide an instruction period sufficient to cover the training required. This instruction period shall be in addition and subsequent to any period of operation, test and adjustment called for elsewhere in this specification.
- 1.3. Program Structure: develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction of the following:
  - 1.3.1. System design and operational philosophy.
  - 1.3.2. Review of documentation.
  - 1.3.3. Operations.
  - 1.3.4. Adjustments.
  - 1.3.5. Troubleshooting.
  - 1.3.6. Maintenance.
  - 1.3.7. Repair.

### **2. FINAL AND END-OF-PHASE CLEANING**

- 2.1. General: Provide final cleaning at the completion of each phase of the work and final project completion. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal, State and local environmental and antipollution regulations. If LBP was disturbed during renovation the final cleaning shall meet the minimum requirements of 40 CFR Part 745.

2.2. Cleaning: Employ professional cleaning service for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

2.2.1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for any phase of Project:

2.2.1.1. Clean Project site, yard, and grounds in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

2.2.1.2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

2.2.1.3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

2.2.1.4. Remove tools, construction equipment, machinery, and surplus material from Project site.

2.2.1.5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

2.2.1.6. Horizontal surfaces: All horizontal surfaces must be dusted and/or washed until free of dust and grime.

2.2.1.7. Furnishings and equipment:

2.2.1.7.1. Remove all gum and sticky substances from all surfaces. Wash all furniture and equipment with a neutral cleaner. Use specialized cleaner appropriate for wood and/or excessively dirty surfaces.

2.2.1.7.2. Dust all machinery and equipment located in any shop area.

2.2.1.7.3. Clean all chalkboards and chalk rails by washing with water and/or chalkboard cleaner. Re-chalk chalkboards after completing cleaning process.

2.2.1.7.4. Clean exterior of all closed lockers and interior of open ones.

2.2.1.7.5. Graffiti must be removed from all furnishings and equipment.

2.2.1.8. Walls: Wash all wall surfaces with detergent and water. Remove all graffiti. All restroom walls should be washed with a disinfectant cleaner.

2.2.1.9. Doors: Wash all doors, frames and hardware.

2.2.1.10. Floors:

2.2.1.10.1. Resilient Floors (except linoleum flooring) – Clean and refinish flooring, using appropriate procedures and finishes/sealers. Strip

existing wax from all existing resilient flooring (using appropriate safety measures as recommended by the E.P.A. for any tile containing asbestos) and re-wax as follows:

2.2.1.10.1.1. Classrooms, offices and other rooms - three coats of wax.

2.2.1.10.1.2. Corridors - five coats of wax.

2.2.1.10.1.2.1.1. Newly installed resilient floors should have all surface mastic removed by Design Builder. New floors should be allowed to set for time recommended by manufacturer of mastic. These floors should be scrubbed with detergent -- not stripped. Seal as recommended by flooring manufacturer and re-wax as indicated above.

2.2.1.10.2. Linoleum Floors - Clean and refinish flooring, using appropriate procedures and finishes/sealers in accordance with manufacturers recommendations and finish as follows:

2.2.1.10.2.1.1.1. Newly installed linoleum floors should be allowed to set for time recommended by manufacturer of mastic. Existing and new floors should be scrubbed with a neutral pH (7-8.5) detergent/cleaner – do not strip factory finish. Apply the cleaning solution with a mop and bucket; allow the solution to remain on the floor, and then scrub with a rotary electric scrubber or automatic scrubber with a non-abrasive scrubbing pad. Do not over-saturate the floor. Rinse the entire floor surface with clean, cool water and allow the floor to dry thoroughly before allowing traffic. Apply two (2) coats of “Linobase” sealer, manufactured by Johnson Diversey or as recommended by manufacturer, followed by three (3) coats of “Carefree” finish, manufactured by Johnson Diversey or as recommended by the manufacturer, per manufacturer’s instructions.

2.2.1.10.3. Concrete Floors - Scrub using water and detergent.

2.2.1.10.4. Ceramic Floors - Scrub using water and detergent.

2.2.1.10.5. Clean, screen and apply gym seal per manufacturer's recommendation. All gym seal to be approved by Custodial Services Department.

2.2.1.10.6. Carpeted Floors - Vacuum all carpets and clean by hot water extraction.

2.2.1.10.7. Other Floors - Marble, terrazzo and rubber floors should be cleaned and refinished using appropriate procedures and finishes/sealers.

2.2.1.11. STAIRS: All stairs to be scrubbed with detergent including walls, handrails and ledges. Finish not to be applied to stairs unless necessary and approved by the District (Custodial Services Department).

- 2.2.1.12. RESTROOMS AND LOCKER ROOMS: Thoroughly clean and disinfect all surfaces and fixtures. Remove all foreign objects from walls/ceilings and eliminate all graffiti. Specifications provided above for fixtures, walls and floors are applicable.
  - 2.2.1.13. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - 2.2.1.14. Sweep concrete floors broom clean in unoccupied spaces.
  - 2.2.1.15. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - 2.2.1.16. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - 2.2.1.17. Remove labels that are not permanent.
  - 2.2.1.18. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 2.2.1.18.1. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - 2.2.1.19. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - 2.2.1.20. Replace parts subject to unusual operating conditions.
  - 2.2.1.21. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - 2.2.1.22. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - 2.2.1.23. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - 2.2.1.24. Clean all new and existing light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - 2.2.1.25. Leave Project clean and ready for occupancy.
- 2.3. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Prepare a report.
- 2.4. Final Inspection: Any surface still exhibiting dirt, graffiti or dust shall be re-cleaned/re-stripped/refinished until free of dirt, graffiti or dust.



- 2.5. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on District's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove materials from Project site and dispose of lawfully.

**END OF SECTION**

**FIELD ENGINEERING**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

1.1.1 This section describes field engineering services to be performed by Design Builder and by District, and procedures to accomplish these services.

1.1.2 Related Documents.

1.1.2.1 Document 00 33 50 Existing Site Conditions.

1.1.3 Related Sections.

1.1.3.1 Section 01 11 13 (Work Covered by Contract Documents).

1.1.3.2 Section 01 11 20 (Design Services and Deliverables).

1.1.3.3 Section 01 31 19 (Project Meetings).

**1.2 RESPONSIBILITIES**

1.2.1 Design Builder shall provide field engineering services; establish grades, lines, and levels for Work by use of recognized engineering survey practices.

1.2.2 Design Builder shall employ California licensed civil engineer or land surveyor for horizontal and vertical control.

1.2.3 District will provide reference points for horizontal and vertical control and shall provide starting points for the Work.

**1.3 PROCEDURES**

1.3.1 Design Builder shall request assistance from District two (2) Business Days prior to date assistance is required.

**PART 2 - PRODUCTS (Not used)**

**PART 3 - EXECUTION (Not used)**

**END OF SECTION**

**EXECUTION**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

1.1.1 This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

- 1.1.1.1 Construction layout.
- 1.1.1.2 Field engineering and surveying.
- 1.1.1.3 General installation of products.
- 1.1.1.4 Coordination of District-installed products.
- 1.1.1.5 Progress cleaning.
- 1.1.1.6 Starting and adjusting.
- 1.1.1.7 Protection of installed construction.
- 1.1.1.8 Correction of the Work.

1.1.2 Related Sections include the following:

- 1.1.2.1 Section 00 33 50 (Existing Site Conditions).
- 1.1.2.2 Section 01 11 13 (Work Covered by Contract Documents).
- 1.1.2.3 Section 01 14 00 (Work Restrictions) regarding measures for noise, dust and infection control.
- 1.1.2.4 Section 01 31 00 (Project Management and Coordination) for procedures for coordinating field engineering with other construction activities.
- 1.1.2.5 Section 01 31 19 (Project Meetings).
- 1.1.2.6 Section 01 33 00 (Submittal Procedures) for submitting surveys.
- 1.1.2.7 Section 01 73 29 (Cutting and Patching) for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
- 1.1.2.8 Section 01 77 00 (Cleaning and Closeout Procedures) for submitting final property survey with Project Record Documents, recording of District-accepted deviations from indicated lines and levels, and final cleaning.

## 1.2 SUBMITTALS

- 1.2.1 Qualification Data: For land surveyor or professional engineer.
- 1.2.2 Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- 1.2.3 Certified Surveys: Submit three copies signed by land surveyor or professional engineer and one AutoCad electronic file of survey complying with District CAD Standards on CD-R.
- 1.2.4 Final Property Survey: Submit three copies showing the Work performed and record survey data and one AutoCad electronic file of survey complying with District CAD Standards on CD-R.
- 1.2.5 Contingency Plan: Submit six copies within sixty (60) Days of Notice to Proceed for emergency plan(s) should an existing utility be damaged.

