



SOLANO
COMMUNITY COLLEGE

SOLANO COMMUNITY COLLEGE DISTRICT

Softball Bleacher Replacement Project

PROJECT MANUAL

Project #17-003

December 14, 2016



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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Solano Community College District ("District") will receive sealed bids for the following project, Bid #17-003:

SOFTBALL BLEACHER REPLACEMENT PROJECT

2. The Project consists of:

Replacement of existing non-compliant bleachers and press box for the existing softball field. Scope includes demolition of existing bleachers and press box, selective demolition of existing site, site improvements and installation of new bleacher and press box.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

A and/or B

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

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations. The Bidder's registration must remain active throughout the term of the Contract.
5. Bid documents including drawings and specifications, are available on December 14, 2016, through BPXpress. They may be viewed and/or obtained by logging on to: www.blueprintexpress.com/sccdmeasureq or by calling BPXpress Reprographics at (707) 745-3593. Bidders can register with BPXpress and purchase a complete set of bid documents for a non-refundable cost. Bid documents can also be viewed and downloaded on the District's website at: <http://www.solano.edu/measureq/vendor.php>.
6. Technical questions must be submitted, in writing by no later than **10:00 a.m.** on, **January 10, 2017** to Kitchell CEM, Attn.: Karim Nassab, Project Manager via e-mail at karim.nassab@solano.edu. Addenda will be posted at BPXpress and on the District's website at: <http://www.solano.edu/measureq/vendor.php>. All bids received will require acknowledgement of receipt of any issued addenda to be considered responsive and responsible.
7. Sealed Bids will be received until **2:00 p.m., January 19, 2017**, at the District's Bond Office, Building 600, Denis Honeychurch Board Room, 4000 Suisun Valley Road, Fairfield California, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
9. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Solano Community College District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
10. **A mandatory pre-bid conference will be held on January 6, 2017, at 10:00 a.m.** Attendees will meet at the softball field on the Fairfield campus, located at 4000 Suisun Valley Road, Fairfield, California. All participants are required to sign in.
11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
14. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly or within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code.
15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The cumulative total of Base Bid amount and Add Alternate.
16. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

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

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

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

SOFTBALL BLEACHER REPLACEMENT PROJECT

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form or other security.
 - b. Designated Subcontractors List.
 - c. Site-Visit Certification, if a site visit was required.
 - d. Noncollusion Declaration.
5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
7. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **FOUR (4)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the

amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

8. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations. The subcontractor's registration must remain active throughout the term of the Contract. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
9. If a mandatory pre-bid conference and/or site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
10. Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.
11. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
12. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

13. The Bidder's Base Bid and Add Alternate shall include a ten percent (10%) allowance for unforeseen items. The allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.
14. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
15. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- e. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- f. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
 - (3) Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions

(including surface, subsurface and underground facilities and utilities), or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor must perform as a condition to bidding and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions. It shall be the responsibility of the Contractor to identify and locate existing facilities and utilities during the performance of its work, prior to demolition activities, and shall take care and precaution to prevent damage to said. All costs to repair damage as a result of the Contractor's negligence to perform necessary site investigation, including underground utility survey, shall be the responsibility of the Contractor.

- g. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
16. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
17. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **NINE (9)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
18. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

19. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any request for substitution a minimum of **TEN (10)** calendar days prior to bid opening.
 - b. At least ten (10) days prior to the bid opening, the Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in 00 73 13 Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions requested after Contract has been awarded will not be accepted.
21. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted to **Solano Community College District, c/o Purchasing: Laura Scott, 4000 Suisun Valley Road, Building 600 (Denis Honeychurch Boardroom), Fairfield, CA 94534** by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
22. Bids will be opened at or after the time indicated for receipt of bids.
23. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that

may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

24. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
25. Time for Completion: District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 3-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 3-month period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
26. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **FOURTH (4th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

- d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Hazardous Materials Certification.
 - k. Lead-Based Paint Certification.
27. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to other bases for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to other bases for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.

- (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
28. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
29. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
30. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

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EXISTING CONDITIONS

1. Summary

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

2. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by Solano Community College District ("District"), its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - (1) Original Construction Drawings.

3. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions.

Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.

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

4. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.
- c. Contractor shall engage private utility locator to verify and locate any existing utilities with area of scope of work prior to commencement of demolition

work. Contractor shall notify the District and Architect immediately for any potential conflict with proposed work for fixture relocation.

END OF DOCUMENT

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BID FORM AND PROPOSAL

To: Governing Board of Solano Community College District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 17-003.

PROJECT: **SOFTBALL BLEACHER REPLACEMENT PROJECT**

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

_____	dollars	\$ _____
BASE BID		

Additive/Deductive Alternates:

Add Alternate

_____	dollars	\$ _____
Additive/Deductive		
<p>Add Alternate – Selective demolition and site improvements required for the relocation of storm drain system, should the existing be in conflict with proposed bleacher foundation locations, as shown on Civil Sheets C1 and C2 (see C2 Note 8) and Bleacher Drawings.</p>		

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

1. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items. The allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to

execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

2. The Contract Price will be the combined total of the Base Bid and the Add Alternate. The District reserves the right to delete any and/or all scope of work associated with the Add Alternate. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project, for the Add Alternate amount, should the Add Alternate be deemed not necessary by the District.
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site-Visit Certification
 - Noncollusion Declaration
9. Receipt and acceptance of the following addenda is hereby acknowledged:

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

10. Bidder acknowledges that the license required for performance of the Work is an A and/or B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this _____ day of _____ 20 ____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: SOFTBALL BLEACHER REPLACEMENT PROJECT (Project #17-003)

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

PROJECT: SOFTBALL BLEACHER REPLACEMENT PROJECT (Project #17-003)

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___[date], at ___[city], ___[state].

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 17-003 between Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 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

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**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: 17-003 between Solano Community College_District ("District")
and _____ ("Contractor" or "Bidder")
("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 17-003 between Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

- 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: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: 17-003 between Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 17-003 between Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 17-003 between Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

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

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed.

Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

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

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

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

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

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

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

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

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

4. Contractor's Liability

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

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

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20__

To: _____
(Contractor)

To: _____
(Address)

From: Governing Board ("Board") of Solano Community College District ("District" or "Owner")

PROJECT: SOFTBALL BLEACHER REPLACEMENT PROJECT (Project #17-003) ("Project" or "Contract").

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

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

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

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

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.

- h. Drug-Free Workplace Certification.
- i. Tobacco-Free Environment Certification.
- j. Hazardous Materials Certification.
- k. Lead-Based Paint Certification.

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

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

SOLANO COMMUNITY COLLEGE SCHOOL
DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 1ST DAY OF February, 2017, by and between the Solano Community College District ("District") and _____ ("Contractor") ("Agreement").

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

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

PROJECT: **SOFTBALL BLEACHER REPLACEMENT PROJECT**

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

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within ONE HUNDRED TWELVE (112) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due

allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of five hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

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

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

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B and/or C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Dollars

_____ (\$ _____),

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

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

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

CONTRACTOR

DISTRICT

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Title: _____

Title: VP, Finance & Administration

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

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: SOFTBALL BLEACHER REPLACEMENT PROJECT

PROJECT/CONTRACT NO.: 17-003 between the Solano Community College District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract Time under the above Contract will be ONE HUNDRED TWELVE (112) days from date of Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents.

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

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ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

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

2. Ownership of Escrow Bid Documentation

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

information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

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

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow

Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

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

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

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days

notice if a representative of that subcontractor does not appear at the time set.

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

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
Public Contact Code Section 22300

(Note: Contractor must use this form.)

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Solano Community College District ("District"), whose address is _____, California, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. 17-003 entered into between District and Contractor for the Softball Bleacher Replacement Project, in the amount of _____ Dollars (\$ _____) dated, _____, 20____, (the "Contract"); **or**
 - On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

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

Securities shall be held in name of Solano Community College Community College District, and shall designate Contractor as beneficial owner.

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

Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

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PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

SOFTBALL BLEACHER REPLACEMENT PROJECT _____ (Project Name)

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

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

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

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

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

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

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

Surety of the District's objection to Principal's further participation in the completion of the Work.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it 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__.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Bidder 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

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

SOFTBALL BLEACHER REPLACEMENT PROJECT (Project Name)

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

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

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

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Bidder 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

[Community College District]
 [Address]

CHANGE ORDER NO.:

CHANGE ORDER

Project:
Bid No.:

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

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

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

Architect: [Name / Address] **Project Inspector:** [Name / Address]

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

The undersigned Contractor approves the foregoing as to the changes, if any, and the Cost, if any, specified for each item and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this district and must be signed by the District.

The compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractors costs and expenses, both direct and indirect, resulting

from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Contractor:

[Name] Date

[Name] Date

Architect:

Project Inspector:

[Name] Date

[Name] Date

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 SOLANO COMMUNITY COLLEGE DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS:

- 1. District and Contractor entered into PROJECT/CONTRACT NO.: 17-003 ("Contract" or "Project") in the County of Solano, California.
- 2. The Work under the Contract has been completed.

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

AGREEMENT

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

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

- 4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$ _____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
- 5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.
- 6. 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>Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

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

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
11. 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.

12. 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 * * *

SOLANO COMMUNITY COLLEGE DISTRICT

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

END OF DOCUMENT

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GUARANTEE FORM

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

PROJECT: SOFTBALL BLEACHER REPLACEMENT 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 One
year(s) from the date of completion as defined in Public Contract Code section 7107,
subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of
completion is _____, 20____.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

NAME: _____

ADDRESS: _____

PHONE NO.: _____

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1. Definitions

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

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

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

1.1.3. Architect: 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.

1.1.4. As-Built Drawings: Unless otherwise defined in the Special Conditions, 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.

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

1.1.6. 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.

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

1.1.8. 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.

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

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

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

- 1.1.11.1.** Notice to Bidders
- 1.1.11.2.** Instructions to Bidders
- 1.1.11.3.** Bid Form and Proposal
- 1.1.11.4.** Bid Bond
- 1.1.11.5.** Designated Subcontractors List
- 1.1.11.6.** Site-Visit Certification (if a site visit was required)
- 1.1.11.7.** Noncollusion Declaration
- 1.1.11.8.** Notice of Award
- 1.1.11.9.** Notice to Proceed
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- 1.1.11.11.** Escrow of Bid Documentation
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- 1.1.11.20.** Prevailing Wage Certification
- 1.1.11.21.** Disabled Veterans Business Enterprise Participation Certification (if applicable)
- 1.1.11.22.** Drug-Free Workplace Certification
- 1.1.11.23.** Tobacco-Free Environment Certification
- 1.1.11.24.** Hazardous Materials Certification
- 1.1.11.25.** Lead-Based Paint Certification
- 1.1.11.26.** Imported Materials Certification
- 1.1.11.27.** Criminal Background Investigation/Fingerprinting Certification
- 1.1.11.28.** Buy American Certification (if applicable)
- 1.1.11.29.** Roofing Project Certification (if applicable)
- 1.1.11.30.** Iran Contracting Act Certification (if applicable)
- 1.1.11.31.** All Plans, Technical Specifications, and Drawings
- 1.1.11.32.** Any and all addenda to any of the above documents
- 1.1.11.33.** Any and all change orders or written modifications to the above documents if approved in writing by the District

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

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

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

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

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

1.1.17. 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.

1.1.18. Dispute: A separate demand by Contractor for a time extension; 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.

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

1.1.19.1. 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

1.1.19.2. 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.

1.1.20. 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.

1.1.21. DSA: Division of the State Architect.

1.1.22. 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 prices for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.23. 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.

1.1.24. 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.

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

1.1.26. 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.

1.1.27. 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.

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

1.1.29. 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.

1.1.30. 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.

1.1.31. 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.

1.1.32. 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.

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

1.1.34. Record Drawings: Unless otherwise defined in the Special Conditions, 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.

1.1.35. 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.

1.1.36. 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.

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

1.1.38. 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.

1.1.39. 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.

1.1.40. 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.

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

1.1.42. Specifications: That portion of the Contract Documents, Division 1 through Division 17, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.43. State: The State of California.

1.1.44. 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.

1.1.45. 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.

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

1.1.47. 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.

1.1.48. 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 services 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 be come 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 on (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.

1.6. 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 within the Contract Time.

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

1.8.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected 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 demand from District, present documentary evidence showing that orders have been placed.

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

1.8.7. 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 insure the proper execution of the Contract.

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

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

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

4. CONSTRUCTION MANAGER

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

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

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

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1. Project Inspector

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

5.1.2. No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version) 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 stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

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

5.2. Tests and Inspections

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

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

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

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

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

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

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

6. CONTRACTOR

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

6.1. Status of Contractor

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

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

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

6.2. Project Inspection Card(s)

Contractor shall verify that forms DSA 152 (or current version) are issued for the Project prior to the commencement of construction.

6.3. Contractor's Supervision

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

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

6.3.3. Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, District, any of the District's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify District in writing. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

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

6.4. Duty to Provide Fit Workers

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

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

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

6.4.4. If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District. The District shall

determine if Contractor's intended change is permissible while performing this Contract.

6.5. Field Office

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

6.6. Purchase of Materials and Equipment

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

6.7. Documents On Work

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

6.7.2. Daily Job Reports.

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

- 6.7.2.1.1.** A brief description of all Work performed on that day.
- 6.7.2.1.2.** A summary of all other pertinent events and/or occurrences on that day.
- 6.7.2.1.3.** The weather conditions on that day.
- 6.7.2.1.4.** A list of all Subcontractor(s) working on that day,
- 6.7.2.1.5.** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.7.2.1.6.** A complete list of all equipment on Site that day, whether in use or not.
- 6.7.2.1.7.** All complete list of all materials, supplies, and equipment delivered on that day.
- 6.7.2.1.8.** A complete list of all inspections and tests performed on that day.

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

6.8. Preservation of Records

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, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9. Integration of Work

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

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

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

6.9.4. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

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

6.10. Notifications

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

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

6.11. Obtaining of Permits, Licenses and Registration

Contractor shall secure and pay for all permits, licenses, registrations 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 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, 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, and certificates shall be delivered to District before demand is made for final payment.

6.12. Royalties and Patents

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

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

6.13. Work to Comply With Applicable Laws and Regulations

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

- 6.13.1.1.** National Electrical Safety Code, U. S. Department of Commerce
- 6.13.1.2.** National Board of Fire Underwriters' Regulations
- 6.13.1.3.** Uniform Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments
- 6.13.1.4.** Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- 6.13.1.5.** Industrial Accident Commission's Safety Orders, State of California
- 6.13.1.6.** Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes
- 6.13.1.7.** Americans with Disabilities Act
- 6.13.1.8.** Education Code of the State of California
- 6.13.1.9.** Government Code of the State of California
- 6.13.1.10.** Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
- 6.13.1.11.** Public Contract Code of the State of California
- 6.13.1.12.** California Art Preservation Act
- 6.13.1.13.** U. S. Copyright Act
- 6.13.1.14.** U. S. Visual Artists Rights Act

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

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

6.13.4. Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

6.14. Safety/Protection of Persons and Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.14.20. Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If

such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

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

6.15. Working Evenings and Weekends

Contractor may be required to work 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 Inspector charges necessitated by the Contractor's evening and/or weekend work.

6.16. Cleaning Up

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

6.16.2. Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

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

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

7. SUBCONTRACTORS

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

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

7.3. Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms 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, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

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

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

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

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

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

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

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

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

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

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

8. OTHER CONTRACTS/CONTRACTORS

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

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

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

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

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

8.6. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the

Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

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

9.8. Ownership of Drawings

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

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

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

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

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

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

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

10.1.1.2.1. Divided into at least the following categories:

- 10.1.1.2.1.1.** Overhead and profit;
- 10.1.1.2.1.2.** Supervision;
- 10.1.1.2.1.3.** General conditions;
- 10.1.1.2.1.4.** Layout;
- 10.1.1.2.1.5.** Mobilization;
- 10.1.1.2.1.6.** Submittals;
- 10.1.1.2.1.7.** Bonds and insurance;

- 10.1.1.2.1.8.** Close-out/Certification documentation;
- 10.1.1.2.1.9.** Demolition;
- 10.1.1.2.1.10.** Installation;
- 10.1.1.2.1.11.** Rough-in;
- 10.1.1.2.1.12.** Finishes;
- 10.1.1.2.1.13.** Testing;
- 10.1.1.2.1.14.** Punchlist and acceptance.

10.1.1.2.2. Divided by each of the following areas:

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

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

- 10.1.1.2.3.1.** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2.** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3.** Bonds and insurance combined to equal not more than 2%.

10.1.1.2.4. Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

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

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

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

10.1.1.3. Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District.

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

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

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

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

10.1.1.5. Complete Subcontractor List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

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

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

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

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

10.2. Monthly Progress Schedule(s)

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

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

10.3. Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substance 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.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1. Site Investigation

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

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

11.2. Soils Investigation Report

11.2.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of this Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of 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.

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

11.3. Access to Work

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

11.4. Layout and Field Engineering

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

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

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

11.5. Utilities

Utilities shall be provided as indicated in the Specifications.

11.6. Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7. Surveys

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

11.8. Regional Notification Center

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

11.9. Existing Utility Lines

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

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

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

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

11.10. Notification

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

11.11. Hazardous Materials

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

11.12. No Signs

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

12. TRENCHES

12.1. Trenches Greater Than Five Feet

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

12.2. Excavation Safety

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

12.3. No Tort Liability of District

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

12.4. No Excavation Without Permits

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

12.5. Discovery of Hazardous Waste and/or Unusual Conditions

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

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

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

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

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

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

13. INSURANCE AND BONDS

13.1. Insurance

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

13.1.1. Commercial General Liability and Automobile Liability Insurance

13.1.1.1. Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from 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, and Any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

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

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

13.1.2. Excess Liability Insurance

13.1.2.1. 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 if Contractor's underlying policy limits are less than required.

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

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

13.1.4. Workers' Compensation and Employers' Liability Insurance

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

13.1.4.2. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance

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

13.1.5. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

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

13.1.6. Pollution Liability Insurance

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

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

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

13.1.7. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates

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

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

13.1.7.2.1. A clause stating:

“This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”

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

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

13.1.7.4. Insurance written on a “claims made” basis is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

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

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

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

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

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

13.1.8. Insurance Policy Limits

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

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

13.2. Contract Security - Bonds

13.2.1. Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

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

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Warranty/Guarantee

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

14.1.2. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates:

14.1.2.1. The date of completion as defined in Public Contract Code section 7107, subdivision (c), or

14.1.2.2. The commissioning date for the Project, if any.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3. 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 operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.5. Nothing herein shall limit any other rights or remedies available to District.

14.2. Indemnity

14.2.1. To the furthest extent permitted by California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, the Architect, and the Construction Manager, their consultants and separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations.

14.2.2. The Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the 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 full extent permitted by law.

14.2.3. In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.4. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have received written agreement from the Contractor that they will unconditionally defend the District, Architect and Construction Manager, their officers, agents and employees, and pay any damages due by reason of settlement or judgment.

14.2.5. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

15. TIME

15.1. Notice to Proceed

15.1.1. District may issue a Notice to Proceed within three (3) months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2. Computation of Time / Adverse Weather

15.2.1. The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met:

15.2.1.1. The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

15.2.1.2. Contractor can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3. The Contractor's crew is dismissed as a result of the Adverse Weather;

15.2.1.4. Said delay adversely affects the critical path in the Construction Schedule; and

15.2.1.5. The number of days of delay for the month exceeds those indicated in the Special Conditions.

15.2.2. If the aforementioned conditions are met, a day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

15.2.3. The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4. The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3. Hours of Work

15.3.1. Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2. Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.4. Progress and Completion

15.4.1. Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2. No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5. Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.6. Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1. Liquidated Damages

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2. Excusable Delay

16.2.1. Contractor shall not be charged for liquidated damages because of any delays in completion of 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. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

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

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

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

16.2.3.2. Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule

that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)

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

16.3. No Additional Compensation for Delays Within Contractor's Control

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

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

16.3.2.1. The District is responsible for the delay;

16.3.2.2. The delay is unreasonable under the circumstances involved;

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

16.3.2.4. Contractor complies with the claims procedure of the Contract Documents.

16.4. Float or Slack in the Schedule

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

17. CHANGES IN THE WORK

17.1. No Changes Without Authorization

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

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

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

17.1.3. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work.

17.1.4. Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2. Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's response(s) to RFI(s) by Architect's Supplemental Instructions ("ASI").

17.3. Change Orders

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

17.3.1.1. A description of a change in the Work;

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

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

17.4. Construction Change Directives

17.4.1. A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the

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

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

17.5. Force Account Directives

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

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

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

17.5.4. The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

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

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

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

17.6. Price Request

17.6.1. Definition of Price Request

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

17.6.2. Scope of Price Request

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

17.7. Proposed Change Order

17.7.1. Definition of Proposed Change Order

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

17.7.2. Changes in Contract Price

A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.7.3. Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work.

17.7.4. Unknown and/or Unforeseen Conditions

If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

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17.8. Format for Proposed Change Order

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

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add overhead and profit for Contractor</u> , not to exceed five percent (5%) of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u> (zero unless indicated)		<u> </u> Calendar Days

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (f)		
(h)	<u>TOTAL</u>		
(i)	<u>Time</u> (zero unless indicated)		<u> </u> Calendar Days

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		

(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)		
(f)	Subtotal		
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (f)		
(h)	Subtotal		
(i)	Add Bond and Insurance , not to exceed one and a half percent (1.5%) of Item (h)		
(j)	TOTAL		
(k)	Time (zero unless indicated)		____ Calendar Days

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)		
(f)	Subtotal		
(g)	Add Bond and Insurance , not to exceed one and a half percent (1.5%) of Item (f)		
(h)	TOTAL		
(i)	Time (zero unless indicated)		____ Calendar Days

17.8.2. Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. 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.

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

17.8.4. Equipment. As a precondition 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.

17.9. Change Order Certification

17.9.1. All Change Orders and PCOs must include the following certification by the Contractor:

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

17.9.1.2. It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.10. Determination of Change Order Cost

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

17.10.1.1. District acceptance of a PCO;

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

17.10.1.3. By agreement between District and Contractor.

17.11. Deductive Change Orders

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

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

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

17.13. Discounts, Rebates, and Refunds

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

17.14. Accounting Records

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

17.15. Notice Required

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

17.16. Applicability to Subcontractors

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

17.17. Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18. Failure of Contractor to Execute Change Order

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

18. REQUEST FOR INFORMATION

18.1. Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

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

19. PAYMENTS

19.1. Contract Price

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

19.2. Applications for Progress Payments

19.2.1. Procedure for Applications for Progress Payments

19.2.1.1. Application for Progress Payment

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

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

- 19.2.1.1.1.2.** The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- 19.2.1.1.1.3.** The balance that will be due to each of such entities after said payment is made;
- 19.2.1.1.1.4.** A certification that the As-Built Drawings and annotated Specifications are current;
- 19.2.1.1.1.5.** Itemized breakdown of work done for the purpose of requesting partial payment;
- 19.2.1.1.1.6.** An updated and acceptable construction schedule in conformance with the provisions herein;
- 19.2.1.1.1.7.** The additions to and subtractions from the Contract Price and Contract Time;
- 19.2.1.1.1.8.** A total of the retentions held;
- 19.2.1.1.1.9.** Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
- 19.2.1.1.1.10.** The percentage of completion of the Contractor's Work by line item;
- 19.2.1.1.1.11.** Schedule of Values updated from the preceding Application for Payment;
- 19.2.1.1.1.12.** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;
- 19.2.1.1.1.13.** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and
- 19.2.1.1.1.14.** A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the

Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed.

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

19.2.1.1.1.16. All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs 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

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

19.2.2. Prerequisites for Progress Payments

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

19.2.2.1.1. Installation of the Project sign;

19.2.2.1.2. Installation of field office;

19.2.2.1.3. Installation of temporary facilities and fencing;

19.2.2.1.4. Schedule of Values;

19.2.2.1.5. Contractor's Construction Schedule;

19.2.2.1.6. Schedule of unit prices, if applicable;

19.2.2.1.7. Submittal Schedule;

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

19.2.2.1.9. Copies of necessary permits;

19.2.2.1.10. Copies of authorizations and licenses from governing authorities;

19.2.2.1.11. Initial progress report;

19.2.2.1.12. Surveyor qualifications;

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

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

19.2.2.1.15. All bonds and insurance endorsements; and

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

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

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

19.3. Progress Payments

19.3.1. District's Approval of Application for Payment

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

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

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

19.3.1.1.3. An Application for Payment shall not include requests for payment of material or labor resources that were used for the production of said material until it arrives onsite and can be verified by the District.

19.3.1.1.4. An Application for Payment shall not include request for payment in advance for the fabrication of material or labor resources needed for the production of said material. Requirement of deposits for material will not be acceptable.

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

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

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

19.3.1.2.2. Results of subsequent tests and inspections,

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

19.3.1.2.4. Specific qualifications expressed by the Architect.

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

19.3.2. Payments to Contractor

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

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

19.3.2.3. If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for

Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3. No Waiver

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

19.4. Decisions to Withhold Payment

19.4.1. Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

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

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

19.4.1.3. Liquidated damages assessed against the Contractor.

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

19.4.1.5. Damage to the District or other contractor(s).

19.4.1.6. Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.7. Failure to store and properly secure materials.

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

19.4.1.9. Failure of the Contractor to maintain As-Built Drawings.

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

19.4.1.11. Unauthorized deviations from the Contract Documents.

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

19.4.1.13. 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.

19.4.1.14. 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.

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

19.4.1.16. 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.

19.4.1.17. Failure to properly maintain or clean up the Site.

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

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

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

19.4.1.21. Failure to pay any royalty, license or similar fees.

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

19.4.1.23. 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.

19.4.2. Reallocation of Withheld Amounts

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

19.4.2.2. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3. Payment After Cure

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

19.5. Subcontractor Payments

19.5.1. Payments to Subcontractors

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

19.5.2. No Obligation of District for Subcontractor Payment

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

19.5.3. Joint Checks

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

20. COMPLETION OF THE WORK

20.1. Completion

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

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

20.1.3. District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

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

20.2. Close-Out/Certification Procedures

20.2.1. Punch List

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

20.2.2. Close-Out/Certification Requirements

20.2.2.1. Utility Connections

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

20.2.2.2. Record Drawings

20.2.2.2.1. Contractor shall provide exact Record Drawings of the Work upon completion of the Project as indicated in the Specifications.

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

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

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

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

20.2.2.5. 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.

20.3. Final Inspection

20.3.1. Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify

Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3. Final Inspection Requirements

20.3.3.1. Before calling for final inspection, Contractor shall determine that the following have been performed:

- 20.3.3.1.1.** The Work has been completed.
- 20.3.3.1.2.** All life safety items are completed and in working order.
- 20.3.3.1.3.** Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.
- 20.3.3.1.4.** Electrical circuits scheduled in panels and disconnect switches labeled.
- 20.3.3.1.5.** Painting and special finishes complete.
- 20.3.3.1.6.** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.
- 20.3.3.1.7.** Tops and bottoms of doors sealed.
- 20.3.3.1.8.** Floors waxed and polished as specified.
- 20.3.3.1.9.** Broken glass replaced and glass cleaned.
- 20.3.3.1.10.** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
- 20.3.3.1.11.** Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.
- 20.3.3.1.12.** Finished and decorative work shall have marks, dirt, and superfluous labels removed.
- 20.3.3.1.13.** Final cleanup, as provided herein.