## 1.3 QUALITY ASSURANCE

- 1.3.1 Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in California and who is experienced in providing land-surveying services of the kind indicated.
- 1.3.2 Installer Qualifications.
  - 1.3.2.1 Experienced Installers: Installers shall have a minimum of five (5) years successful experience installing items similar to those required for Project, except for individuals in training under the direct supervision of an experienced installer.
- 1.3.3 If cleaning and protection is not performed to the satisfaction of the District's Representative, the District reserves the right to have cleaning performed by others at the Design Builder's expense.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- 3.1.1 Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and locations of underground utilities and other construction affecting the Work.
  - 3.1.1.1 Before construction, verify the locations and invert elevations at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 3.1.1.2 Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- 3.1.1.3 Locate all known existing utilities and shut-off devices before proceeding with construction operations that may cause damage to such installations. Existing utilities shall be kept in service where possible and damage to them shall be repaired with no adjustment to the Stipulated Sum.
- 3.1.1.4 If any other structures or utilities are encountered, request District's Representative to provide direction on how to proceed with the Work.
- 3.1.1.5 If any structure or utility is damaged, take appropriate action to ensure the safety of persons and property.
- 3.1.1.6 Submit a contingency plan for emergency repair of all utilities to District's Representative for approval prior to commencing Work.
- 3.1.2 Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 3.1.2.1 Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - 3.1.2.1.1 Description of the Work.
    - 3.1.2.1.2 List of detrimental conditions, including substrates.
    - 3.1.2.1.3 List of unacceptable installation tolerances.
    - 3.1.2.1.4 Recommended corrections.
  - 3.1.2.2 Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3.1.2.3 Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 3.1.2.4 Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3.1.2.5 Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.2 MANUFACTURERS' INSTRUCTIONS

- 3.2.1 Manufacturer's Recommendations: When work is specified to comply with manufacturers' recommendations or instructions, distribute copies to persons involved, and maintain one set in field office.

- 3.2.1.1 Conform with requirements specified in Section 01 33 00 (Submittal Procedures) for submittal of recommendations or instructions to District; submit to District only where specified or where specifically requested.
  - 3.2.2 Perform work in accordance with details of recommendations and instructions and specified requirements.
    - 3.2.2.1 Should a conflict exist between Specifications and recommendations or instructions consult with District.
  - 3.2.3 Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.
- 3.3 PREPARATION
- 3.3.1 Existing Utility Information: Furnish public utilities with information that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with District's Representative.
  - 3.3.2 Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
    - 3.3.2.1 Where portions of Work are to fit to other construction, verify dimensions of other construction by field measurements before fabrication; allow for cutting and patching to avoid delaying Work.
  - 3.3.3 Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
  - 3.3.4 Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to District's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on Form, "Request for Information."
- 3.4 CONSTRUCTION LAYOUT
- 3.4.1 Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify District's Representative promptly.
  - 3.4.2 General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
    - 3.4.2.1 Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

- 3.4.2.2 Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
- 3.4.2.3 Inform installers of lines and levels to which they must comply.
- 3.4.2.4 Check the location, level, and plumb of every major element as the Work progresses.
- 3.4.2.5 Notify District's Representative when deviations from required lines and levels exceed allowable tolerances.
- 3.4.2.6 Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- 3.4.3 Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- 3.4.4 Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- 3.4.5 Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by District's Representative.

### 3.5 FIELD ENGINEERING

- 3.5.1 Identification: District will provide reference points for horizontal and vertical control and shall provide starting points for the Work.
- 3.5.2 Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 3.5.2.1 Do not change or relocate existing benchmarks or control points without prior written approval of District's Representative. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to District's Representative before proceeding.
  - 3.5.2.2 Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- 3.5.3 Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 3.5.3.1 Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

- 3.5.3.2 Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
- 3.5.3.3 Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- 3.5.4 Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- 3.5.5 Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 3.5.5.1 Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 3.5.5.2 At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.6 INSTALLATION

- 3.6.1 Pre-Installation Meetings: Installers and suppliers are to attend pre-installation meetings scheduled by Design Builder.
- 3.6.2 General: Locate the Work and components of the Work accurately, in correct alignment and elevation.
  - 3.6.2.1 Make vertical work plumb and make horizontal work level.
  - 3.6.2.2 Install components to maximize space available for maintenance and ease of removal for replacement.
  - 3.6.2.3 Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  - 3.6.2.4 Doors and access panels shall be kept clear.
  - 3.6.2.5 Before beginning any installation, make provisions to avoid interference.
  - 3.6.2.6 Relocate installed work that does not provide adequate accessibility.
  - 3.6.2.7 Maintain minimum headroom clearance of eight (8) feet in spaces without a suspended ceiling.
  - 3.6.2.8 Do not obstruct spaces and installations that are required to be clear by California Building Code requirements.



3.6.3 Precedence of Installation Requirements:

- 3.6.3.1 Descriptive specification.
- 3.6.3.2 Product listing, classification or certification.
- 3.6.3.3 Manufacturer's installation instructions.
- 3.6.3.4 Trade association or referenced standards.
- 3.6.3.5 Most common trade practice.

3.6.4 Comply with manufacturer's written instructions and recommendations for installing products in applications indicated unless more explicit or stringent requirements are contained in Contract Documents.

3.6.5 Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

3.6.6 Allow for building movement including thermal expansion and contraction.

3.6.7 Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

3.6.8 Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

3.6.8.1 Maximum noise level for trenchers, graders, and trucks shall not exceed ninety (90) dBA at fifty (50) feet as measured under the noisiest operating conditions. For other equipment, noise levels shall not exceed eighty-five (85) dBA at fifty (50) feet.

3.6.8.2 Jackhammers shall be equipped with exhaust mufflers and steel muffing sleeves. Air compressors should be of a quiet type such as a "whisperized" compressor.

3.6.8.3 Machines and equipment shall not be left idling.

3.6.8.4 Where commercially feasible, electric power shall be used in lieu of internal combustion engine power wherever possible.

3.6.8.5 Schedule noisy operations so as to minimize their duration at any given location

3.6.8.6 Equipment shall be properly maintained to reduce noise from excessive vibration, faulty mufflers, or other sources.

3.6.8.7 Provide noise barriers to comply with above criteria.

3.6.8.8 Refer to Section 01 14 00 (Work Restrictions), for additional noise control requirements.

- 3.6.9 Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- 3.6.10 Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- 3.6.10.1 Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application and as required by applicable Code requirements for accessibility. Refer questionable mounting height decisions to the District's Representative for final decision.
- 3.6.10.2 Allow for building movement, including thermal expansion and contraction.
- 3.6.10.3 Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- 3.6.10.4 Comply with the California Building Code requirements for earthquake Seismic Zone 4.
- 3.6.11 Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, produce sketch to arrange joints for the best visual effect and submit to the District's Representative for review. Fit exposed connections together to form hairline joints.
- 3.6.12 Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- 3.6.13 Isolate each part of the completed construction from incompatible material to prevent deterioration.

### 3.7 DISTRICT-INSTALLED PRODUCTS

- 3.7.1 Site Access: Provide access to Project Site for District's construction forces.
- 3.7.2 Coordination: Coordinate construction and operations of the Work with work performed by District's construction forces.
- 3.7.2.1 Contract Schedule: Inform District of Design Builder's preferred contract Schedule for District's portion of the Work. Adjust Contract Schedule based on a mutually agreeable timetable. Notify District if changes to schedule are required due to differences in actual construction progress.
- 3.7.2.2 Preinstallation Conferences: Include District's construction forces at preinstallation conferences covering portions of the Work that are to

receive District's work. Attend preinstallation conferences conducted by District's construction forces if portions of the Work depend on District's construction.

### 3.8 PROGRESS CLEANING

- 3.8.1 General: Clean Project site and work areas at frequent intervals, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully. Comply with the requirements of Section 01 77 00 (Cleaning and Closeout Procedures).
  - 3.8.1.1 Comply with requirements in CFC Article 87 for removal of combustible waste materials and debris.
  - 3.8.1.2 Do not hold materials more than seven (7) days during normal weather or three (3) Days if the temperature is expected to rise above eighty degrees Fahrenheit (80°F).
  - 3.8.1.3 Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 3.8.2 Site: Maintain Project site free of waste materials and debris.
- 3.8.3 Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 3.8.3.1 Remove liquid spills promptly.
  - 3.8.3.2 Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate. Refer to Section 01140 (Work Restrictions) regarding dust and infection control requirements.
- 3.8.4 Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- 3.8.5 Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- 3.8.6 Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- 3.8.7 Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

- 3.8.8 During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- 3.8.9 Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- 3.8.10 Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 3.8.10.1 Excessive static or dynamic loading.
  - 3.8.10.2 Excessive internal or external pressures.
  - 3.8.10.3 Excessively high or low temperatures.
  - 3.8.10.4 Thermal shock.
  - 3.8.10.5 Excessively high or low humidity.
  - 3.8.10.6 Air contamination or pollution.
  - 3.8.10.7 Water or ice.
  - 3.8.10.8 Solvents.
  - 3.8.10.9 Chemicals.
  - 3.8.10.10 Light.
  - 3.8.10.11 Puncture.
  - 3.8.10.12 Abrasion.
  - 3.8.10.13 Heavy traffic.
  - 3.8.10.14 Soiling, staining and corrosion.
  - 3.8.10.15 Bacteria.
  - 3.8.10.16 Rodent and insect infestation.
  - 3.8.10.17 Combustion.
  - 3.8.10.18 Electrical current.
  - 3.8.10.19 High speed operation.
  - 3.8.10.20 Improper lubrication.
  - 3.8.10.21 Unusual wear or other misuse.

3.8.10.22 Contact between incompatible materials.

3.8.10.23 Destructive testing.

3.8.10.24 Misalignment.

3.8.10.25 Excessive weathering.

3.8.10.26 Unprotected storage.

3.8.10.27 Improper shipping or handling.

3.8.10.28 Theft.

3.8.10.29 Vandalism.

### 3.9 STARTING AND ADJUSTING

3.9.1 Following are minimum starting and adjusting requirements. Design Builder is to perform starting and adjusting per manufacturer's recommendations. If more stringent requirements are described in the Contract Documents, the more stringent shall apply

3.9.1.1 Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

3.9.1.2 Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

3.9.1.3 Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.9.1.4 Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Section 01 45 00 (Quality Control).

### 3.10 PROTECTION OF INSTALLED CONSTRUCTION

3.10.1 Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.10.1.1 Cover products subject to deterioration with impervious cover; provide ventilation to avoid condensation and trapping water.

3.10.1.2 Take care to use protective covering and blocking materials that do not soil, stain, or damage materials being protected.

3.10.1.3 After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

- 3.10.2 Comply with manufacturer's written instructions for temperature and relative humidity.
- 3.10.3 Protect interior materials from water damage; immediately remove wet materials from site to prevent growth of mold and mildew on site.
- 3.10.4 Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- 3.11 CORRECTION OF THE WORK
  - 3.11.1 Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Section 01 73 29 (Cutting and Patching).
    - 3.11.1.1 Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
  - 3.11.2 Restore permanent facilities used during construction to their specified condition.
  - 3.11.3 Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
  - 3.11.4 Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
  - 3.11.5 Remove and replace chipped, scratched, and broken glass or reflective surfaces.

### **END OF SECTION**

**CUTTING AND PATCHING**

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**PART 1 - GENERAL**

**1. RELATED DOCUMENTS**

- 1.1. The Contract Documents, including Section 00 50 00 (Form of Agreement) and other Division 0 and 1 Specification Sections, apply to this Section.

**2. SUMMARY**

- 2.1. This Section includes procedural requirements for cutting and patching.
- 2.2. Related Sections include the following:
- 2.3. Divisions 2 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- 2.4. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 23 and 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

**3. DEFINITIONS**

- 3.1. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- 3.2. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

**4. SUBMITTALS**

- 4.1. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 4.1.1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 4.1.2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 4.1.3. Products: List products to be used and firms or entities that will perform the Work.
  - 4.1.4. Dates: Indicate when cutting and patching will be performed.

- 4.1.5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
- 4.1.6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
- 4.1.7. District's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## 5. QUALITY ASSURANCE

- 5.1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- 5.2. Operational Elements: Do not cut and patch the following including but not limited to operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 5.2.1. Primary operational systems and equipment.
  - 5.2.2. Air or smoke barriers.
  - 5.2.3. Fire-protection systems and security alarm and camera systems.
  - 5.2.4. Control systems, including electrical or pneumatic lines.
  - 5.2.5. Communication systems.
  - 5.2.6. Conveying systems.
  - 5.2.7. Electrical wiring systems. This shall also include all computer/data and fiber optic cabling.
  - 5.2.8. Building maintenance control systems/thermostats.
- 5.3. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 5.3.1. Water, moisture, or vapor barriers.
  - 5.3.2. Membranes and flashings.
  - 5.3.3. Exterior curtain-wall construction.
  - 5.3.4. Equipment supports.
  - 5.3.5. Piping, ductwork, vessels, and equipment.
  - 5.3.6. Noise- and vibration-control elements and systems.
- 5.4. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in District Representative's



opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- 5.4.1. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## **6. WARRANTY**

- 6.1. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## **PART 2 - PRODUCTS**

### **1. MATERIALS**

- 1.1. General: Comply with requirements specified in other Sections of these Specifications.
- 1.2. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1.2.1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## **PART 3 - EXECUTION**

### **1. EXAMINATION**

- 2.1. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1.1.1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 1.1.2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### **2. PREPARATION**

- 2.1. Temporary Support: Provide temporary support of Work to be cut.
- 2.2. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- 2.3. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

- 2.4. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3. PERFORMANCE

- 3.1. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 3.1.1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- 3.2. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 3.2.1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 3.2.2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3.2.3. Concrete and/or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 3.2.4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  - 3.2.5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 3.2.6. Proceed with patching after construction operations requiring cutting are complete.
- 3.3. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  - 3.3.1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 3.3.2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - 3.3.3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance.

Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

3.3.3.1. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface, from corner to corner and floor to ceiling, containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.3.4. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.3.5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.

#### 4. PAYMENT FOR COSTS:

4.1. Cost caused by ill-timed or defective Work or Work not conforming to Contract documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector (s), Engineers and Agents, will be paid by Design Builder and/or deducted from the Design Builder's contract by the District.

4.2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Design Builder shall provide written cost proposals prior to proceeding with cutting and patching.

#### **END OF SECTION**

**CLEANING AND CLOSEOUT PROCEDURES**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for contract closeout, including but not limited to, the following:
  - 1. Substantial Completion requirements.
  - 2. Inspection (Punch List) procedures.
  - 3. Final Completion requirements
  - 4. Project Record Documents.
  - 5. Operations and Maintenance Manuals
  - 6. Spare parts/materials.
  - 7. Warranties (Minimum 2 years unless manufacturer's warranty is greater.)
  - 8. Two-year maintenance and service agreements.
  - 9. Demonstration and Training of District's personnel.
  - 10. Final Cleaning.
- B. Related Sections:
  - 1. Section 00 50 00 (Form of Agreement) for requirements for Project Completion and Final Payment.
  - 2. The Conditions for the Contract and the other sections of Division 1 apply to this section as fully as if repeated herein.
  - 3. Divisions 2 through 33 Sections for specific closeout and special cleaning requirements for products of those sections.

**1.2 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion by phase, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list and reasons why the Work is not complete.
  - 2. For the final phase of the Project, advise the District of pending insurance changeover requirements.

3. For the final phase of the Project, submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting District unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. For the final phase of the Project, prepare, sign, and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs (and photographic negatives or a disk with all digital files), damage or settlement surveys, property surveys, and similar final record information. Deliver operation and maintenance manuals and Project Record Documents at least two weeks (14 days) before training and request for Substantial Completion Inspection.
6. For the final phase of the Project, deliver all tools, spare parts, extra materials, and similar items that are a permanent part of the installed equipment, to the District. Label with manufacturer's name and model number where applicable.
7. All plumbing and mechanical equipment shall operate quietly and free from vibration. Properly adjust, repair, balance, or replace equipment producing objectionable noise or vibration. Provide additional brackets, bracing, or other methods to prevent objectionable noise or vibration. All systems shall operate without humming, surging, or rapid cycling.
8. Complete startup testing of systems.
9. Complete training of the District's staff per Part 3 of this section. Submit training logs and attendance sheets.
10. Submit test/adjust/balance records.
11. Properly mount and post all operating instructions.
12. Make final changeover of permanent locks and deliver properly marked keys to District. Advise District 's personnel of changeover in security provisions.
13. For the final phase of the Project and as approved by the District, terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
14. Advise District of changeover in heat and other utilities.
15. Submit changeover information related to District's occupancy, use, operation, and maintenance.
16. Complete final cleaning requirements per Paragraph 3.2, Final Cleaning.
17. Touch up and otherwise repair and restore marred and exposed finishes to eliminate visual defects.

18. Deliver evidence of compliance with any and all requirements of all applicable governmental regulatory agencies at all levels, including District, City, State (DSA and Emergency Planning Department) and Federal government and agencies.
  19. Submit certificates of inspection for vertical transportation systems, and life safety systems.
  20. Submit copies of the fire alarm certification.
  21. Certificates: For the final phase of the Project, submit manufacturer's representative's certification that work has been installed in accordance with manufacturer's recommendations.
  22. Complete all Testing requirements per Section 01 88 20 (Miscellaneous Hazardous Materials Requirements).
- B. Inspection: After all requirements of the Substantial Completion preliminary procedures have been completed, submit a written request for inspection for Substantial Completion. Give notice at least 7 working days in advance from the time the final inspection is to be performed. District will either proceed with inspection or notify Design Builder of unfulfilled requirements. Refer to Paragraph 1.4, List of Incomplete Items (Punch List).
1. Initial Inspection (Punch List): The Design Builder or his principal superintendent, authorized to act on behalf of the Design Builder, is to assemble a list of unfinished work items and assign costs to each item.
  2. Final Inspection (Punch List): The Design Builder or his principal superintendent, authorized to act on behalf of the Design Builder, shall accompany the District on the final inspection tour. Principal Subcontractors and Consultants that the District may request to be present will also attend. The District will verify the Design Builder's Initial Inspection and recommend any changes.
  3. If the Work has been substantially completed in accordance with the Contract Documents, and only minor corrective measures are required, the District will conditionally accept the Work and will file for the Notice of Completion based upon the Design Builder's assurance that the corrective measures will be completed within the shortest practicable time period.
  4. If the Work has not been substantially completed in accordance with the Contract Documents, and several corrective measures are still required, the District will not accept the Work or record the Notice of Completion. The Design Builder shall complete or correct the items listed on the Initial Inspection and the Final Inspection punch list and then call for a re-inspection, following the procedure outlined above.
  5. Re-inspection: Request for re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. More than one (1) request of the District to make a re-inspection shall be considered an additional service of District, District's Representative, and/or Inspector of Record, and all subsequent costs will be deducted from the Design Builders final payment.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before determining the date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Section 00 50 00 (Form of Agreement).
  2. Submit affidavit of payment of debts and claims.
  3. Submit affidavit of release of liens.
  4. Submit consent of Design Builder's surety to final payment,
  5. Submit complete payroll certifications.
  6. Submit certified copy of District's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the District's representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  8. Submit pest-control final inspection report and warranty.
  9. Submit all guarantees and warranties. Refer to Paragraph 1.7, Warranties.
  10. Submit all Material Safety Data sheets.
  11. Submit copies of all Verified Reports.
  12. Submit a list of all Subcontractors of every tier providing services and/or materials in connection with the Project, in a formal, adequately bound, cataloged form, which shall include the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays.