20.4. Costs of Multiple Inspections

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

20.5. Partial Occupancy or Use Prior to Completion

20.5.1. District's Rights to Occupancy

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

20.5.2. Inspection Prior to Occupancy or Use

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

20.5.3. No Waiver

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

21. FINAL PAYMENT AND RETENTION

21.1. Final Payment

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

21.2. Prerequisites for Final Payment The following conditions must be fulfilled prior to Final Payment:

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

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

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

21.2.4. A duly completed and executed Document 00880, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

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

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

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

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

21.2.9. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

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

21.3. Retention

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

21.3.1.1. After approval of the District by the Architect's Certificate of Payment,

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

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

21.3.2. No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any

Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

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

22. UNCOVERING OF WORK

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

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1. Nonconforming Work

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

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

23.2. Correction of Work

23.2.1. Correction of Rejected Work

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

23.2.2. One-Year Warranty Corrections

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

23.3. District's Right to Perform Work

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

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

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

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

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

24. TERMINATION AND SUSPENSION

24.1. District's Right to Terminate Contractor for Cause

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

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

24.1.1.2. Contractor fails to complete said Work within the time specified or any extension thereof, or

24.1.1.3. Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.1.1.4. Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

24.1.1.5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

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

24.1.1.7. Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.8. Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.1.1.9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.1.1.10. Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.1.2. Notification of Termination

24.1.2.1. Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2. Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1. Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2. Commences performance of this Contract within (three (3) days from date of serving of its notice to District.

24.1.2.3. Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.1.2.4. If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.1.3. Effect of Termination

24.1.3.1. Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. 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 the District by reason of the Contractor's failure to complete the Contract.

24.1.3.2. In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.1.3.3. In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.1.3.4. If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.1.3.5. 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 it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.1.3.6. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.1.4. Emergency Termination of Public Contracts Act of 1949

24.1.4.1. This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.1.4.1.1. Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.1.4.1.2. Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.1.4.2. Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole

discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.2. Termination of Contractor for Convenience

24.2.1. District in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the District except:

24.2.1.1. The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

24.2.1.2. Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

24.3. Suspension of Work

24.3.1. District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.3.1.1. An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.3.1.1.1. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.3.1.1.2. That an equitable adjustment is made or denied under another provision of the Contract; or

24.3.1.1.3. That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.3.1.2. Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS AND DISPUTES

25.1. Performance During Dispute or Claim Process

Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.2. Definition of Dispute

25.2.1. The term "Dispute" means a separate demand by the Contractor for:

25.2.1.1. A time extension;

25.2.1.2. 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

25.2.1.3. An amount of payment disputed by the District.

25.3. Dispute Presentation

25.3.1. 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 ten (10) days after the event giving rise to the Dispute, give notice of the Dispute in writing and submit to the District a written statement of the damage sustained or time requested. On or before twenty (20) days after Contractor's written Notice of Dispute, Contractor shall file with the District an itemized statement of the details and amounts of its Dispute for any increase in the Contract Price or Contract Time. Otherwise, Contractor shall have waived and relinquished its dispute against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated. Contractor shall not be entitled to consideration for payment or time on account.

25.3.2. The Notice of Dispute shall identify:

25.3.2.1. The issues, events, conditions, circumstances and/or causes giving rise to the dispute;

25.3.2.2. The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments; and

25.3.2.3. The line-item costs for labor, material, and/or equipment, if applicable.

25.3.3. The Notice of Dispute shall include the following certification by the Contractor:

25.3.3.1. The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested

accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.3.3.2. 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. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.3.4. If a Dispute, or any portion thereof, remains unresolved upon satisfaction of all applicable Dispute Resolution requirements, the Contractor shall comply with all claim resolution requirements as provided in Public Contract Code section 20104.

25.3.5. Contractor shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

25.4. Dispute Resolution

25.4.1. Contractor shall file with the District the Notice of Dispute, including the documents necessary to substantiate it, on or before the day of submitting the application for final payment.

25.4.2. District shall respond in writing within forty-five (45) days of receipt of the Dispute or may request in writing within thirty (30) days of receipt of the Dispute any additional documentation supporting the Dispute or relating to defenses or claims District may have against the Contractor.

25.4.2.1. If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.4.2.2. District's written response to the documented Dispute shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.4.3. If Contractor disputes the District's written response, Contractor may file a claim pursuant to the Claim Resolution requirements provided herein.

25.5. Definition of Claim

25.5.1. The term "Claim" means a dispute that remains unresolved at the conclusion of the Dispute Resolution requirements as provided herein.

25.6. Claim Presentations

25.6.1. Contractor must timely submit the Notice of Claim and all documents necessary to substantiate any Claim. Otherwise, Contractor shall have waived and relinquished its Claim against the District and Contractor's Claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter. No Claim shall be presented prior to Project completion. Any statute that might

otherwise govern the presentation of an unresolved Dispute, including but not limited to Government Code section 900 et seq. and Public Contract Code section 20104 et seq. shall be tolled for all purposes during the course of construction on the Project.

25.6.1.1. All Claims shall include the following certification by the Contractor:

25.6.1.1.1. The undersigned Contractor certifies under penalty of perjury that the attached claim 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 claim on behalf of the Contractor.

25.6.1.1.2. Furthermore, Contractor understands that the value of the attached claim 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. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.6.2. The attention of the Contractor is drawn to Government Code section 12650, et seq. regarding penalties for false claims.

25.6.3. If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Dispute and 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. For purposes of those provisions, the running of the time within which a Dispute or Claim must be presented to the District shall be tolled from the time the Contractor submits its written Dispute or Claim until the time the Dispute or Claim is denied, including any time utilized by any applicable meet and confer process.

25.6.4. The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against claims by Subcontractors.

25.7. Claim Resolution

25.7.1. 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, after the conclusion of the Dispute Resolution requirements, attempt to resolve the Claim by those procedures set forth herein.

25.7.2. Claims of \$375,000 or Less

25.7.2.1. For all Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District, the procedure set forth in Public Contract Code section 20104 et seq. shall apply:

25.7.2.1.1. Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.7.2.1.2. For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.

25.7.2.1.2.1. If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.7.2.1.2.2. District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.7.2.1.3. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.7.2.1.3.1. If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.7.2.1.3.2. The District's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.7.2.2. If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.7.2.3. Following the meet and confer conference, if the claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.7.2.4. For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.7.2.5. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.7.2.6. 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 at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.7.3. Claims Over \$375,000

25.7.3.1. For all Claims of over three hundred seventy-five thousand dollars (\$375,000) which arise between a Contractor and the District, the following procedure shall apply:

25.7.3.1.1. The parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. The Claim shall be identified in writing to the District within thirty (30) days from the date of Contractor's application for final payment of all Contract balances not in dispute and shall be mediated within one hundred and twenty (120) days from the submission of the Claim to the District. For purposes of filing a Claim to mediation, the running of the time within which mediation must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied. Mediator fees and administrative costs of the mediation shall be shared equally by the parties.

25.7.3.1.2. District may assert any counter-claims it has for damages against Contractor, including, but not limited to, defective Work, delay damages, and liquidated damages.

25.7.4. Contractor shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

25.8. Dispute and Claim Resolution Non-Applicability

25.8.1. The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.8.1.1. Personal injury, wrongful death or property damage claims;

25.8.1.2. Latent defect or breach of warranty or guarantee to repair;

25.8.1.3. Stop payment notices;

25.8.1.4. District's rights set forth in the Article on Suspension and Termination;

25.8.1.5. Disputes arising out of State labor compliance, if applicable; or

25.8.1.6. 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 Dispute and Claim Resolution requirements provided in this Article.

25.9. Contractor's costs incurred in seeking relief under this Article are not recoverable from the District.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1. Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2. Wage Rates, Travel, and Subsistence

26.2.1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2. Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by

the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3. Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4. If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5. Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6. Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8. Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3. Hours of Work

26.3.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3. Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4. Payroll Records

26.4.1. Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") using the Public Works Payroll Reporting Form, including certification (DIR [Form A-1-131](#) or current version), and Statement of Employer Payments (DIR Form PW 26) through the eCPR application using PDF to the DIR at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1. The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1. Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

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

26.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2. CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4. Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

26.5. [RESERVED]

26.6. Apprentices

26.6.1. Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7. If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2. Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9. Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code

of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

26.7. Non-Discrimination

26.7.1. Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2. Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8. Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (8 Cal. Code of Regs., §1 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1. Assignment of Antitrust Actions

28.1.1. Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2. Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3. Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4. Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5. Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2. Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3. Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4. Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5. Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

SPECIAL CONDITIONS

1. Schedule

1.1. All construction activities must be completed by May 25, 2017. By executing the Agreement, the Contractor agrees that the Contract Time is a reasonable duration to complete all construction activities under this contract. Should the Contractor, or any of its subcontractors, feel it necessary to perform the Work on weekends or Holidays in order to maintain the schedule, any additional costs for equipment and to compensate employees the difference in hourly wages will not be the responsibility of the District.

2. Softball Activities

2.1. By submitting its bid, Contractor affirms that Work will be performed during an active softball season. Contractor agrees to cooperate to minimize any disruption to softball activities that will remain on schedule, including, but not limited to the requirements herein:

2.1.1. Contractor agrees that work onsite will be limited during softball game days. Scheduled game days are as follows, and times work must cease are noted (number of days will remain the same, dates are subject to potential change):

- 2/7/2017 (must stop work at 11:00am)
- 2/14/2017 (must stop work at 11:00am)
- 2/18/2017 (cannot work this day)
- 2/23/2017 (must stop work at 11:00am)
- 3/2/2017 (must stop work at 10:00am)
- 3/14/2017 (must stop work at 10:00am)
- 3/28/2017 (must stop work at 10:00am)
- 4/11/2017 (must stop work at 10:00am)
- 4/18/2017 (must stop work at 10:00am)
- 4/25/2017 (must stop work at 10:00am)
- 5/6/2017 (cannot work this day)
- 5/7/2017 (cannot work this day)
- 5/12/2017 (cannot work this day)
- 5/13/2017 (cannot work this day)
- 5/14/2017 (cannot work this day)

2.1.2. Contractor shall maintain District access to the softball field from the storage facility, as shown in the contract documents.

3. Substitution for Specified Items

3.1. Basis of Design for bleachers shown in the Contract Documents was developed by Southern Bleacher Company, Inc. In order to help achieve a project completion date of June 1, 2017, a submittal package for the bleacher design included in the Contract Documents, has been submitted to the Division of State Architect (DSA) and is currently under review for plan approval. Any requests for bleacher manufacturer substitution made by the Contractor, must follow the requirements outlined herein, and will

specifically need to demonstrate ability to meet the project completion date of May 25, 2017. If a substitution is granted by the District, Contractor will be required to develop a separate submittal package and will be responsible for all fees and coordination with Division of State Architect for submittal review and approval.

3.2. A request for a substitution shall be submitted as follows:

3.2.1. 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. Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

3.2.1.1. 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;

3.2.1.2. Available maintenance, repair or replacement services;

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

3.2.1.4. 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

3.2.1.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute. Bidder must clearly demonstrate ability to meet project completion by May 25, 2017, including submission, review and approval by Division of State Architect (DSA), all site work improvements and bleacher fabrication deliver/install. No extension in contract completion date will be allowed due to DSA's duration for plan review and approval.

3.3. 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:

3.3.1. 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;

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

3.3.3. 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;

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

3.3.5. 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.

3.4. 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.

3.5. 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.

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

4. As-Builts and Record Drawings

4.1. When called for by Division 1, Contractor shall submit As Built Drawings pursuant to the Contract Documents. Contractor shall submit one hard copy full size set and one electronic copy on CD in the form of computer-aided design and drafting ("CADD") files.

5. Demolition, Trenching and Patching Across Roadways and Walkways

5.1. If demolition, trenching and replacement are required at roads, streets, walks and walkways, Contractor shall create and maintain temporary alternate access and/or path of travel for vehicles and pedestrians. Temporary access shall comply with all laws and regulations, including Americans with Disabilities Act (ADA). If safe alternate access and/or path of travel cannot be provided, as deemed by the District, it is understood by Contractor that work will need to be performed off-hours, at no additional cost to the District.

6. Cultivated and Landscaped Areas

6.1. Contractor shall make all efforts to protect existing cultivated and landscaped areas. Contractor shall be responsible for repairing and/or replacing landscaped areas that are damaged during the course of their work, including, but not limited to, grass,

sod and/or turf. Contractor shall restore these areas to its original condition prior to construction, or to the District's satisfaction.

7. Program Manager

7.1. The District will use a Program Manager on the Project that is the subject of this Contract. Jason Yi, Kitchell CEM, jason.yi@solano.edu, (707) 864-7189.

END OF DOCUMENT

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS**

1. Summary

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

2. Notice of Hazardous Waste or Materials Conditions

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

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

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

3. Additional Warranties and Representations

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

4. Monitoring and Testing

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

a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

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

5. Compliance with Laws

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

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is

not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

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

7. Permits

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

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

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

8. Indemnification

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

9. Termination

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

END OF DOCUMENT

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SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

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

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract may consist of the following:

Replacement of existing non-compliant bleachers and press box for the existing softball field. Scope includes demolition of existing bleachers and press box, selective demolition of existing site, site improvements and installation of new bleacher and press box.