### 1.4 DESIGN BUILDER'S LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit ten copies of each list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Design Builder that are outside the limits of construction.
1. The list is to be in Microsoft Excel, electronic format. The format is available from the District for the Design Builder's use.
  2. Organize the list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor in each building in the project. Each line item is to have a unique number associated with the room number (do not re-number items once they have been assigned a number).
  3. Organize items by space. Each outstanding item is to be based on the room number where the problem exists and individually numbered.

4. Include the flowing information at the top of each page:

- 1) Project name.
- 2) Date.
- 3) Name of District's Representative.
- 4) Name of Inspector or Record.
- 5) Name of Design Builder.
- 6) Page Number.

1.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for the District's representative and Inspector of Record's reference during normal working hours. Submit Record Documents as described in this Section 00 50 00 (Form of Agreement) and 01 11 20 (Design Services and Deliverables).
- B. Record Drawings: Maintain and submit one signed set of prints of Contract Drawings and Shop Drawings.
  1. Mark Record drawings to show the actual installation where installation varies from that shown originally as well as construction added to the Contract that is not indicated on the Contract Drawings. Require individual or entity who obtained record data, where individual or entity is installer, Subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Keep Record Drawings current and legible, and available, on site, for inspection at all times by the Inspector of Record, and District's representative.
    - b. Give particular attention to information on concealed elements that cannot be readily identified and recorded later. Concealed shall mean construction installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features.
    - c. Accurately record information in an understandable drawing technique.
    - d. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - e. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.



3. Mark important additional information that was either shown schematically or omitted from original drawings.
  4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, RFI numbers, and similar identification where applicable.
  5. Identify, sign and date each Record Drawing: include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change orders, Record Drawings, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Include Material Safety Data Sheets.
  2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  3. Include significant changes in the product delivered to Project site and changes in manufacturer's written instruction for installation.
  4. Note related Change Orders, Record Drawings, where applicable.

## 1.6 OPERATIONS AND MAINTENANCE MANUALS

- A. Assemble 3 copies of complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Section and as follows:
1. Manufacturer's Manuals: Submit complete installation, operation, maintenance and service manuals, and printed instructions and parts lists for all materials and equipment where such printed matter is regularly available from the manufacturer. This includes, but is not limited to such service manuals as may be sold by the manufacturer covering the operation and maintenance of his items, and complete replacement parts lists sufficiently detailed for parts replacement ordering to manufacturer. Piping diagrams and wiring diagrams are to be included. Bound publications need not be assembled in binders.

- a. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
2. Equipment Nameplate Data: Submit a typewritten list of all mechanical and electrical equipment showing exact equipment nameplate data. Identify equipment by means of names, symbols, and numbers used in the contract documents
3. System Operating Instructions: Submit typewritten instructions covering operation of the entire system as installed (not duplicating manufacturer's instructions for operating individual components). Include schematic flow and control diagrams as appropriate and show or list system valves, control elements, and equipment components using identification symbols and numbers, including operating standards. List rooms, area of equipment served, and show proper settings for valves, controls, and switches. Incorporate emergency instructions and procedures, startup and shutdown procedures, seasonal procedures and weekend operations.
4. System Maintenance Instructions: Submit typewritten instructions covering routine maintenance of system. List each item of equipment requiring inspection, lubrication, or service and briefly describe such maintenance, including types of lubricants and frequency of service. It is not intended that these instructions duplicate manufacturer's detailed instructions. Give name, address and phone number of nearest firm authorized or qualified to service equipment or provide parts
5. Wall Mounted Data: Frame one set of typewritten system instructions and diagrams as required under Paragraphs .3 and .4 above, covered with glass and mounted in locations as directed by the District. This set of instructions is in addition to the required herein.

## 1.7 WARRANTIES & GUARANTEES

- A. See Section 00 62 00 (Guaranty) form and 00 62 50 (Certificate of Warranty) for warranty form. All submitted Warranty and Guaranty forms will be on the Peralta Community College District's Warranty and Guaranty format. Originals to be provided.
- B. Warranties and guarantees for fire/life safety work such as fire alarm, sprinkler, emergency and exit lighting, and exiting pathway systems such as: Elevator, wheelchair lifts, etc. shall have specific language "in the event of our failure to respond and act within 3 hours after being notified in writing by the District, we authorize the District to proceed to have the defects repaired or replaced and made whole, together with any other adjacent work which may be displaced or damaged by so doing, at our expense, and we will honor and pay the costs and charges therefore upon demand. This work shall not invalidate any and all warranties and guarantees."
- C. Submittal Time: Submit duplicate written warranties and guarantees on request of District for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

- D. Partial Occupancy: Submit properly executed warranties and guarantees within 15 days of completion of designated portions of the Work that are completed and occupied or used by District during construction period by separate agreement with Design Builder.
- E. Organize warranty and guarantee documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and guarantees in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty and guarantee. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
- F. Provide additional copies of each warranty and guarantee to include in operation and maintenance manuals.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Only use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces. All cleaners shall be specifically designed for the purpose intended, safe for use on the intended object to be cleaned, and safe to pupils, staff and the public. Refer to the District's standards for cleaning products approved by the District.
- B. Commercial floor wax stripper, Easterday Ammo-Strip or approved equal, capable of removing metal interlock water emulsion floor finish.
- C. Floor finish shall be minimum 20% solids content high-gloss wax. Acceptable products:
  - 1. Spartan Sunny-Side
  - 2. Spotlight (Brulin Company-800-776-7149)
  - 3. Champion Once-A-YearGraffiti Remover (non-toxic): SO-SAFE BY DX, Inc., or approved equal.
- D. Germicidal Cleaner must be E.P.A. registered germicidal cleaner and deodorizer appropriate for use in public school buildings.

## **PART 3 – EXECUTION**

## DEMONSTRATION AND TRAINING

- A. Instruction: After Work under this contract is completed, tested, and before acceptance, and not less than 14 days after submittal of the operation and maintenance data required in Paragraph 1.6, Operations and Maintenance Manuals, operate all systems for a period of three 8-hour days during which time keep on the project competent personnel familiar with the items installed whose full-time assignment will be to instruct the District's maintenance personnel in the operation and maintenance of the equipment and systems.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-upon times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with District, through District's representative, with at least seven days notice.
  - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
  - 5. Do not conduct this instruction period before completion of piping and equipment labeling.
- B. Provide an instruction period sufficient to cover the training required. This instruction period shall be in addition and subsequent to any period of operation, test and adjustment called for elsewhere in this specification.
- C. Program Structure: develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction of the following:
  - 1. System design and operational philosophy.
  - 2. Review of documentation.
  - 3. Operations.
  - 4. Adjustments.
  - 5. Troubleshooting.
  - 6. Maintenance.
  - 7. Repair.

### 3.2 FINAL AND END-OF-PHASE CLEANING

- A. General: Provide final cleaning at the completion of each phase of the work and final project completion. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal, State and local environmental and antipollution regulations. If LBP was disturbed during renovation the final cleaning shall meet the minimum requirements of 40 CFR Part 745.

- B. Cleaning: Employ professional cleaning service for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for any phase of Project:
    - a. Clean Project site, yard, and grounds in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Horizontal surfaces: All horizontal surfaces must be dusted and/or washed until free of dust and grime.
    - g. Furnishings and equipment:
      - 1) Remove all gum and sticky substances from all surfaces. Wash all furniture and equipment with a neutral cleaner. Use specialized cleaner appropriate for wood and/or excessively dirty surfaces.
      - 2) Dust all machinery and equipment located in any shop area.
      - 3) Clean all dry-erase boards and marker rails by washing with water and/or dry-erase board cleaner.
      - 4) Clean exterior of all closed lockers and interior of open ones.
      - 5) Graffiti must be removed from all furnishings and equipment.
    - h. Walls: Wash all wall surfaces with detergent and water. Remove all graffiti. All restroom walls should be washed with a disinfectant cleaner.
    - i. Doors: Wash all doors, frames and hardware.
    - j. Floors:
      - 1) Resilient Floors (except linoleum flooring) – Clean and refinish flooring, using appropriate procedures and finishes/sealers. Strip existing wax from all existing resilient flooring (using appropriate safety measures as recommended by the E.P.A. for any tile containing asbestos) and re-wax as follows:

- Classrooms, offices and other rooms - three coats of wax.
- Corridors - five coats of wax.

Newly installed resilient floors should have all surface mastic removed by Design Builder. New floors should be allowed to set for time recommended by manufacturer of mastic. These floors should be scrubbed with detergent -- not stripped. Seal as recommended by flooring manufacturer and re-wax as indicated above.

- 2) Linoleum Floors - Clean and refinish flooring, using appropriate procedures and finishes/sealers in accordance with manufacturers recommendations and finish as follows:

Newly installed linoleum floors should be allowed to set for time recommended by manufacturer of mastic. Existing and new floors should be scrubbed with a neutral pH (7-8.5) detergent/cleaner – do not strip factory finish. Apply the cleaning solution with a mop and bucket; allow the solution to remain on the floor, and then scrub with a rotary electric scrubber or automatic scrubber with a non-abrasive scrubbing pad. Do not over-saturate the floor. Rinse the entire floor surface with clean, cool water and allow the floor to dry thoroughly before allowing traffic. Apply two (2) coats of “Linobase” sealer, manufactured by Johnson Diversey or as recommended by manufacturer, followed by three (3) coats of “Carefree” finish, manufactured by Johnson Diversey or as recommended by the manufacturer, per manufacturer’s instructions.