1.03 CONTRACTS

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

1.04 WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:
 - (1) None
- B. Work on the Project that will be performed by others concurrent with the Work of this Contract:
 - (1) None

1.05 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS:

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
 - (1) Contract Drawings.
 - (2) Specifications.
 - (3) Addenda.
 - (4) Change Orders and other modifications to the Contract.
 - (5) Reviewed shop drawings, product data, and samples.
 - (6) Field test records.
 - (7) Inspection certificates.
 - (8) Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
 - (1) Manufacturer's name and product model and number.
 - (2) Product substitutions or alternates utilized.
 - (3) Changes made by Addenda and Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

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

1.08 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction security fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall engage private utility locator to verify and locate any existing utilities within area of scope of work prior to commencement of demolition work. Contractor shall notify the District and Architect immediately for any potential conflict with proposed work for fixture location. Should damage occur to these existing installations, all costs of repair as a result of the Contractor's negligence, including failure to locate existing utilities within an area of work, shall be at the Contractor's expense and made to the District's satisfaction.
- C. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and

utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

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

1.11 STRUCTURAL INTEGRITY

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

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ALTERNATES AND UNIT PRICING

PART 1 – ALTERNATES

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

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

1.02 DESCRIPTION

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

1.03 GENERAL

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

1.04 BASE BID

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

1.05 ALTERNATES

- A. **Add Alternate – Selective demolition and site improvements required for the relocation of storm drain system, should the existing be in conflict with proposed bleacher foundation locations, as shown on Civil Sheets C1 and C2 (see C2 Note 8) and Bleacher Drawings.**

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

END OF DOCUMENT

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PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT:

- A. Basis of Design for bleachers shown in the Contract Documents were developed by Southern Bleacher Company, Inc. In order to help achieve a project completion date of June 1, 2017, a submittal package for the bleacher design included in the Contract Documents, has been submitted to the Division of State Architect (DSA) and is currently under review for approval. Any requests for bleacher manufacturer substitution made by the Contractor, must follow the requirements outlined in section 00 73 13 Special Conditions, and will specifically need to demonstrate ability to meet the project completion date of June 1, 2017. If a substitution request is granted by the District, Contractor will be required to develop a separate submittal package and will be responsible for all fees and coordination with Division of State Architect for submittal review and approval.
- B. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- C. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- D. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions.

- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 26 00

CHANGES IN THE WORK

**CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE
GENERAL CONDITIONS RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES**

END OF DOCUMENT

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DOCUMENT 01 29 00

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS**

**CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL
CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.**

SOLANO COMMUNITY COLLEGE DISTRICT

SOFTBALL BLEACHER REPLACEMENT PROJECT

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
DOCUMENT 00 29 00-1**

**CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT**
(Civil Code Section 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT**
(Civil Code Section 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$_____.

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT**
(Civil Code Section 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: \$ _____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT**
(Civil Code Section 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: \$_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SOLANO COMMUNITY COLLEGE DISTRICT

SOFTBALL BLEACHER REPLACEMENT PROJECT

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
DOCUMENT 00 29 00-6**

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

1.02 SECTION INCLUDES:

- A. Definitions:
 - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
 - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
 - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.
- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:

- (1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.
- (2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
- (3) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
- (4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
- (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
- (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
- (7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Also certify that Contractor-furnished equipment can be installed in allocated space.
- (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
- (9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with the its proposed construction schedule and submit both

to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.

- (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revised and resubmit", etc.
- (3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule..

1.03 SHOP DRAWINGS:

- A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. Shop Drawing reviewed by District and/or Architect is not to be construed as approving departures from Contract Documents.
- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work

contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

I. Submitted drawings and details must bear stamp of approval of Contractor:

- (1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
- (2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.

K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

L. Shop Drawings must clearly delineate the following information:

- (1) Project name and address.
- (2) Architect's name and project number.
- (3) Shop Drawing title, number, date, and scale.
- (4) Names of Contractor, Subcontractor(s) and fabricator.
- (5) Working and erection dimensions.
- (6) Arrangements and sectional views.
- (7) Necessary details, including complete information for making connections with other Work.
- (8) Kinds of materials and finishes.
- (9) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.

- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
 - (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 - (2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

1.05 SAMPLES:

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

- (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - (2) Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
- D. Samples to be shipped prepaid or hand-delivered to the District.
- E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
- F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
- G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
- H. After a material has been approved, no change in brand or make will be permitted.
- I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
- J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
- K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:
 - (1) Size: As Specified.
 - (2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within seven (7) days after receipt or within seven (7) days after receipt of all related information necessary for such review, whichever is later.

- B. One (1) copy of product or materials data will be returned to Contractor with the review status.
- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within five (5) days after receipt thereof or within five (5) days after receipt of all related information necessary for such review.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

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SITE STANDARDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

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

1.02 REQUIREMENTS OF THE DISTRICT:

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

- (1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- (2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios (e.g., Nextel phones or radios).
- (3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

- (1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
- (2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
- (3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
- (4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

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

1.02 DESCRIPTION:

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

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
- B. This Project shall be governed by applicable regulations, including, without limitation, the State of California 's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:
 - (1) Test and testing laboratory per Section 4-335 (District shall pay for the testing laboratory.)
 - (2) Special inspections per Section 4-333(c).
 - (3) Verified reports per Section 4-365 & 4-343(c).
 - (4) Duties of the Architect & Engineers shall be per Section 4-333(a) and 4-341.

- (5) Duties of the Contractor shall be per Section 4-343.
- (6) Addenda and Change Orders per Section 4-338.

Contractor shall keep and make available a copy of Part 1 and 2 of the most current version of Title 24 at the Site during construction.

- C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.
 - (1) Building Standards Administrative Code, Part 1, Title 24, CCR
 - (2) California Building Code (CBC), Part 2, Title 24, CCR; (Uniform Building code volumes 1-3 and California Amendments).
 - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
 - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
 - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).
 - (6) California Fire Code (CFC), Part 9, Title 24, CCR; (Fire Plumbing Code and California Amendments).
 - (7) California Referenced Standards Code, Part 12, Title 24, CCR.
 - (8) State Fire Marshal Regulations, Public Safety, Title 19, CCR.
 - (9) Partial List of Applicable NFPA Standards:
 - (a) NFPA 13 - Automatic Sprinkler System.
 - (b) NFPA 14 - Standpipes Systems.
 - (c) NFPA 17A - Wet Chemical System
 - (d) NFPA 24 - Private Fire Mains.
 - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
 - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
 - (g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
 - (10) California Division of the State Architect interpretation of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

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ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

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

1.02 DOCUMENT INCLUDES:

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

1.	AA	Aluminum Association
2.	AAMA	Architectural Aluminum Manufacturers Association
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	ABPA	Acoustical and Board Products Association
5.	ACI	American Concrete Institute
6.	AGA	American Gas Association
7.	AGC	Associated General Contractors
8.	AHC	Architectural Hardware Consultant
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AIEE	American Institute of Electrical Engineers
12.	AISC	American Institute of Steel Construction
13.	AISI	American Iron and Steel Institute
14.	AMCA	Air Moving and Conditioning Association
15.	ANSI	American National Standards Institute
16.	APA	American Plywood Association
17.	ARI	Air Conditioning and Refrigeration Institute
18.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
19.	ASME	American Society of Mechanical Engineers
20.	ASSE	American Society of Structural Engineers
21.	ASTM	American Society of Testing and Materials
22.	AWPB	American Wood Preservers Bureau
23.	AWPI	American Wood preservers Institute
24.	AWS	American Welding Society
25.	AWSC	American Welding Society Code
26.	AWI	Architectural Woodwork Institute
27.	AWWA	American Water Works Association

28.	BIA	Brick Institute of America
29.	CCR	California Code of Regulations
30.	CLFMI	Chain Link Fence Manufacturers Institute
31.	CMG	California Masonry Guild
32.	CRA	California Redwood Association
33.	CRSI	Concrete Reinforcing Steel Institute
34.	CS	Commercial Standards
35.	CSI	Construction Specifications Institute
36.	CTI	Cooling Tower Institute
37.	FGMA	Flat Glass Manufacturer's Association
38.	FIA	Factory Insurance Association
39.	FM	Factory Mutual
40.	FS	Federal Specification
41.	FTI	Facing Title Institute
42.	GA	Gypsum Association
43.	ICC	International Code Council
44.	IEEE	Institute of Electrical and Electronic Engineers
45.	IES	Illumination Engineering Society
46.	LIA	Lead Industries Association
47.	MIA	Marble Institute of America
48.	MLMA	Metal Lath Manufacturers Association
49.	MS	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NBHA	National Builders Hardware Association
52.	NBFU	National Board of Fire Underwriters
53.	NBS	National Bureau of Standards
54.	NCMA	National Concrete Masonry Association
55.	NEC	National Electrical Code
56.	NEMA	National Electrical Manufacturers Association
57.	NFPA	National Fire Protection Association/National Forest Products Association
58.	NMWIA	National Mineral Wool Insulation Association
59.	NTMA	National Terrazzo and Mosaic Association
60.	NWMA	National Woodwork Manufacturer's Association
61.	ORS	Office of Regulatory Services (California)
62.	OSHA	Occupational Safety and Health Act
63.	PCI	Precast Concrete Institute
64.	PCA	Portland Cement Association
65.	PDCA	Painting and Decorating Contractors of America
66.	PDI	Plumbing Drainage Institute
67.	PEI	Porcelain Enamel Institute
68.	PG&E	Pacific Gas & Electric Company
69.	PS	Product Standards
70.	SDI	Steel Door Institute; Steel Deck Institute
71.	SJI	Steel Joist Institute
72.	SSPC	Steel Structures Painting Council
73.	TCA	Tile Council of America
74.	TPI	Truss Plate Institute
75.	UBC	Uniform Building Code
76.	UL	Underwriters Laboratories Code
77.	UMC	Uniform Mechanical Code

78.	USDA	United States Department of Agriculture
79.	VI	Vermiculite Institute
80.	WCLA	West Coast Lumberman's Association
81	WCLB	West Coast Lumber Bureau
82.	WEUSER	Western Electric Utilities Service Engineering Requirements
83.	WIC	Woodwork Institute of California
84.	WPOA	Western Plumbing Officials Association

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

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DEFINITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISION

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

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

1.02 QUALITY ASSURANCE:

- A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.
- B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.
- C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.
- D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and./or the Architect before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.
- G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT

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REFERENCES**PART 1 - GENERAL****1.01 SCHEDULE OF REFERENCES:**

The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	Aluminum Association 1525 Wilson Blvd., Suite 600 Arlington, VA 22209 www.aluminum.org	703/358-2960
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005 www.aabchq.com	202/737-0202
AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 550 Schaumburg, IL 60173-4268 www.aamanet.org	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 N Capitol St. NW - Suite 249 Washington, DC 20001 www.transportation.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709 2215 www.aatcc.org	919/549-8141
ACA	American Coatings Association 1500 Rhode Island Ave., NW Washington DC, 20005 www.paint.org	202/462-6272
ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331-3439 www.aci-int.org	248/848-3700
ACPA	American Concrete Pipe Association 8445 Freeport Parkway, Suite 350 Irving, TX 75063-2595 www.concrete-pipe.org	972/506-7216

ADC	Air Diffusion Council 1901 N. Roselle Road, Suite 800 Schaumburg, Illinois 60195 www.flexibleduct.org	847/706-6750
AF&PA	American Forest and Paper Association 1111 Nineteenth Street, NW, Suite 800 Washington, DC 20036 www.afandpa.org	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW Washington, DC 20001 www.aga.org	202/824-7000
AGC	Associate General Contractors of America 2300 Wilson Blvd., Suite 400 Arlington, VA 22201 www.agc.org	703/548-3118
AHA	American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067 domensino.com/AHA/default.htm	847/934-8800
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org	859/288-4960
AIA	The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org	202/626-7300
AISC	American Institute of Steel Construction One East Wacker Drive Suite 700 Chicago, IL 60601-1802 www.aisc.org	312.670.2400
AIA	American Insurance Association (formerly the National Board of Fire Underwriters) 2101 L Street, NW, Suite 400 Washington, DC 20037 www.aiadc.org	202/828-7100
AISI	American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001 www.steel.org	202/452.7100
AITC	American Institute of Timber Construction 7012 S. Revere Parkway Suite 140 Centennial, CO 80112 www.aitc-glulam.org	303/792.9559

ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 www.assoc-labs.com	214/565-0593
ALSC	American Lumber Standards Committee, Inc. P.O. Box 210 Germantown, MD 20875 www.alsc.org	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004 www.amca.org	847/394-0150
ANLA	American Nursery & Landscape Association 1200 G Street NW, Suite 800 Washington, DC 20005 www.anla.org	202/789-2900
ANSI	American National Standards Institute 1899 L Street, NW, 11th Floor Washington, DC, 20036 www.ansi.org	202/293.8020
APA	APA-The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466-5333 www.apawood.org	253/565-6600
APA	Architectural Precast Association 6710 Winkler Road, Suite 8 Fort Myers, Florida 33919 www.archprecast.org	239/454-6989
ARI	Air Conditioning and Refrigeration Institute 4100 N. Fairfax Drive, Suite 200 Arlington, VA 22203 www.lightindustries.com/ARI	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association Public Information Department 750 National Press Building 529 14th Street, NW Washington, DC 20045 www.asphaltroofing.org	202/591-2450
ASA	The Acoustical Society of America ASA Office Manager Suite 1NO1 2 Huntington Quadrangle Melville, NY 11747-4502 http://asa.aip.org	516/576-2360

ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 www.asce.org	800/548-2723 703/295-6300
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org	202/898-2444
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990 www.asme.org	800/434-2763
ASPE	American Society of Plumbing Engineers 2980 S River Rd. Des Plaines, IL 60018 http://aspe.org	847/296-0002
ASQ	American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 http://asq.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 901 Canterbury, Suite A Westlake, Ohio 44145 www.asse-plumbing.org	440/835-3040
ASTM	ASTM International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org	703/538-1600
AWPA	American Wood Protection Association P.O. Box 361784 Birmingham, AL 35236-1784 www.awpa.com	205/733-4077

AWPI	American Wood Preservers Institute 2750 Prosperity Ave. Suite 550 Fairfax, VA 22031-4312 www.arcat.com	800/356-AWPI 703/204-0500
AWS	American Welding Society 8669 Doral Boulevard, Suite 130 Doral, Florida 33166 www.aws.org	800/443-9353 305/443-9353
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 www.awinet.org	571/323-3636
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794 7711
BHMA	Builders Hardware Manufacturers Association 355 Lexington Avenue, 15th floor New York, NY 10017 www.buildershardware.com	212/297-2122
BIA	The Brick Industry Association 1850 Centennial Park Drive, Suite 301 Reston, VA 20191 www.gobrick.com	703/620-0010
CGA	Compressed Gas Association 14501 George Carter Way, Suite 103 Chantilly VA 20151-2923 www.cganet.com	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 1064 Delaware Avenue SE Atlanta, GA 30316 www.cispi.org	404/622-0073
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 www.associationsites.com/main- pub.cfm?usr=clfma	410/290-6267
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 www.compositepanel.org	703/724-1128

CPSC	Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814 www.cpsc.gov	301/504-7923 800/638-2772
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949 www.calredwood.org	415/382-0662
CRI	Carpet and Rug Institute P.O. Box 2048 Dalton, Georgia 30722-2048 www.carpet-rug.org	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 4758 www.crsi.org	847/517-1200
CSI	The Construction Specifications Institute 110 South Union Street, Suite 100 Alexandria VA 22314 www.csinet.org	800/689-2900
CTIOA	Ceramic Tile Institute of America 12061 Jefferson Blvd. Culver City, CA 90230-6219 www.ctioa.org	310/574-7800
DHI	Door and Hardware Institute (formerly National Builders Hardware Association) 14150 Newbrook Dr. Chantilly, VA 20151 www.dhi.org	703/222-2010
DIPRA	Ductile Iron Pipe Research Association 2000 2nd Avenue, South Suite 429 Birmingham, AL 35233 www.dipra.org	205/402-8700
DOC	U.S. Department of Commerce 1401 Constitution Ave., NW Washington, D.C. 20230 www.commerce.gov	202/482-2000
DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 www.dot.gov	855/368-4200
EJMA	Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 www.ejma.org	914/332-0040

EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 www.epa.gov	202/272-0167
FCICA	Floor Covering Installation Contractors Association 7439 Millwood Drive West Bloomfield, MI 48322 www.fcica.com	248/661-5015 877/TO-FCICA
FM Global	Factory Mutual Insurance Company Mary Breighner Global Practice Leader Education, Public Entities, Health Care FM Global 9 Woodcrest Court Cincinnati, OH 45246 www.fmglobal.com	513/742-9516
FS	General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 www.gsa.gov	202/619-8925
GA	The Gypsum Association 6525 Belcrest Road, Suite 480 Hyattsville, MD 20782 www.gypsum.org	301/277-8686
GANA	Glass Association of North America 800 SW Jackson St., Suite 1500 Topeka, KS 66612-1200 www.glasswebsite.com	785/271-0208
HMA	Hardwood Manufacturers Association 665 Rodi Road, Suite 305 Pittsburgh, PA 15235 http://hmamembers.org	412/244-0440
HPVA	Hardwood Plywood & Veneer Association 1825 Michael Faraday Drive Reston, Virginia 20190 www.hpva.org	703/435-2900

IAPMO	International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 www.iapmo.org	909/472-4100
ICC	International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 www.iccsafe.org	888/422-7233
IEEE	Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 www.ies.org	212/248-5000
ITRK	Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 www.intertek.com	607/753-6711
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850 www.mcaa.org	301/869-5800
MIA	Marble Institute of America 28901 Clemens Rd, Ste 100 Cleveland, OH 44145 www.marble-institute.com	440/250-9222
MMPA (formerly WMMPA)	Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 www.wmmpa.com	530/661-9591 800/550-7889
MSS	Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602 http://mss-hq.org	703/281-6613
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org	630/942-6591

NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 www.naima.org	703/684-0084
NAPA	National Asphalt Pavement Association 5100 Forbes Blvd. Lanham, MD USA 20706-4407 www.asphaltpavement.org	888/468-6499 301/731-4748
NCSPA	National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 LB9 Dallas, TX 75244 www.ncspa.org	972/850-1907
NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 www.ncma.org	703/713-1900
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 www.nebb.org	301/977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814 www.necanet.org	301/657-3110
	National Electrical Manufacturers Association 1300 North 17th Street, Suite 1752 Rosslyn, Virginia 22209 www.nema.org	703/841-3200
NEII	National Elevator Industry, Inc. 1677 County Route 64 P.O. Box 838 Salem, New York 12865-0838 www.neii.org	518/854-3100
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, Massachusetts USA 02169-7471 www.nfpa.org	617/770-3000
NHLA	National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 www.nhla.com	901/377-1818

NIA	National Insulation Association 12100 Sunset Hills Road, Suite 330 Reston, VA 20190 www.insulation.org	703/464-6422
NRCA	National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.nrca.net	847/299-9070
NSF	NSF International P.O. Box 130140 789 N. Dixboro Road Ann Arbor, MI 48113-0140, USA www.nsf.org	800/673-6275 734/769-8010
NTMA	National Terrazzo and Mosaic Association PO Box 2605 Fredericksburg, TX 78624 www.ntma.com	800/323-9736
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Washington, D.C. 20210 www.osha.gov	800/321-OSHA (6742)
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 or 500 New Jersey Ave., N.W. 7 th Floor Washington, D.C. 20001 www.cement.org	847/966-6200 202/408-9494
PCI	Precast/Prestressed Concrete Institute 200 W. Adams St. #2100 Chicago, IL 60606 www.pci.org	312/786-0300
PDCA	Painting and Decorating Contractors of America 2316 Millpark Drive, Ste 220 Maryland Heights, MO 63043 www.pdca.com	800/332-PDCA (7322) 314/514-7322
PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 http://pdionline.org	978/557-0720 800/589-8956
PEI	Porcelain Enamel Institute, Inc. P.O. Box 920220 Norcross, GA 30010 www.porcelainenamel.com	770/676-9366

PG&E	Pacific Gas & Electric Company www.pge.com	800/743-5000
PLANET	Professional Landcare Network 950 Herndon Parkway, Suite 450 Herndon, Virginia 20170 www.landcarenetwork.org	703/736-9666 800/395-2522 703/736-9668
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange GA 30240 www.rfci.com	706/882-3833
RIS	Redwood Inspection Service 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523 www.redwoodinspection.com	925/935-1499
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60021 www.sdi.org	847/458-4647
SDI	Steel Door Institute 30200 Detroit Road Westlake, Ohio 44145 www.steeldoor.org	440/899-0010
SJI	Steel Joist Institute 234 W. Cheves Street Florence, SC 29501 http://steeljoist.org	843/407-4091
SMA	Stucco Manufacturers Association 500 East Yale Loop Irvine, CA 92614 www.stuccomfgassoc.com	949/387.7611
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, Virginia 20151-1219 www.smacna.org	703/803-2980
SPI	SPI: The Plastics Industry Trade Association, Inc. 1667 K St., NW, Suite 1000 Washington, DC 20006 www.plasticsindustry.org	202/974-5200
SSPC	Society for Protective Coatings (formerly the Steel Structures Painting Council) 40 24th St 6th Fl Pittsburgh, PA 15222 www.sspc.org	412/281-2331 877/281-7772

TCA	The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com	864/646-8453
TPI	Truss Plate Institute 218 North Lee Street, Suite 312 Alexandria, VA 22314 www.tpinst.org	703/683-1010
TPI	Turfgrass Producers International 2 East Main Street East Dundee, IL 60118 www.turfgrassod.org	800/405-8873 847/649-5555
TCIA	Tree Care Industry Association (formerly the National Arborist Association) 136 Harvey Road, Suite 101 Londonderry, NH 03053 www.tcia.org	800/733-2622
TVI	The Vermiculite Institute c/o The Schundler Company 150 Whitman Avenue Edison, NJ. 08817 www.vermiculiteinstitute.org	732/287-2244
UL	Underwriters Laboratories Inc. 333 Pfingsten Road Northbrook, IL 60062-2096 www.ul.com	847/272-8800 877/854-3577
UNI	Uni-Bell PVC Pipe Association 2711 LBJ Freeway, Suite 1000 Dallas, TX 75234 www.uni-bell.org	972/243-3902
USDA	U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 www.usda.gov	202/720-2791
WA	Wallcoverings Association 401 North Michigan Avenue Suite 2200 Chicago, IL 60611 www.wallcoverings.org	312/321-5166

WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281 or 6980 S.W. Varns Tigard, OR 97223 www.wclib.org	503/639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, New York 10017 www.wcmanet.org	212/297-2122
WDMA	Window & Door Manufacturers Association 401 N. Michigan Avenue, Suite 2200 Chicago, IL 60611 or 2025 M Street, NW, Ste. 800 Washington, D.C. 20036-3309 www.wdma.com	312/321-6802 202/367-1157
WI	Woodwork Institute P.O. Box 980247 West Sacramento, CA 95798 www.wicnet.org	916/372-9943
WRI	Wire Reinforcement Institute 942 Main Street Hartford, CT 06103 www.wirereinforcementinstitute.org	860/240-9545
WWCA	Western Wall & Ceiling Contractors Association 1910 N. Lime St. Orange, California 92865 www.wwcca.org	714/221-5520
WWPA	Western Wood Products Association 522 SW Fifth Ave., Suite 500 Portland, OR 97204-2122 www2.wwpa.org	503/224-3930

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

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MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT

- A. Only items approved by the District and/or Architect shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

- A. The District and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

- D. Materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

1.02 RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

- A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - (1) The Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections.. The Contractor shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - (2) The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.
 - (3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.05 TESTS AND INSPECTIONS:

- A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:
 - (1) Tests and observations for earthwork and paving.
 - (2) Tests for concrete mix designs, including tests of trial batches.
 - (3) Tests and inspections for structural steel work.
 - (4) Field tests for framing lumber moisture content.
 - (5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
 - (6) Test and observation of welding and expansion anchors.

- D. The District may at its discretion, pay and back charge the Contractor for:
- (1) Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
 - (2) Uncovering of work in accordance with Contract Documents.
 - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
 - (4) Testing done off Site.
- E. Testing and inspection reports and certifications:
- (1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - a. The District;
 - b. The Construction Manager, if any;
 - c. The Architect;
 - d. The Consulting Engineer, if any;
 - e. Other engineers on the Project, as appropriate;
 - f. The Project Inspector; and
 - g. The Contractor.
 - (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 - PRODUCTS

2.01 TYPE OF TEST AND INSPECTIONS:

- A. Conformance with General Documents and all applicable Codes and Standards.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

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TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions;
- B. Special Conditions;
- C. Site Standards.

1.02 TEMPORARY UTILITIES:

- A. Electric Power and Lighting
 - (1) To the extent power is available in the building(s) or on the Site, Contractor may use the District's existing utilities. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
 - (2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
 - (3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
 - (4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.
- B. Heat and Ventilation
 - (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water

- (1) Contractor will pay for water during the course of the Work. To the extent water is then available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s) or on the Site to point of intended use.
- (2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities

- (1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service

- (1) Contractor shall arrange with local telephone service company for telephone service for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.
- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

- (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for

use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

- (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

- (1) Contractor shall provide trash removal on a timely basis, or as requested by the District.
- (2) Contractor shall be responsible for supplying of dumpsters. Dumpsters shall be located with approval by District.

H. Temporary Facilities:

- (1) Restroom facilities with required hand washing stations.

1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

- (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
- (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

- B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.

1.04 BARRIERS AND ENCLOSURES:

- A. Contractor shall maintain temporary fencing layout to allow access to the softball field from storage facility, as shown in the contract documents, and also understands layout may need to be revised.
- B. Contractor shall obtain the District's written permission for locations of temporary barriers and enclosures. Type of temporary fencing shall be 8'x10' chain link panels.
- C. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

- D. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- E. Tree and Plant Protection:
- (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
 - (2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.
 - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
 - (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.
 - (5) Excavation Around Trees:
 - (a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
 - (b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.
 - (c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent

to location of new construction, roots shall be cut approximately 6 inches back from new construction.

- (d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
- (e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
- (f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY:

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

1.06 TEMPORARY CONTROLS:

A. Noise Control

- (1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration

- (1) Equipment and impact tools shall have intake and exhaust mufflers.
- (2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt

- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating

in the Work and adjacent areas including, without limitation, occupied facilities.

- (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution

- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

G. Vehicular and Pedestrian Access

- (1) If demolition, trenching and replacement are required at roads, streets, walks and walkways, Contractor shall create and maintain temporary alternate access and/or path of travel for vehicles and pedestrians. Temporary access and path of travel shall comply with all laws and regulations, including Americans with Disabilities Act (ADA). If safe alternate access and/or path of travel cannot be achieved, as deemed by the District, it is understood by Contractor that work will need to be performed off-hours, at no additional cost to the District.

1.07 PUBLICITY RELEASES:

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and

other public communications medium, including, without limitation, on website(s).

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

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CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions;
- B. Special Conditions;
- C. Document 01 50 00.

1.02 SECTION INCLUDES:

- A. Administrative and procedural requirements for the following:
 - (1) Salvaging non-hazardous construction waste.
 - (2) Recycling non-hazardous construction waste.
 - (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of fifty percent (50%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - (1) Material category.
 - (2) Generation point of waste.
 - (3) Total quantity of waste in tons or cubic yards.
 - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01300.