- 3) Concrete Floors - Scrub using water and detergent.
- 4) Ceramic Floors - Scrub using water and detergent.
- 5) Carpeted Floors - Vacuum all carpets and clean by hot water extraction.
- 6) Other Floors - Marble, terrazzo and rubber floors should be cleaned and refinished using appropriate procedures and finishes/sealers.

- k. STAIRS: All stairs to be scrubbed with detergent including walls, handrails and ledges. Finish not to be applied to stairs unless necessary and approved by the District (Custodial Services Department).
- l. RESTROOMS AND LOCKER ROOMS: Thoroughly clean and disinfect all surfaces and fixtures. Remove all foreign objects from walls/ceilings and eliminate all graffiti. Specifications provided above for fixtures, walls and floors are applicable.
- m. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- n. Sweep concrete floors broom clean in unoccupied spaces.
- o. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- p. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-

obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- q. Remove labels that are not permanent.
  - r. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - s. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - t. Replace parts subject to unusual operating conditions.
  - u. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - v. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - w. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - x. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - y. Clean all new and existing light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - z. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Prepare a report.
- D. Final Inspection: Any surface still exhibiting dirt, graffiti or dust shall be re-cleaned/re-stripped/refinished until free of dirt, graffiti or dust.
- E. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on District's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove materials from Project site and dispose of lawfully.

## **END OF SECTION**

**BUILDING INFORMATION MODELING (BIM) PERFORMANCE REQUIREMENTS**

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**PART 1 - GENERAL****1.1 SUMMARY**

- 1.1.1 The Design Builder shall utilize a Building Information Modeling (BIM) system to submit Design Development and Construction Documents in the form of a BIM Model of the Project buildings and Site in a parametric 3D format in order to maximize design and construction coordination of the facility through interference checking (clash detection) and code compliance studies within that electronic format. As is technically feasible, the Design Builder shall also test and modify the proposed construction schedule and the project cost model to optimize the project delivery options for the best overall value and performance by coordinating the BIM Model with the schedule (4D) and using the BIM Model to support cost (5D).
- 1.1.1.1 The BIM Model and individual system models are the property of the District. The Design Builder shall provide the District with access to the models at any time throughout the project. Submittals are outlined in Section 01 11 20 Design Services and Deliverables.
- 1.1.1.2 Supplemental BIM requirements for this project are given in the "BIM Standards for the 2118 Milvia Street Project at Berkeley City College" document, which will be included – Reference Documents - portion of the Project Manual by way of future addendum. In the event of a discrepancy between this Section (01 81 00) and the BIM Standards document, this specification takes precedence.
- 1.1.1.3 Design Builder shall:
- 1.1.1.3.1 Use the BIM Model and associated model aggregation platform to facilitate the construction methods and means.
- 1.1.1.3.2 Update the BIM Model and associated model aggregation platform progressively throughout the design and construction period to incorporate all Subcontractor information and approved changes.
- 1.1.1.3.3 Provide a final "as-built" BIM Model to the District for the District's unrestricted use in operating and managing the facility.
- 1.1.1.3.4 Engage in regular BIM management meetings with the District and Design Build team participants to discuss and evolve the scope of work described through this section. Discussion topics will include element modeling responsibilities, software interoperability, 2.5d modeling scope, best practices and technical feasibility in the context of rapidly evolving BIM technology.



## 1.2 USE OF THE BIM/VIRTUAL CONSTRUCTION MODEL

- 1.2.1 Intent of the BIM Model and Aggregate Platform: The BIM Model and aggregate platform shall be developed for coordination, communication and collaboration purposes during design and construction. At the completion of the Work, the BIM Model shall be turned over to the District. The District shall have exclusive rights to the model for its use in operating and managing the facility.
- 1.2.2 Basis of Information for Modeling: The Contract Documents and Reference Documents shall be the basis of information for the BIM Model described herein. The Criteria Architect's Architectural Drawings are available in AutoCAD for use by the Design Builder in developing the BIM Model; however, such usage shall be for convenience only and shall not carry contractual implication and subject to DBE executing agreement with Criteria Architect .
- 1.2.3 Relation of BIM to other Contract Documents: The BIM may be used by the Design Builder as a tool to plan the Work and produce Construction Documents. Hardcopy documentation shall be used as the basis of construction. Not all building components required by the contract documents will be included in the BIM.

## 1.3 DEFINITIONS

- 1.3.1 BIM: Building Information Modeling, a process of constructing electronic models of facility's buildings and site.
- 1.3.2 BIM or Virtual Construction (VC) Model: A Virtual Construction Model using 3-D Building Information Modeling (BIM) technologies to convey the design and construction elements of the Work. The Virtual Model will consist of a minimum of seven system models: Civil, Architectural, Structural, Mechanical, Electrical, Fire Protection and Equipment.
- 1.3.3 Model Aggregation Platform: The VC system models shall be use Autodesk® Navisworks 2011 software or later.

## 1.4 MINIMUM REQUIREMENTS

- 1.4.1 General: The BIM Model shall be developed to include parametric components of major building and site elements as defined by Part 2 of this section.
- 1.4.2 Accuracy of the Models: The BIM Model and each of its system models shall be developed to within a tolerance of 1/4" plus or minus.
- 1.4.3 Parametric Data: The BIM Model may vary in level of detail for individual elements, but at a minimum shall include sufficient parametric data to support use and analysis of:
  - 1.4.3.1 Functional and visual representation of all spaces.
  - 1.4.3.2 Review of Design Builder's Construction Documents at all times during the Design and Construction phases.
  - 1.4.3.3 Clash detection and correction of all major systems.

- 1.4.3.4 Construction methods and means.
  - 1.4.3.5 Construction scheduling.
  - 1.4.3.6 Cost estimating.
  - 1.4.3.7 As-built documentation and modeling.
- 1.4.4 File Format: Revit or any file format (BIM application(s) or software(s)) approved by the District's Project Manager may be used for development of the BIM Model providing that it is a true parametric, data-based application. The District will give preference to a file format that allows direct linking and interoperability. The Design Builder shall maintain a matrix that summarizes BIM software tools used on the project by all participants.
- 1.4.5 Level of Detail: The BIM Model shall be developed and detailed sufficiently to meet the requirements of the Request for Proposal and the Contract Documents. The two levels of detail are Generic-model(ed) and Project-model(ed), as defined below. All elements listed under Part 2 Products shall be Project-model(ed). All other elements may be Generic-model(ed). The level of detail described by Part 2: Products shall be subject to further discussion, clarification, and evolution through BIM management meetings. The Design Builder will maintain a building component matrix that documents the BIM scope and clarifies responsibilities and level of detail. This matrix shall be subject to District approval.
- 1.4.5.1 "Generic-model(ed)": the model and its elements may be based upon the standard objects available from the modeling software without project-specific customization. In addition, generic components may be used early in the BIM development process as "placeholders" for "project modeled" components.
  - 1.4.5.2 "Project-model(ed)": the model and/or a specific element must be customized to reflect project-specific configuration.
  - 1.4.5.3 "2.5D Elements": Model management may require use of 2.5D components. This type of component includes parametric, plan and elevation information but does not include 3D data. The scope of use for 2.5D elements shall be determined through discussions held at BIM management meetings.
- 1.4.6 OmniClass: The OmniClass Construction Classification System (known as OmniClass or OCCS) is a new classification system for the construction industry developed by the Construction Specification Institute (CSI). It builds upon MasterFormat for work results, UniFormat for elements and EPCI (Electronic Product Information Cooperation) for structuring products. OmniClass is a reference library that will serve as the foundation upon which information is transferred between the construction and operations phases via the BIM Model. The Design Builder shall include the appropriate OmniClass classification in the list of attributes that is assigned to the building elements that will be Project-model(ed).

## PART 2 - PRODUCTS

### 2.1 SYSTEM MODELS

2.1.1 Civil Systems: The Civil Systems Model shall be a sub-system model linked to the architectural system model. The Civil Systems model shall serve as the basis for project shared coordinates through which the position of building elements on the site will be coordinated. Except as noted, provide project-model(ed) elements of:

2.1.1.1 Topography: 1) existing natural and/or graded contours, and 2) new grades and finish contours.

2.1.1.2 Planting: 1) existing major landscaped areas, 2) existing trees to remain, 3) new landscaped areas, 4) new trees, and 5) irrigation lines over 2" diameter. Planting may be generic-model(ed).

2.1.1.3 Surface Improvements: 1) pavements, 2) curbs and gutters, 3) retaining walls, and 4) exterior non-building structures such as pools, shade structures etc.

2.1.1.4 Existing Structures: 1) all buildings within the project area intended to remain, 2) buildings intended to be demolished. All existing structures may be generic-model(ed) exterior surface only; interior elements are not required.

2.1.1.5 Storm Water and Sanitary Sewers: 1) existing lines (over 3" diameter), boxes and structures within project area, 2) all new lines, boxes and structures, and 3) existing public lines, boxes and structures beyond the project area but serving as points of connection for the project. Storm Water and Sanitary Sewers outside the buildings may be generic-model(ed).

2.1.1.6 Utilities: 1) existing domestic and fire water main and branch lines (2" and larger diameter) within project area, 2) all new domestic and fire water lines, 3) existing electrical overhead and underground lines within project area, all new electrical lines outside buildings, 4) existing telephone and data lines within project area, 5) all new telephone and data lines outside buildings, 6) existing gas lines within project area, and 7) all new gas lines outside buildings. Utilities outside buildings may be generic-model(ed).

2.1.1.7 Other requirements:

2.1.1.7.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.1.7.2 Schedules: data for installation of the above elements.

2.1.2 Architectural Systems: The Architectural Systems Model shall be the primary model to which others are linked. Except as noted, provide project-model(ed) elements of:

- 2.1.2.1 Spaces: 1) net square footage of all occupied spaces, 2) gross constructed floor area, 3) room names and numbers, and 4) floor, base, wall, and ceiling finishes.
- 2.1.2.2 Exterior Walls and Curtain Walls: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.
- 2.1.2.3 Partitions: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.
- 2.1.2.4 Floors: 1) type and material, 2) thickness, and 3) finishes with manufacturer's name and product numbers. Link floor structure to the Structural Systems Model.
- 2.1.2.5 Ceilings: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.
- 2.1.2.6 Roof Coverings and Openings: 1) configuration, 2) drainage system, and 3) penetrations for modeled building components.
- 2.1.2.7 Exterior Doors, Windows, and Louvers: 1) type and material, 2) height, width, and thickness, 3) thermal, acoustic, fire, and security rating, 4) location, and 5) hardware elements or group.
- 2.1.2.8 Interior Doors, Windows, and Louvers: 1) type and material, 2) height, width, and thickness, 3) thermal, acoustic, fire, and security rating, 4) location, and 5) hardware elements or group.
- 2.1.2.9 Stairs and Ramps: 1) stairs and railings, 2) ramps and railings, and 3) handrails and guardrails.
- 2.1.2.10 Elevators and Escalators: 1) elevator cabs and doors, 2) elevator hoistway doors and trim, 3) elevator machinery and equipment, 4) escalator belts and railings, and 5) escalator machinery and equipment.
- 2.1.2.11 Casework and Counters: 1) type and material, 2) height, width, and depth, 3) location, and 4) hardware.
- 2.1.2.12 Plumbing Fixtures: 1) type and material, 2) location, 3) trim, and 4) finishes. Link fixtures and trim to the Mechanical Systems Model.
- 2.1.2.13 HVAC Grills and Registers: 1) type and material, 2) location, 3) trim, and 4) finishes. Link fixtures and trim to the Mechanical Systems Model.
- 2.1.2.14 Electrical Fixtures: 1) type and material, 2) bulb type and wattage, 3) location, 4) trim, and 5) finishes. Link fixtures and trim to the Electrical Systems Model.
- 2.1.2.15 Miscellaneous Fittings: 1) toilet partitions, 2) toilet room accessories, 3) grab bars, 4) personal storage lockers, 5) display cases, and 6) other surface applied quasi-permanent items such as mirrors etc.
- 2.1.2.16 Other requirements:

2.1.2.16.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.2.16.2 Schedules: data for installation of the above elements.

2.1.3 Structural Systems: The Structural Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:

2.1.3.1 Foundations and footings: 1) type and configuration, and 2) depth, length, and width.

2.1.3.2 Slab(s) on-grade: 1) type and configuration, 2) under-slab base and waterproofing, 3) recesses, curbs, pads, closure pours, and 4) major penetrations.

2.1.3.3 Basement Walls: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.

2.1.3.4 Elevated Floors: 1) columns and beams, 2) primary and secondary framing members, 3) bracing, 4) connections, and 5) framed, composite, and/or slab decks.

2.1.3.5 Roofs: 1) columns and beams, 2) primary and secondary framing members, 3) bracing, 4) connections, and 5) framed, composite, and/or slab decks.

2.1.3.6 Joints: 1) expansion and/or contraction, and 2) seismic.

2.1.3.7 Stairs and Ramps: 1) openings and framing, and 2) railing supports.

2.1.3.8 Shafts and Pits: 1) openings and framing, and 2) railing supports.

2.1.3.9 Other requirements:

2.1.3.9.1 Quantities: include data to reflect accurate quantities of the above elements.

2.1.3.9.2 Schedules: data for installation of the above elements.

2.1.3.9.3 Fireproofing: Fireproofing is not to be included in the BIM but clash detection studies shall include definition of tolerances for conflict detection.

2.1.3.9.4 Color Code: color code structural steel from other elements.

2.1.4 Mechanical: The Mechanical Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:

2.1.4.1 Heating, Ventilating, and Air Conditioning: 1) all heating, ventilating, air-conditioning, exhaust fans, and specialty equipment, 2) air supply, return, ventilation and exhaust ducts, including space-consuming elbows and transitions, 3) fire dampers with ratings, 4) mechanical

piping, and 5) registers, diffusers, grills and hydronic baseboards. Coordinate and link fixtures and trim to the Architectural Systems Model.

- 2.1.4.2 Plumbing: 1) all domestic plumbing piping and fixtures, 2) floor and area drains, and 3) related equipment.

- 2.1.4.2.1 Piping larger than 1 .5" diameter shall be modeled.

- 2.1.4.3 Roof Drainage: 1) all piping and fixtures, and 2) related equipment.

- 2.1.4.3.1 Piping larger than 1 .5" diameter shall be modeled.

- 2.1.4.4 Other requirements:

- 2.1.4.4.1 Quantities: data to reflect accurate quantities of the above elements.

- 2.1.4.4.2 Schedules: schedule data for installation of the above elements.

- 2.1.4.4.3 Equipment Clearances: Clearances for major equipment and all M/E/P Equipment and Architecturally Significant Equipment, as model objects for conflict detection and maintenance access requirements.

- 2.1.4.4.4 Color Code: separate color code for each type element.

- 2.1.5 Electrical: The Electrical Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:

- 2.1.5.1 Interior Electrical Power and Lighting: 1) all interior electrical components, 2) lighting, receptacles, special and general purpose power receptacles, 3) lighting fixtures, 4) panel-boards and control systems, and 5) conduit and cable trays.

- 2.1.5.1.1 Individual conduit larger than 1 .5" diameter shall be modeled.

- 2.1.5.1.2 Groups or clusters runs of conduit of all sizes shall be modeled.

- 2.1.5.2 Exterior Building Lighting: 1) all exterior electrical components, 2) lighting, receptacles, special and general purpose power receptacles, 3) lighting fixtures, 4) panel-boards and control systems, and transformers, and 5) utility connection and equipment.

- 2.1.5.2.1 Individual conduit larger than 1 .5" diameter shall be modeled.

- 2.1.5.2.2 Grouped or clustered runs of conduit of all sizes shall be modeled.

2.1.5.3 Telephone, Data, Television, and Other Low Voltage: 1) all interior low voltage components, 2) outlets, receptacles, special and controls, 3) fixtures, 4) panel-boards, equipment racks, and control systems, and 5) conduit and cable trays.

2.1.5.3.1 Individual conduit larger than 1 .5" diameter shall be modeled.

2.1.5.3.2 Groups or clusters runs of conduit of all sizes shall be modeled.

2.1.5.4 Other requirements:

2.1.5.4.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.5.4.2 Schedules: schedule data for installation of the above elements.

2.1.5.4.3 Equipment Clearances: Clearances for major as model objects for conflict detection and maintenance access requirements.

2.1.5.4.4 Color Code: separate color code for each type element.

2.1.6 Fire Suppression: The Fire Suppression Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide Project-model(ed) elements of:

2.1.6.1 Fire Suppression System: 1) valves and risers, 2) all main, branch, and drains lines, 3) sprinkler heads, and fittings, 4) pumps.

2.1.6.2 Fire Alarms: 1) alarm and notification devices, and 2) detection systems.

2.1.6.3 Other requirements:

2.1.6.3.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.6.3.2 Schedules: schedule data for installation of the above elements.

2.1.6.3.3 Equipment Clearances: Clearances for major equipment as model objects for conflict detection and maintenance access requirements.

2.1.6.3.4 Color Code: separate color code for each type element.

2.1.7 Equipment: The Equipment Model shall be a sub-system model linked to the architectural model. Except as noted provide Project-model(ed) elements of:

2.1.7.1 Equipment: related security, mechanical, plumbing, and electrical requirements.

- 2.1.7.1.1 Quantities: data to reflect accurate quantities of the above elements.
- 2.1.7.1.2 Schedules: schedule data for installation of the above elements.
- 2.1.7.1.3 Equipment Clearances: equipment clearances as model objects for conflict detection and maintenance access requirements.

## 2.2 MODEL SOFTWARE REQUIREMENTS

2.2.1 The Design Builder's selected BIM application(s) and software(s) for the BIM Model shall:

- 2.2.1.1 Have maximum interoperability between systems models, and shall be fully compatible with Autodesk® Navisworks 2011 software and later.
- 2.2.1.2 Be provided in a format that is compatible with a free software download for viewing the Design Builder's models with the ability to save and track user annotations and notes.
- 2.2.1.3 Contain reports/logs of:
  - 2.2.1.3.1 Discrepancies and/or clarifications in the Contract Documents or Construction Documents identified during the modeling process.
  - 2.2.1.3.2 Conflicts between location and alignment of model elements with resolutions developed by the Design Builder.
  - 2.2.1.3.3 Quantities of modeled building element.
  - 2.2.1.3.4 Schedule for each building element.
- 2.2.1.4 For any additional electronic model information that is not supported by the Revit or the primary software solution approved by Program Manager, and for constructing 4D models, the Design Builder shall utilize AutoDesk® Navisworks software (Manage, Review, Simulate and Freedom) to create and utilize .nwd files.
- 2.2.1.5 Be provided in a format that links with cost and scheduling software utilities.