1.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - (2) Review requirements for documenting quantities of each type of waste and its disposition.
 - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - (5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - (1) Comply with Document 01500 for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.
 - (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - (2) Comply with Document 01500 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

- (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
 - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - (4) Store components off the ground and protect from the weather.
 - (5) Remove recyclable waste off District property and transport to recycling receiver or processor.
- D. Packaging:
- (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - (2) Polystyrene Packaging: Separate and bag material.
 - (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
- (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
- (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF SECTION

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SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;
- B. Special Conditions;
- C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED:

- A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:
 - (1) Survey work required in execution of the Project.
 - (2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.04 SURVEY REFERENCE POINTS:

- A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:
 - (1) Make no changes or relocation without prior written notice to District and Architect.
 - (2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - (3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS:

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS:

- A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.
- B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 COMPLIANCE WITH LAWS:

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 NONCONFORMING WORK:

Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

CUTTING AND PATCHING

1. PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
- B. Special Conditions;
- C. Hazardous Materials Procedures and Requirements;
- D. Hazardous Materials Certification;
- E. Lead-Based Paint Certification;

1.02 CUTTING AND PATCHING:

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - (1) Make several parts fit together properly.
 - (2) Uncover portions of Work to provide for installation of ill-timed Work.
 - (3) Remove and replace defective Work.
 - (4) Remove and replace Work not conforming to requirements of Contract Documents.
 - (5) Remove Samples of installed Work as specified for testing.
 - (6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - (7) Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

- C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.03 SUBMITTALS:

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
 - (1) The work of the District or other trades.
 - (2) Structural value or integrity of any element of Project.
 - (3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
 - (4) Efficiency, operational life, maintenance or safety of operational elements.
 - (5) Visual qualities of sight-exposed elements.
- B. Contractor's Request shall also include:
 - (1) Identification of Project.
 - (2) Description of affected Work.
 - (3) Necessity for cutting, alteration, or excavations.
 - (4) Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - (5) Description of proposed Work:
 - (a) Scope of cutting, patching, alteration, or excavation.
 - (b) Trades that will execute Work.
 - (c) Products proposed to be used.
 - (d) Extent of refinishing to be done.
 - (6) Alternates to cutting and patching.
 - (7) Cost proposal, when applicable.
 - (8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.

(9) Written permission of other trades whose Work will be affected.

1.04 QUALITY ASSURANCE:

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.05 PAYMENT FOR COSTS:

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
- B. 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 and Special Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 – EXECUTION

3.01 INSPECTION:

- A. Project shall include limited areas in which new conduit may pass beneath existing concrete pedestrian walkways. Contractor shall, as part of their due diligence before bidding, review existing conditions and determine best

location and method to address these limited areas. If contractor elects to disrupt portions of the existing pathways with new construction, contractors shall be responsible to follow requirements outlined in the SCCD District Standards (<http://www.solano.edu/measureq/planning.php#standards>) for concrete and trenching beneath walkways as well as adhere to requirements outlined in the project specifications.

- B. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.
- C. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

3.02 PREPARATION:

- A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- B. Contractor shall provide devices and methods to protect other portions of Project from damage.
- C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.03 ERECTION, INSTALLATION AND APPLICATION:

- A. With respect to performance, Contractor shall:
 - (1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - (2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - (3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 - (1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - (2) Sight-exposed finished surfaces.

- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

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ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

3.02 PREPARATION:

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.
- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.
- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

3.05 ADJUSTMENTS:

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.

- C. Contractor shall trim existing doors as necessary to clear new floor finish and refinish trim as required.
- D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

- A. Contractor shall patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

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CONTRACT CLOSEOUT AND FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall replace filters of operating equipment.
- E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Contractor shall legibly mark each item to record actual construction, including:
- (1) Measured depths of foundation in relation to finish floor datum.
 - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Contract Drawings
 - (6) Changes made by modification(s).
 - (7) References to related Shop Drawings and modifications.
- B. Contractor will provide one set of Record Drawings to District.
- C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- E. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- B. Contractor shall provide District all required Operation and Maintenance Data.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

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OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

1.02 QUALITY ASSURANCE:

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

- A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual"), and provide one (1) hard copy and one (1) electronic copy on CD.
- B. Hard Copy (Binders): Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.

Electronic Copy (CD): Contractor shall provide one electronic copy via compact disc in pdf format. All information shall be compiled into one pdf file, and separated into specification sections.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: The Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.
- C. Contractor shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Contractor shall include manufacturer's printed operation and maintenance instructions.
- H. Contractor shall include sequence of operation by controls manufacturer.
- I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Contractor shall provide control diagrams by controls manufacturer as installed.
- K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.08 SUBMITTAL:

- A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

WARRANTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Warranty/Guarantee Information;
- B. Special Conditions.

1.02 FORMAT

- A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION:

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.
- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.
- D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

- A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 - PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

- A. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.
- B. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- C. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.
- D. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

- A. Contractor shall record the following information:
 - (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
 - (2) Actual numbering of each electrical circuit.

- (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
- (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
- (5) Installed location of all cathodic protection anodes.
- (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
- (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
- (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Contractor shall provide additional drawings as necessary for clarification.
- C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL

- A. Contractor shall store Record Documents apart from documents used for construction as follows:
 - (1) Provide files and racks for storage of Record Documents.
 - (2) Maintain Record Documents in a clean, dry, legible condition and in good order.
- B. Do not use Record Documents for construction purposes.

PART 5 – PRODUCTS Not Used.

END OF DOCUMENT

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Demolition and proper removal/disposal of selected portions of the Softball Bleachers as indicated on the documents, including but not limited to existing bleachers and press box.
 2. Demolition and removal of selected site elements.
 3. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
1. Section 00 73 13 Special Conditions
 2. Section 01 11 00 - Summary of Work
 3. Section 01 50 00 - Temporary Facilities and Controls for temporary construction, waste management and disposal
 4. Section 01 73 29 - Cutting and Patching for cutting and patching procedures.
 5. Safety Requirements: Section 00 72 13 General Conditions Article, SAFETY/PROTECTION OF PERSONS AND PROPERTY.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 PROTECTION

- A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of

use of such utilities; and to provide free passage to and from such adjacent areas of structures. Comply with requirements of GENERAL CONDITIONS

- B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations. Comply with requirements of Section 01 50 00 Temporary Facilities and Controls.
- C. Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.
- D. Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Sweep and dust the work area daily.
- E. In addition to previously listed fire and safety rules to be observed in performance of work, include following:
 - 1. See Electrical Documents for additional requirements
 - 2. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers. Extinguishers shall be rated for type of potential fire anticipated for project.
 - 3. Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 15 feet of fire hydrants.
- F. Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property of the Solano Community College District (SCCD). Any damaged items shall be repaired or replaced as approved by the Architect. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have Architect's approval. .
- G. The work shall comply with the requirements of Section 01 50 00 Temporary Facilities and Controls.
- H. Demolish and remove outside utility service lines shown to be removed.
- I. Remove abandoned outside utility lines that would interfere with installation of new utility lines and new construction.

1.4 SUBMITTALS

- A. Qualification Data: For demolition firm and professional engineer. Provide certifications and/or license(s) as required by regulatory agencies for removal of items identified in the

documents and from survey of project site.

- B. Schedule of Selective Demolition Activities: Indicate the following
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 2. Interruption of utility services. Coordinate temporary power with Contractor to ensure no loss of power for services/areas indicated in documents. Provide schedule of power that will be interrupted. See Electrical documents for additional information.
 3. Coordination for shutoff, capping, and continuation of utility services. See Electrical documents for additional information.
 4. Means of protection for items to remain and items in path of waste removal from site to dumpster.

- C. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

- D. Transportation/Disposal Records: Indicate receipt and acceptance of hazardous wastes by appropriate transportations and facility licensed to accept hazardous wastes.
 1. Comply with submittal requirements in Division 01 Section "Construction Waste Management and Disposal" and all regulatory agencies for compliance.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project. Provide all certification and licensing requirements commensurate with type of demolition for the project.

- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- C. Standards: Comply with ANSI A10.6 and NFPA 241.

- D. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 1. Inspect and discuss conditions of the existing equipment, appurtenances, fencing, turf, and other existing conditions from the project site to be selectively demolished.
 2. Review conditions of existing equipment to determine weights, sizes and approach for removal. Provide proper inspection of equipment and site with certified
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 5. Review areas where existing construction is to remain and requires protection.

1.6 PROJECT CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical. It is the responsibility of the bidders to engage in Underground utility location services prior to any excavation and/or demolition. Once identified, Contractor shall appropriately mark and take all measures to
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: Some existing equipment has been identified as hazardous as part of Owner furnished information. Contractor shall review Owner's report and engage the appropriate resources to properly abate the site based on report. It is unknown whether other hazardous materials will be encountered in the Work.
 - 1. If other materials not in the report are suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped where indicated. Coordinate shut off with temporary power requirements as outlined in the documents.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with

intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
 - 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Coordinate electrical shut off with temporary power requirements as outlined in the documents. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and

cooling specified in Division 01 Section "Temporary Facilities and Controls."

- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, prevent damage to existing fencing, trees, landscape, natural features, bench marks, existing buildings, existing pavement, utility lines, site appurtenances, water courses and root systems of trees which are to remain. Make good any damage to the satisfaction of the Consultant.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Maintain adequate ventilation when using cutting torches.
 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 6. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish elements beyond what is indicated on Drawings without Architect's approval.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and

miscellaneous materials necessary to make item functional for use indicated.

- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
 - 1. Existing, Painted Signs Indicated to Remain: Protect existing, painted signs from damage with plywood panels or other suitable rigid material, solidly attached to surfaces which will not be visible in final construction.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Earth: Contractor shall grade the site to provide a smooth surface. Contractor SHALL NOT leave holes in the ground where excavation operations existed. If necessary, Contractor shall import engineered fill to the site, compact fill in layers and perform soil compaction tests. Contractor must remove all demolition materials before vacating the site.
- B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage and/or damage on adjacent surfaces and areas.
 - 3. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- B. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent area and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

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SECTION 03 10 00

CONCRETE FORMWORK

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work Includes: Provision of formwork for cast-in-place concrete and installation of embedded items.

1.2 REFERENCES

- A. Requirements of GENERAL CONDITIONS and DIVISION NO. 1 apply to all Work in this Section.
- B. Published specification, standards, tests, or recommended methods of trade, industry, or governmental organizations apply to Work of this Section where cited by abbreviations noted below (latest editions apply).
 - 1. California Code of Regulations. Title 24, 2010 edition, also known as California Building Code (CBC), with amendments.
 - 2. American Society for Testing and Materials (ASTM).
 - 3. Federal Specifications (FS).
 - 4. American Concrete Institute's "Recommended Practice for Concrete Formwork," (ACI 347).
 - 5. United States Voluntary Product Standard for Construction and Industrial Plywood (PSI-83).
 - 6. American Plywood Association's "Guide to Plywood Grades" (APA).
 - 7. West Coast Lumber Inspection Bureau's "Standard Grading Rules No. 16" (WCLIB).

1.3 QUALITY ASSURANCE

- A. Design Criteria: Formwork shall conform to ACI 347 and CBC Section 1906A.
 - 1. Formwork:
 - a. Shall prevent leakage or washing out of cement mortar.
 - b. Shall resist spread, shifting, and settling.
 - c. Shall reproduce accurately required lines, grades, and surfaces within tolerances specified.
 - 2. Safety: The Contractor shall be responsible for adequate strength and safety of all formwork including falsework and shoring.

- B. Allowable Tolerances: Formwork shall produce concrete within tolerance limits recommended in ACI 347, unless otherwise noted.

1.4 SUBMITTALS

- A. Samples: Only as requested by the Architect.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use.

1.6 JOB CONDITION

- A. Sequencing Schedule:
 - 1. Ensure timely delivery of embedded items. Be responsible for cutting and patching necessitated by failure to place embedded items.
 - 2. Plan erection and removal to permit proper sequence of concrete placing without damage to concrete.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Forming Materials:
 - 1. Panel or board forms at the Contractor's option.
 - a. Panel Forms: Minimum 5/8-inch thick exterior grade plywood with sealed edges, PS 1 grade Plyform Class I and II B-B Exterior or HDO Exterior.
 - b. Board Forms: Shiplap or tongue and groove lined with PS 1 grade Plyform Class I and II Exterior 1/2-inch or HDO Exterior 1/2-inch or 3/16-inch thick fiberboard conforming to FS LLL-B-810a(1), type I.
 - 2. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on Drawings.
 - a. Use Plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, with each piece bearing legible inspection trademark. Panels to receive specified form sealer to ensure uniform finish of exposed surfaces.
 - b. Designated "Architectural Concrete" Surfaces: Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form", Class 1.
 - 3. Pan Joist forms: Provide removable forms, Ceco Corporation or equal. Forms shall have adequate strength to maintain their shape during placing of concrete and shall permit easy removal without damage and shall be free from oil, grease, paint, dirt or other deleterious coatings. Forms shall fit close, tight and straight. Forms shall be cleaned up before reuse.