## PART 3 - EXECUTION

### 3.1 DEVELOPMENT AND SUBMITTAL OF THE MODELS

3.1.1 The Design Builder shall develop the BIM Model and its systems models in compliance with the Contract Documents and the following:

- 3.1.1.1 Develop and submit all of the systems models concurrently. Note: if any of the systems models qualify as deferred approvals, they may be submitted separately.



- 3.1.1.2 Submit models with generic-model(ed) information as required to satisfy the requirements of the Request for Proposal.
- 3.1.1.3 Submit partially completed models during the Design Development and Construction Documents Phase submittals outlined in Section 01 11 20 (Design Services and Submittals), for review and coordination.
- 3.1.1.4 Submit partially complete models at any time when the District requests changes and/or clarifications or Design Builder proposes changes.
- 3.1.1.5 Submit fully completed BIM Model and its systems models, prior to construction.
- 3.1.1.6 Submit updated systems models complying with final approved shop drawing submittals.
- 3.1.1.7 Submit the “as-built” BIM Model and its systems models as part of the close-out process.

### 3.2 UPDATING THE MODELS DURING CONSTRUCTION

- 3.2.1 The BIM Model shall be updated/revised to keep it current with construction activity as follows:
  - 3.2.1.1 Updating: issue the BIM Model and its systems models one week before each regularly scheduled Construction Phase Coordination meeting as defined in Section 01 31 19 (Project Meetings).
  - 3.2.1.2 Revising: issue the revised BIM Model and/or its systems models immediately after each meeting or other activity where revisions have been made. Include a report that indicates every change.
- 3.2.2 Submit the updates and revisions to the District.

### 3.3 DELIVERY OF FINAL AS-BUILT MODELS

- 3.3.1 The final updated and revised BIM Model and all its systems models shall be submitted to the District as part of the close-out submittals.
- 3.3.2 The BIM Model and all its systems models will be:
  - 3.3.2.1 Editable for future expansion or remodel projects.
  - 3.3.2.2 Functioning for use with 3-D Facilities Management Software.

**END OF SECTION**

**MISCELLANEOUS HAZARDOUS MATERIALS PERFORMANCE REQUIREMENTS**

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**PART 1 - GENERAL****1.1 SUMMARY**

- 1.1.1 Scope of Work: The Design Builder shall hire a competent Hazardous Materials Consultant to investigate, survey and report on Hazardous Materials discovered at the site. Except as otherwise expressly specified herein, the Design Builder's Hazardous Substances Removal Contractor ("Contractor") will supply all labor, supervision, materials, equipment, tools, services, insurance and each and every item of expense necessary for the removal, handling, management, packaging, transportation and disposal of miscellaneous hazardous materials, herein called the "Work."
- 1.1.2 Applicability: Except as otherwise may be provided for, the requirements of the Contractor will apply to the Design Builder and, by extension, to all subcontractors engaged in the removal or handling of the miscellaneous hazardous materials designated herein. To the extent allowable by law, the District will be the sole and final arbiter of which contractor(s) or subcontractor(s) qualify to remove Hazardous Materials at the Project Site.
- 1.1.3 Miscellaneous Hazardous Materials: The Contractor shall notify the District of the presence of any items identified in specification 4.11 of Section 00 50 00 (Form of Agreement) within 24 hours of its discovery at the Project site.
- 1.1.4 Limitation of Responsibility: The role of the Design Builder's Industrial Hygiene Consultant (hereinafter referred to as the "Project IH Consultant") in this project is to provide independent, third-party industrial hygiene/hazardous materials consulting services on behalf of the District. Such services may or may not include conducting on-site work observations, materials or environmental testing, and/or consulting with the District. It is not the responsibility of the Project IH Consultant to supervise the Contractor; nor to direct the Contractor's work effort; nor to assume the management of, or responsibility for, the Contractor's health and/or safety practices, nor its waste management, nor its regulatory compliance. At all times, the Contractor is solely responsible for the quality and execution of all phases and aspects of the Work.

**1.2 SUBMITTALS****1.2.1 General:**

- 1.2.1.1 In addition to any other contractual submittals required of the Contractor, the Contractor will provide the submittals described in this Section. Submittals will be reviewed by both the District and the Project IH Consultant for acceptability. The Project IH Consultant will either recommend submittals to the District for acceptance, or will return them as deficient, with notations for correction and re-submission. The Project IH Consultant does not have authority to "approve" submittals.

### 1.2.2 Schedule And Format:

- 1.2.2.1 Delivery: Submittals listed in this section must be delivered to the District for conveyance to the Project IH Consultant.
- 1.2.2.2 Quantity: Five (5) identical, legible copies and one complete pdf of each submittal listed in this section shall be delivered in an organized fashion suitable to the District for review. One (1) copy will be conveyed by the District to the Project IH Consultant for review.
- 1.2.2.3 Work Commencement: No portion of the Work that is dependent upon submittal acceptance shall be commenced by the Contractor until the submittals are reviewed and accepted by the District or its designated representative.
- 1.2.2.4 Delays: Delays to the Work resulting from the submittal of deficient or illegible documentation, or from the untimely submittal of potentially acceptable documentation, shall be the sole responsibility of the Design-Builder. Except as otherwise granted by the District, no extensions will be made to the awarded contract schedule or budget to accommodate such delays.
- 1.2.2.5 Format: Submittals will be provided in 8-1/2" x 11" format, organized in a standard 3-ring binder, with sections separated by numbered tabs indexed to a printed Table of Contents. Illegible submittals will be considered deficient and returned to the Design/Builder for correction.
- 1.2.2.6 Pre-work Submittals: Pre-work submittals shall be delivered to the District not less than ten (10) Business Days prior to the Contractor's mobilization onto the work site. Deficient submittals must be resubmitted by the Design-Builder within five (5) Business Days after return of review copy. Once accepted, the reviewed copy will be returned to the Design-Builder, who must maintain a copy of the reviewed submittal at the job site. The following is to be submitted:
  - 1.2.2.6.1 Worker Qualifications: Name and qualifications of each employee to be engaged in handling or removal of materials specified in this Section.
  - 1.2.2.6.2 Technician Certification: The U.S. EPA requires that individuals who perform maintenance, service, repair, or disposal of ODCs be certified in accordance with Section 608 of the Clean Air Act, as amended (Section 608). The Contractor will submit documentation of certification for any technician or subcontractor to be engaged in work covered by Section 608.
  - 1.2.2.6.3 Worker Training: The Contractor shall provide current (within previous 12 months) valid documentation of worker training in accordance with Cal/OSHA Hazardous Waste Operations and Emergency Response (8 CCR §5192, "HAZWOPER") for any workers or subcontractors engaged in work specified in this Section. An exception to this

training requirement will be made for workers or subcontractors engaged solely in work involving handling or disposal of ODCs.

- 1.2.2.6.4 Permits/Licenses: The Design-Builder is responsible for obtaining any permits or licenses and for making any regulatory notifications required to perform the work of this Section. The Design-Builder will deliver one (1) copy of all permits, approvals and notifications to the District at least five (5) Business Days before beginning the Work of this Section.
- 1.2.2.6.5 Subcontractors: Submit qualifications and twenty-four (24) hour contact information for each subcontractor to be used. This shall include two (2) legible copies of federal, state, and/or local business or operating permits, as well as State and/or EPA identification numbers for the waste transporters and disposal facilities to be used.
- 1.2.2.6.6 Waste Hauling Qualifications: Submit proof of hazardous waste transporter's registration and the vehicle operator training. Submittals shall include, but not necessarily be limited to: business name, address (mailing address and physical location), and business telephone number of the company; primary contact name and emergency contact (24-hour) telephone number; documentation of current State and/or EPA authorization to operate; and insurance coverage.
- 1.2.2.6.7 Waste Disposal Facility Qualifications: Submit documentation of the California State and/or EPA-approved waste recycling, disposal, and/or treatment facilities designated to receive shipments of hazardous and universal wastes generated during this project. Such information will include, but not necessarily be limited to: business name, address (mailing address and physical location), and business telephone number of the facility; primary contact name and emergency contact (24-hour) telephone number; documentation of current State and/or EPA authorization to operate; operator's facility I. D. number; classification and/or types of waste(s) accepted; name, business address and telephone number of insurance provider; documentation of insurance type(s), coverage amounts, and any limitations on liability; and any regulatory agency information pertaining to known citations issued, notices of violations issued, corrective actions ordered, Records of Decisions rendered, or on-going environmental investigations or known liabilities.
- 1.2.2.7 Post-work Submittals: The Design-Builder will, within twenty (20) Business Days of Contractor's demobilization from the Project Site, submit two (2) copies of all waste disposal documentation (waste manifests, recycler's or reclaimer's receipts, or other applicable

documentation) to demonstrate appropriate material management and disposal. If the Project IH Consultant or District determines that the Post-work Submittals are inadequate and/or require additional unanticipated review time, the Contractor will be required to correct the deficiencies and re-submit them for additional review. Any additional cost for the Project IH Consultant's time to perform a subsequent review(s) of Post-work Submittals will be borne by the Design-Builder.