4. Chamfer Strips: Burke Concrete Accessories' PVC type CSF ½-inch, all exposed corners.
 5. Columns Forms: SONOTUBE or equal, and as required for other configurations.
- B. Wood Framing: WCLIB standard grade or better Douglas Fir.
- C. Form Ties and Spreaders: Metal type acting as spreaders, leaving no metal within one inch of concrete face and no fractures, spalls, depressions or other surface disfigurements greater than 3/4-inch in diameter.
- D. Expansion Joint Filler:
1. Fiber Type: Premolded asphalt-impregnated fiber, ASTM D1751, 1/4-inch thick unless otherwise noted. Same as W. R. Meadows, Inc.'s "Sealtight Fiber Expansion Joint"; Grace Construction Materials "Serviced Fiber Expansion Joint Filler, Code 1390"; National Expansion Joint Co.'s "Fiber Joint Filler No. 12"; Burke Concrete Accessories, Inc.'s "Burke Fiber Expansion Joint"; or equal product substituted per Section 01630.
 2. Cork Type: Preformed cork, ASTM D1752, Type II, 1/4-inch size unless otherwise noted. Same as W. R. Meadows, Inc.'s "Sealtight Cork Expansion Joint"; Sonneborn-Contech's "Sonoflex Cork"; Grace Construction Materials' "Serviced Standard Cork Expansion Joint Filler, Code 4323; or equal product substituted per Section 01630.
- E. Form Sealer: Same as Grace Construction Material's "Formfilm"; or equal product substituted per Section 01630.
- F. Release Agent: Must not stain or otherwise adversely affect architectural concrete surfaces. Same as The Nox-Crete Co.'s "Nox-Crete Form Coating"; Industrial Synthetics Corp.'s "Synthex;" or equal product substituted per Section 01630.
- G. Foam Board: Extruded close cell polystyrene foam, channeled for drainage, with a minimum compressive strength of 60 psi at 0.1-inch deformation when tested in accordance with ASTM D1621-73, and meeting requirements of FS-HH-I-524b, Type II, Class B. Same as The Dow Chemical Co.'s "Styroform PD Brand" or equal product substituted per Section 01630.

2.2.SOURCE QUALITY CONTROL

- A. Plywood shall bear APA grade-trademark

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas where formwork will be constructed and verify that:
 - 1. Excavations are sufficient to permit placement, inspection and removal of forms.
 - 2. Excavations for earth forms have been neatly and accurately cut.
 - 3. Conditions are otherwise proper for formwork construction.

3.2 PREPARATION

- A. Slab Forms:
 - 1. Establish levels and set screeds, match finish elevations where conform is specified (see plans).
 - 2. Depress slabs where required to receive special floor finishes.
- B. Expansion Joints:
 - 1. Provide in exterior concrete paving on grade at maximum 24-feet on center or as noted and at intersections with vertical surfaces, curbs, manholes or other penetration through paving.
 - 2. Use fiber type expansion joint fillers typically and depress 1/4-inch unless otherwise noted.
 - 3. Use cork type expansion joint fillers at conditions with non-bituminous waterproofing, liquid waterproofing or sealant systems.
- C. Construction Joints:
 - 1. Provide where shown on the drawings as directed by the Architect and per CBC Section 1906A.4.
 - 2. Provide key indentations at all joints.
 - 3. Provide pour strips on inside face of forms at horizontal joints, but remove strips and thoroughly clean out reglets before placing subsequent portions of wall.
 - 4. Prevent formations of shoulders and ledges.
 - 5. Provide means for drawing forms into firm contact with concrete before placing additional concrete over previous pours where shrinking and warping has separated concrete from forms.
 - 6. Embedded Items:
- D. Embedded Items:
 - 1. Properly locate, unless locating is specified elsewhere, and place inserts and embedded items required by other trades prior to casting concrete.
- E. Secure the Architect's approval for time and sequence of form removal.
- F. Form Removal: Forms shall be removed without damage to the concrete, and in no case shall they be removed prior to the concrete member attaining the specified strength.

MEMBER STRENGTH MINIMUM TIME*

*Estimated curing time required to obtain desired strength. Results of the 7-day test

cylinder break shall be presented to the Architect to demonstrate compliance with above specified strength requirements prior to form removal. If a 7-day test cylinder break demonstrates strength that is less than that specified, the Contractor may elect to take additional cylinders at the time of next pour to demonstrate strength requirements. The Contractor shall bear the cost of taking and testing the additional samples.

G. Forms:

1. Remove forms carefully to avoid damaging corners and edges of exposed concrete.
2. Reuse:
 - a. The Architect will approve reuse of forms provided they are straight, clean, free from nails, dirt, hardened concrete, or other injurious matter and edges and surfaces are in good condition.
 - b. Clean and repair any damage caused by placing, removal, or storage. Reuse of formwork with repairs or patches which would result in adverse effects to architectural concrete finish will not be permitted.
 - c. Store formwork in manner to prevent damage or distortion.
 - d. Reseal as required to achieve concrete of specified quality.

3.3 CONSTRUCTION

A. General:

1. Design, erect, support, brace and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position. Maintain formwork construction tolerances complying with ACI 347.
2. Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb Work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in Work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
3. Frame openings where indicated on Architectural, Structural, Mechanical, Plumbing and Electrical drawings.

B. Earth Forms:

1. Construct wood edge strips at top sides of excavations.
2. Provide forms for footings wherever concrete cannot be placed against solid earth excavation.
3. Remove loose dirt and debris prior to concrete pours.

4. Foundation concrete may be placed directly into neat excavations provided the foundation trench walls are stable as determined by the Architect (Structural Engineer), subject to the approval of DSA. In such case, minimum formwork shown on the drawings is mandatory to insure clean excavations immediately prior to and during the placing of concrete.

C. Walls and Other Formed Elements:

1. Erect outside forms for exposed exterior walls first and obtain the Architect's approval before reinforcement is placed. Obtain Architect's approval of the reinforcement before interior form is erected.
2. Carefully align inside and outside forms before tightening ties.
3. Plywood Forms: Insure vertical joints are plumb and horizontal joints are level; arrange joints and ties in geometrical pattern as approved by the Architect.
4. Form inside corners at exposed conditions with mitered boards or plywood so that no concrete is placed against form ends.
5. After erection, seal all cracks, holes, slits, gaps, and apertures in forms so that they will withstand the pressure and will remain completely watertight.
6. Provide a means to seal the bottom of forms at construction joints such as foam tape or other gasket devices.
7. Apply a coating of release agent prior to the erection of formwork. Follow approved manufacturer's recommendations.

D. Slab Forms:

1. Establish levels and set screeds.
2. Depress slabs where required to receive special floor finishes.

E. Beam or Joist Forms:

1. Provide cambers as noted on Contract Drawings.

F. Cleanouts and Openings: Provide on interior face of wall forms as required for effective removal of loose dirt, debris and waste material, for inspection of reinforcing and for introduction of vibrators where the Architect deems necessary.

G. Expansion Joints:

1. Provide in exterior concrete paving on grade at maximum 24-feet on center or as noted and at intersections with vertical surfaces, curbs, manholes or other penetrations through paving.
2. Use fiber type expansion joint fillers typically and depress 1/4-inch unless otherwise noted.
3. Use cork type expansion joint fillers at conditions with non-bituminous waterproofing, liquid waterproofing or sealant systems.

H. Construction Joints:

1. Provide where shown on the drawings as directed by the Architect and per CBC Section 1906A.4.
2. Provide key indentations at all joints.
3. Provide pour strips on inside face of forms at horizontal joints, but remove strips and thoroughly clean out reglets before placing subsequent portions of wall.
4. Prevent formations of shoulders and ledges.
5. Provide means for drawing forms into firm contact with concrete before placing additional concrete over previous pours where shrinking and warping has separated concrete from forms.

I. Embedded Items:

1. Properly locate, unless locating is specified elsewhere, and place inserts and embedded items required by other trades prior to casting concrete.

J. Shoring:

1. Adequately brace and maintain shoring to safely support vertical, lateral, and asymmetrical loads until completed structure has attained design strength.
2. Distribute shoring loads over area where shoring is erected and protect against undermining or settlement.
3. Provide means for making vertical adjustments to compensate for settlement either before or during placing of concrete.
4. Construct shores for soffits of beams to permit removal of forms without removing shores.
5. Reshoring will be permitted. Shores and reshores shall be designed by a Civil Engineer registered in the State of California and installed under his/her direction. This Civil Engineer shall be employed by the Contractor.

3.4 REMOVAL

- A. Secure the Architect's approval for time and sequence of form removal.
- B. Form Removal: Forms shall be removed without damage to the concrete, and in no case shall they be removed prior to the concrete member attaining the specified strength.

<u>MEMBER</u>	<u>STRENGTH</u>	<u>MINIMUM TIME*</u>
Vertical surfaces of walls, columns, beams, girders	0.60 f'c	7 days
Beams, soffits, slab, girder	0.75 f'c	14 days

*Estimated curing time required to obtain desired strength. Results of the 7-day test cylinder break shall be presented to the Architect to demonstrate compliance with above specified strength requirements prior to form removal. If a 7-day test cylinder break demonstrates strength that is less than that specified, the Contractor may elect to take additional cylinders at the time of next pour to demonstrate strength requirements. The Contractor shall bear the cost of taking and testing the additional samples.

- C. Advance Form Removal: In the following situations, forms may be removed after 24 hours with the approval of the Architect:

MEMBER

Foundations and grade beams
Stem walls under 4 feet in height

- D. Forms:
1. Remove forms carefully to avoid damaging corners and edges of exposed concrete.
 2. Reuse:
 - a. The Architect will approve reuse of forms provided they are straight, clean, free from nails, dirt, hardened concrete, or other injurious matter and edges and surfaces are in good condition.
 - b. Clean and repair any damage caused by placing, removal, or storage. Reuse of formwork with repairs or patches which would result in adverse effects to architectural concrete finish will not be permitted.
 - c. Store formwork in manner to prevent damage or distortion.
 - d. Reseal as required to achieve concrete of specified quality.
- E. Shoring and Re-shoring
1. Two levels of shoring or one level of shores over one level of reshores shall be maintained below any newly cast level until it has attained design strength and is at least 28-days old.

END OF SECTION 03 10 00

SECTION 03 35 00

CONCRETE FINISHES

PART 1 - GENERAL

1.1 SUMMARY

A. Related Documents:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

B. Section Includes:

1. Concrete paving concrete finishes
2. Cast-in-place concrete finishes
3. Non-sacrificial graffiti coating

C. Related Sections:

1. SECTION 32 13 13 – CONCRETE PAVING

D. References

1. American Concrete Institute:
 - a. ACI 301 - Structural Concrete for Buildings.
 - b. ACI 305 - Hot Weather Concreting.
 - c. ACI 306 - Cold Weather Concreting.
 - d. ACI 316 - Recommendations for Construction of Concrete Pavements and Bases.
2. American Society for Testing and Materials:
 - a. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
 - b. ASTM C979 - Pigments for Integrally Colored Concrete.

1.2 SUBMITTALS

A. General:

1. Product data: Submit manufacturer's data on product characteristics
2. Concrete finish samples:
 - a. The Contractor shall produce representative jobsite samples of concrete walls for each integral color admixture for approval by the Owner's Representative prior to concreting. Each sample wall section shall be a minimum of six square feet, and made with the specified job materials and using the contemplated construction techniques. Areas to be patched shall be included so that patching techniques may be developed. All surfaces shall be finished and/or textured as specified.
 - b. The Contractor shall notify the Owner's Representative 72 hours in advance of concrete sample installation. Field adjustments shall be made as directed by the Owner's Representative.
 - c. All approved samples shall be kept at the jobsite for comparison with finished work.

- d. Contractor shall meet or exceed the quality of the approved finish in all subsequent work.
- B. Do not deliver product to job site until submittal has been approved.
- C. Substitutions:
 - 1. Material substitutions, if allowed, must be approved in writing by the Owner's Representative prior to delivery to the job site. Substitutions may be allowed on an exceptional basis only, upon proof of non-availability.

PART 2 - MATERIALS

2.1 Retarder: Grace Top-Cast top surface retarder.
Manufacturer: Grace Construction Products
www.graceconstruction.com

2.2 SEALANTS

- A. Joint sealers shall be as specified in Section 03300. Provide in color to match colored concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrate and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting application of water repellent and anti-graffiti coating.
- B. Do not proceed with application until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. All concrete work shall have even surfaces of uniform texture and appearance, free of voids, bulges, depressions, and other imperfections and shall be approved by the Owner's Representative.

3.3 SURFACE FINISHES EXCEPT PAVEMENT FINISHES

- A. Defects: See Section 03300 for repair of defective concrete.
- B. Surfaces Not Against Forms (Tops of Curbs and Walls):
 - 1. Surfaces not otherwise specified shall be finished with wood floats and steel trowel to even surfaces. Finish shall match adjacent finishes.
- C. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces of curbs and seatwalls exposed to public.

2. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Light Sand blast finish: Surfaces designated as light sand blast finish shall be finished by sand blasting finished concrete surface after the concrete has cured minimum of two [2] weeks and have reached minimum of 95% of ultimate strength. The surface shall be lightly sandblasted until fine cement film layer is removed and sand and small aggregate surfaces are exposed. Provide a sample patch of finish for approval by the Owner's Representative. The Contractor shall notify the Owner's Representative 72 hours in advance of concrete sample installation. All subsequent finish shall match the sample.
- E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.4 PAVEMENT FINISHES AND MISCELLANEOUS CONSTRUCTION

- A. Floated Finish:
 1. A float finish shall be used to prepare surfaces to receive steel troweled finish or broom finish.
 2. A float finish with a uniform surface true to grade shall be the final finish for concrete pavements that are a base for other material, such as synthetic safety surface or EPDM.
 3. After the concrete has been placed, consolidated, struck off, and leveled, do not work the concrete further until ready for floating. Float shall begin when the surface has stiffened sufficiently to permit the operation.
 4. During or after the first floating, surface shall be checked with a 10-foot straightedge applied at no less than two different angles, one of which is perpendicular to the direction of strike-off. High spots shall be cut down and low spots filled during this procedure to produce a surface level within ¼ inch in 10 feet.
- B. Steel Troweled Finish
 1. First provide a floated finish.
 2. When the concrete has set sufficiently to begin the process, the surface shall be worked with a steel trowel to produce a dense, smooth, even finish. The first troweling after floating shall produce a smooth surface that is relatively free of defects but that may still show some trowel marks. Power trowel equipment may be used for the initial passes upon approval of the Owner's Representative.
 3. Additional trowelings shall be done by hand after the surface has hardened sufficiently.
 4. The final troweling shall be done when a ringing sound is produced as the trowel is moved over the surface.