### 1.3 QUALITY REQUIREMENTS

#### 1.3.1 Reference Standards:

1.3.1.1 Regulations: Applicable regulations pertaining to this work include, but are not limited to, the following:

1.3.1.1.1 California Department of Occupational Safety and Health (Cal-OSHA) – General Industry Safety Orders Hazardous Waste Operations and Emergency Response (8 CCR §5192 et seq.).

1.3.1.1.2 California Health & Safety Code Section 25163(c).

1.3.1.1.3 Title 22, California Code of Regulations, Section 66261.24 et seq.

1.3.1.1.4 Title 22, California Code of Regulations, Section 66268.7(a)(4) et seq.

1.3.1.1.5 Title 22, California Code of Regulations, Section 66268.114 et seq.

1.3.1.1.6 California Safe Drinking Water and Toxic Enforcement Act of 1986 (Prop. 65).

1.3.1.1.7 Title 22, California Code of Regulations, Division 4.5, Chapter 23 – Universal Waste Rule - California Department of Toxic Substances Control (DTSC).

1.3.1.1.8 Title 40, Code of Federal Regulations, Part 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP) (U.S. EPA).

1.3.1.1.9 Title 40, Code of Federal Regulations, Part 82 et seq., Protection of Stratospheric Ozone. U.S. Environmental Protection Agency (U.S. EPA).

1.3.1.1.10 Title 40, Code of Federal Regulations, Part 761, et seq., Polychlorinated Biphenyl (PCBs) Manufacturing, Processing, Distribution in Commerce and Use Prohibitions. U.S. Environmental Protection Agency (U.S. EPA).

1.3.1.1.11 Title 49, Code of Federal Regulations, Part 172, U.S. Department of Transportation.

1.3.1.1.12 All other applicable Federal, State, and/or Local regulations, codes, and ordinances.

1.3.1.2 Applicability. The most current version of each document shall apply. Where conflicts among these specifications exist, the more strict or stringent requirement or interpretation shall apply.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

3.1.1 Examination of Conditions: The Design/Builder must carefully examine the work site before beginning work and report any previously undisclosed or special conditions to the District. Except as may be otherwise stipulated elsewhere in the Contract Documents, starting the Work shall be interpreted as implied acceptance of conditions as they exist.

3.1.2 Responsibility for Work: By commencing the Work, Design/Builder acknowledges and agrees that it has sole and primary responsibility and obligation to the District to make inspections of its own work at all stages of the Work. This includes acknowledging and agreeing that it has sole responsibility to supervise or superintend the performance of the Work, and that said work will be in strict adherence to, and in compliance with, all applicable methods, materials, regulations, and required standards whether or not specified herein. Where conflicts arise between standards or regulations, the more stringent will apply.

3.1.3 Coordination of Work: The Design-Builder is responsible to coordinate all scheduling, phasing, and completion of the Work with the District and all other employers working on the job site.

3.1.4 Measurements and Quantities: The Design-Builder is responsible to field verify all measurements, dimensions and quantities before starting the Work. Discrepancies between plan and field dimensions or quantities must be reported to the District as soon as discovered.

### **3.2 WASTE MANAGEMENT AND DISPOSAL**

3.2.1 General: The Design-Builder is responsible for the safe handling, storage and transportation of all hazardous waste generated by the Work. By commencing this work, the Design-Builder implicitly agrees to bear all costs arising from any claims, damages, losses, and/or clean-up expenses incurred which, as a result of the Design-Builder's negligence, result from a hazardous waste spill(s) or release(s) on the Project site and/or while hazardous waste is in transport to a waste disposal facility. The Design-Builder or its designated subcontractor waste hauler will deliver all waste materials to an appropriately designated waste disposal facility that is acceptable to the District and which is permitted in accordance with applicable regulations.

- 3.2.2 Storage Facilities: The Design-Builder will assure that all waste (hazardous and non-hazardous) generated by the Work is stored in a secured manner until received at the waste disposal facility. Debris bins, storage enclosures, etc. will be locked overnight and whenever the Design-Builder is off-site or unable to directly monitor the contents. The Design-Builder will ensure that the appropriate and required warning signs are posted on waste storage locations. The Design-Builder will be responsible to maintain the waste storage facilities in an orderly and well-kept condition at all times. The Design-Builder will conduct routine waste storage area inspections to assure that appropriate storage conditions are maintained. Waste is not to be co-mingled with stored non-waste material or equipment.
- 3.2.3 Off-site Shipment of Wastes: The Design-Builder shall notify the District or its Representative in advance, whenever hazardous waste must be removed from the site. A copy of the Uniform Hazardous Waste Manifest or any other documents required by Federal, State, or Local agencies shall be completed by the Design-Builder and submitted to the District or its Representative for review and signature prior to transporting hazardous waste materials to a disposal facility. The Design-Builder shall provide the District or its Representative with sufficient advance notice of the need to obtain manifest signatures, so as to not delay waste shipment or otherwise impede the Project Schedule. Only the District or its Representative has authority to sign or approve waste shipping documents. It is the Design-Builder's responsibility to obtain the necessary authorized signatures to ship wastes off-site. Delays or expenses resulting from the untimely waste document coordination shall be borne by the Design-Builder.
- 3.2.4 Waste Shipment Documentation: EPA Uniform Hazardous Waste Manifest form or such other form or forms required by law or regulation shall be used for all waste transported off-site for hazardous waste disposal. A non-hazardous waste Bill of Lading will be used for all waste transported off-site for disposal or recycling as non-hazardous waste. All waste loads removed from the Project Site will be weighed by a Certified Weighmaster prior to delivery to the disposal facility. Certified weight tickets shall be submitted by the Design-Builder as a part of the Post-job Submittals. At the conclusion of the Work, the Design-Builder will provide documentation that the hazardous waste was disposed of at an appropriate EPA-approved waste disposal facility. The documentation will be submitted as part of the Post-Job Submittals.
- 3.2.5 Shipment Containers: All waste shipping containers must be individually labeled with appropriate signage and warnings, as required by applicable regulations, codes and ordinances.

## **END OF SECTION**



**SITE CONSTRUCTION PERFORMANCE REQUIREMENTS**

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**PART 1 - GENERAL**

**1.1 GENERAL REQUIREMENTS**

- 1.1.1 The Criteria Documents indicate site development design intent for the 2118 Milvia Street Project at Berkeley City College, consistent with applicable building codes and standards.
- 1.1.2 The Criteria Documents show conceptual layout and design, with approximate quantities only. The specifications identify minimum levels of quality, materials and workmanship. If there are differences between this Section and the Criteria Documents submit RFI prior to submittal of Proposal for clarification.

**1.2 SITE UTILITIES**

- 1.2.1 General: The Design Builder shall prepare final plans and documents to the applicable codes and standards, obtain the necessary permits and local jurisdiction approvals, and coordinate all systems with final Construction Documents and the District.
- 1.2.2 Temporary Connections: Various utilities identified on the Criteria Documents requiring relocation may interrupt service to neighboring buildings that are intended to remain in operation. Sequence of construction operations shall be scheduled to minimize time of interrupted service. In some cases, temporary services to these buildings shall be required and shall be provided. Refer to the Criteria Documents for details.
- 1.2.3 Water: Complete existing and proposed water and fire water system descriptions and design criteria are provided in the Criteria Documents.
- 1.2.4 Sanitary Sewer: Criteria to be followed when designing the on-site and off-site sanitary sewer systems and descriptions of the existing and proposed sanitary sewer systems are provided in the Criteria Documents.
- 1.2.5 Electrical: Criteria Documents indicate relocation of existing electrical lines throughout the site. Criteria for equipment, pipe materials, and other requirements can be found in the Criteria Documents. The Design Builder shall prepare final plans and coordinate final design and equipment selection with the electrical vendors, PG&E and the District Representative.
- 1.2.6 Telecommunications, Fire Alarm, etc. Systems: Criteria Documents indicate routing of new communications utilities and relocation of existing communications utilities throughout the site. Criteria for equipment, pipe materials, and other requirements can be found in the District Standards.

### 1.3 GRADING AND EROSION CONTROL

- 1.3.1 The Design Builder shall produce and obtain approval of the site Storm Water Pollution Prevention Plan (SWPPP). Design Builder is responsible for obtaining the NPDES Notice of Intent and Notice of Termination from the State Water Resources Control Board and the District. Design Builder is responsible for implementing all Best Management Practices (BMPs) for preconstruction, construction and post-construction as recommended by the SWPPP document, which is an integral part of the final construction documents. Provide a copy of all such documents to the District Representative for approval.
- 1.3.2 Erosion control materials shall be stored onsite by the Design Builder and made available for immediate use. BMPs, including the placement of erosion control materials on or near the limits of work, shall be implemented as shown on the final approved SWPPP. Prevention and control measures shall be adjusted as the site conditions change with the phasing of the various areas of construction. All prevention and control measures required by the District, and the State Water Quality Act and incorporated into the SWPPP and BMPs shall be in place at the end of every workday.
- 1.3.3 Dirt and debris on the Project site and impacts to the neighboring communities is a major concern. Water shall be provided on-site to control dust during construction operations.
- 1.3.4 Permanent erosion control measures shall be provided as required by the Criteria Documents.

### 1.4 SITE DEVELOPMENT

#### 1.4.1 Hardscape

##### 1.4.1.1 Paving:

- 1.4.1.1.1 Primary pedestrian sidewalks are poured-in-place and colored and textured to match the design documents.
- 1.4.1.1.2 Vehicular traffic and traffic parking areas are generally asphaltic concrete with concrete curbs or curbs and gutters.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**