5. The surface shall be thoroughly consolidated by the hand troweling operations.
6. The finished surface shall be essentially free of trowel marks and uniform in texture and appearance.

C. Broom Finish:

1. Light broom finish

- a. Light broom finish shall be applied to all concrete flatwork as shown on the Drawings and Plans, including P.C.C. walkways, pads, mowbands, and top surfaces of concrete curbs and walls.
- b. Concrete shall be poured to line and grade as shown on the Drawings and Plans.
- c. Provide a floated finish and a steel troweled finish.
- d. At time of brooming the troweled surface shall have hardened sufficiently to retain the scoring or ridges.
- e. Broom with bristled broom across width of concrete to a uniformly roughened surface. Finish surface shall be clean with uniform and reasonably straight lines.
- f. Broom finish shall be in accordance with the drawings and details. Broom in a uniform direction transverse to traffic or at right angles to traffic or at right angles to the slope of the slab.

2. Heavy Broom Finish:

- a. Where indicated on drawings, apply a broom finish to paving.
- b. After screeding, floating, and steel troweling, and when concrete is properly set for the purpose, brush surface with a stiff bristle brush to create a textured non-skid surface.

3.5 FINISHING SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with hand floating. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces indicated to receive trowel finish
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand trowel. Continue troweling passes and restraighen until surface is free of trowel marks and uniform in texture and appearance.
 1. Apply a trowel finish to tops of seat and planter walls.
 2. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10-foot-long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/8 inch.
- D. Trowel and Fine-Broom Finish: Apply a first trowel finish to top of curbs. While concrete is still plastic, slightly scarify surface with a fine broom.

1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.
- E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

3.6 PROTECTION

- A. Restore finishes damaged during installation and construction so that no evidence remains of correction work.

END OF SECTION 03 35 00

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SECTION 10 14 00

SIGNAGE

1. SUMMARY

- a. This Section includes the following:
 - 1) Interior, Code-required plaque signs and accessories.
 - 2) Other signs and accessories in accordance with Owner's signage schedule.
- b. Related Sections include the following:
 - 1) Section 015000 for temporary Project identification signs and for temporary information and directional signs.
 - 2) Applicable Division 26 Electrical Sections for electrical service and connections for illuminated signs; labels, tags, and nameplates for electrical equipment; and illuminated Exit signs.

2. SYSTEM DESCRIPTION

- a. General: Provide, complete with text and attachment devices, signs of the following types:
 - 1) Accessible Signage at Parking
 - 2) Other Signs: Provide as indicated.

3. SUBMITTALS

- a. Product Data: For each product indicated.
- b. Sustainable Design Submittals:
 - 1) Product Data:
 - a) For installation adhesives, including printed statement of VOC content.
 - b) For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content
 - 1) Include statement indicating costs for each product having recycled content.
- c. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work.
 - 1) Verify dimensions by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 2) Provide message list for each sign, including large-scale details of wording, lettering, and braille layout.
- d. Samples: For each sign material indicated that involves color selection.

4. QUALITY ASSURANCE

- a. Regulatory Requirements: Comply with the Americans with Disabilities Act (ADA) and with code provisions as adopted by authorities having jurisdiction.

- 1) Character Type: Characters on signs shall be raised 1/32-inch minimum, and shall be sans serif uppercase characters accompanied by Grade 2 Braille. Comply with CBC Section 1117B.5.5.
 - 2) Character Size: Per CBC 1117B.5.4, raised characters shall be a minimum of 5/8-inch high and a maximum of 2 inches high.
 - 3) Finish and Contrast: Per CBC Section 1117B.5.2, contrast between character, symbols, and their background must be 70 percent minimum, and have a non-glare finish.
 - 4) Proportions: Per CBC Section 1117B.5.3, characters on signs shall have a width-to-height ratio of between 3:5 and 1:1, and a stroke width-to-height ratio of between 1:5 and 1:10.
 - a) Proportions Test: Per CBC Section 1117B.5.3, all letters measured must be upper case. After choosing a typestyle to test, begin by printing the letters I, X, and O at 1-inch high. Place the template's 1:1 square over the X or O, whichever is narrower. If the character is not wider than 1-inch, nor narrower than the 3:5 rectangle, the proportions are correct. Use the 1:5 rectangle to determine if the stroke of the I is too broad, and the 1:10 rectangle to see if it is too narrow. If all the tests are passed, the typestyle is compliant with the proportion code.
 - 5) Braille: Per CBC Section 1117B.5.6, California Contracted Grade 2 Braille shall be used wherever Braille is required. Dots shall be 1/10-inch on centers in each cell with 2/10 inch space between cells, measured from the second column of dots in the first cell to the first column of dots in the second cell. Dots shall be raised a minimum of 1/40 inch above the background.
 - a) Rounded or domed California Braille dots shall be used, each distinct and separate. Dots with straight sides and flat tops are not acceptable.
 - 6) International Symbol of Accessibility: Provide per CBC Section 1117B5.8 / 1117B.5.8.1.2.
 - 7) Tactile Exit Signs: Provide per CBC Section 1011.3.
- b. VOC Content of Interior Adhesives and Sealants:
- 1) Interior Sealants used as Filler: Meet or exceed Bay Area Air Quality Management District Reg. 8, Rule 51 VOC requirements.
 - 2) Interior Adhesives and Other Sealants: Meet or exceed South Coast Air Quality Management District Rule 1168 VOC requirements.

PART 2 - PRODUCTS

1. MANUFACTURERS

- a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- 1) Adelpia Graphic Systems.
 - 2) ASI-Modulex, Inc.
 - 3) Mohawk Sign Systems.
 - 4) Accepted equal.

2. PLAQUE SIGNS

- a. Plaque Signs: Provide plaque signs that comply with California Building Code requirements for materials, thicknesses, finishes, colors, designs, graphic content, shapes, sizes, and details of construction.
- b. Cast-Acrylic Sheet: Manufacturer's standard and as follows:
 - 1) Color: As selected from manufacturer's full range.
 - 2) Colored Coatings for Acrylic Sheet: For copy and background colors, provide Pantone Matching System (PMS) colored coatings, including inks and paints, that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and are nonfading for application intended.
- c. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of 5005-H15.
- d. Stainless-Steel Plate, Sheet, and Strip: Provide stainless-steel plate, sheet, and strip, Type 302 or Type 304, complying with ASTM A 666.
- e. Applied Vinyl: Die-cut characters from vinyl film of nominal thickness of **3 mils** with pressure-sensitive adhesive backing, suitable for exterior applications.
 - 1) Copy Size and Style: As indicated on the Drawings.
 - 2) Color: As selected by the Architect from manufacturer's full range.

3. ACCESSORIES

- a. Adhesive: Use silicone adhesive fabricated from materials that are not corrosive to sign material and mounting surface.
- b. Brackets: Fabricate brackets and fittings for bracket-mounted signs from extruded aluminum to suit panel sign construction and mounting conditions indicated. Factory-paint brackets in color as selected.

4. FABRICATION

- a. Unframed Plaque Signs: Fabricate signs with edges mechanically and smoothly finished to comply with the following requirements:
 - 1) Edge Condition: Square cut or beveled, as selected by Architect.
 - 2) Corner Condition: Square or rounded to radius indicated.
- b. Tactile and Braille Copy: Manufacturer's standard process for producing copy complying with ADA Accessibility Guidelines and ICC/ANSI A117.1. Text shall be accompanied by Grade 2 braille. Produce precisely formed characters with square cut edges free from burrs and cut marks.
 - 1) Raised-Copy Thickness: Not less than **1/32 inch**.

5. ALUMINUM FINISHES

- a. Clear Anodic Finish: Manufacturer's standard clear anodic coating, 0.018 mm or thicker, over a satin (directionally textured) mechanical finish.

6. STEEL FINISHES

- a. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
- b. Baked-Enamel Finish: Immediately after cleaning and pretreating, apply manufacturer's standard two-coat, baked-enamel finish consisting of prime coat and thermosetting topcoat. Comply with paint manufacturer's written instructions for applying and baking to achieve a minimum dry film thickness of **2 mils**.

7. STAINLESS-STEEL FINISHES

- a. Remove tool and die marks and stretch lines or blend into finish. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.
- b. Bright, Directional Polish: No. 4 finish.
- c. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

PART 3 - EXECUTION

1. INSTALLATION

- a. General: Locate signs and accessories where indicated, using mounting methods of types described and in compliance with manufacturer's written instructions.
 - 1) Install signs only after surfaces on which they are to be mounted are painted and finished.
 - 2) Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.
 - 3) Interior Door Signs: Where applicable, install signs on doors as indicated.
 - 4) Interior Wall Signs: Where applicable, install signs on walls adjacent to latch side of door. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls. Locate to allow approach within **3 inches** of sign without encountering protruding objects or standing within swing of door.
 - 5) Attachment: Concealed type as recommended by sign manufacturer for type of substrate involved.
- b. Wall- and Door-Mounted Plaque Signs: Attach plaque signs to surfaces using methods indicated below:
 - 1) Silicone-Adhesive Mounting: Use liquid-silicone adhesive recommended in writing by sign manufacturer to attach signs to irregular, porous, or vinyl-covered surfaces. Use double-sided vinyl tape where recommended in writing by sign manufacturer to hold sign in place until adhesive has fully cured.
 - 2) Where plaque signs are scheduled or indicated to be mounted on glass, provide matching plate on opposite side of glass to conceal mounting materials.

- c. Bracket-Mounted Units: Provide manufacturer's standard brackets, fittings, and hardware as appropriate for mounting signs that project at right angles from walls and ceilings. Attach brackets and fittings securely to walls and ceilings with concealed fasteners and anchoring devices to comply with manufacturer's written instructions.
- d. Dimensional Characters: Mount characters using standard fastening methods to comply with manufacturer's written instructions for character form, type of mounting, construction, and condition of exposure indicated. Provide heavy paper template to establish character spacing and to locate holes for fasteners.
- e. Entry Door Signage: Mount characters on glass surfaces to comply with manufacturer's written instructions. Provide template to establish character spacing.
- f. Cleaning: Clean soiled surfaces per manufacturer's recommendations.

END OF SECTION 10 14 00

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SECTION 31 00 00

EARTHWORK AND GRADING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes general requirements, products, and methods of execution relating to on-site earthwork. Any work within the public right-of-way shall be constructed to the standards of Solano County, and the State of California Department of Transportation. Earthwork includes, but is not limited to, the following:
1. Grading
 2. Material
 3. Excavation
 4. Filling and backfilling
- B. Provide labor, material and equipment and services necessary to complete the excavations, recompaction and finish grading as specified and indicated on Plans.
1. Provide surveying for grading operations.
 2. Provide Site grading, cut, fill and finish
 3. Preparation for subgrade for walks, pavements
 4. Provide sub-base course for walks and pavement
- C. The work includes removal and legal disposal off the site of debris, rubbish and other materials resulting from clearing and grubbing operations.

1.2 DEFINITIONS

- A. Engineered Fill:
1. Soil or soil-rock material approved by Project Manager and transported to the site by the Contractor in order to raise grades or to backfill I. excavations.
 2. The District's Testing *Agency* will make sufficient tests and/or observations for the purpose of issuing a written statement that specification requirement. Request and review prior to start of work.
- B. On-site Material: Soil or earth material obtained from required on-site excavation.
- C. Excavation: Consist, of the removal of material encountered to sub-grade elevations and the re-use or disposal of materials removed.
- D. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below sub-base, drainage fill, or topsoil materials.
- E. Borrow: Soil material obtained off-site when sufficient approved soil material is not

available from excavations.

- F. Base Course: The layer placed between the sub-base and surface pavement in a paving system.
- G. Relative Compaction: In-place dry density of soil expressed as percentage of maximum dry density of same materials, as determined by laboratory test procedure
- H. American Society for Testing and Materials (ASTM) D1557.
Subgrade. The uppermost surface of an excavation or the top surface of a fill or backfill immediately below top soil, rock base course, or drainage fill.

1.3 SYSTEM DESCRIPTION

- A. Requirements:
 - 1. Grades and elevations are to be established with reference to bench marks referenced on Plans.
 - 2. Maintain Engineering markers such as monuments, bench marks and location stakes. If disturbed or destroyed, replace.
- B. Criteria
 - 1. The character of the material to be excavated or used for subgrade is not necessarily as indicated.
 - 2. Ground water elevations indicated are those existing all the time subsurface investigations were made and do not necessarily represent ground water elevation at the time of construction.
 - 3. Remove material in an approved manner.
- C. Safety:
 - 1. The Contractor shall take all necessary precautions to eliminate the exposure of workers, students, staff and the public to asbestos fibers, including but not limited to: dust control measures and measures included in Section 93106 and Section 03105 of California Code of Regulations, Title 17.

1.4 SUBMITTALS

- A. Comply with provisions of Section SUBMITTAL PROCEDURES.
- B. Product Data: Manufacturer's literature, including, where applicable, capacity, labels, or other markings on equipment made to the specified standards for materials, for the following:
 - 1. Imported materials (if applicable)
 - 2. Class II aggregate base (CDT Section 26)
- C. Test Reports: Submit following reports for import material directly to Project Manager from the Contractor's testing services.
 - 1. Report of actual unconfined compressive strength and/or results of bearing test of each strata tested.

1.5 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies.

1. Comply with State of California Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications".
2. Comply with State of California Code of Regulations (CRR).
3. Comply with State of California Construction Safety Orders, Latest Edition (CAL/OSHA).

B. Soil Testing (if required)

1. District will engage a geotechnical testing agency, to include testing soil materials proposed for use in the work and for quality control testing during excavation and fill operations if deemed necessary by the Owner, otherwise default values shall be used.
2. Test results will be distributed in compliance with Section TESTING AND INSPECTION.

C. Codes and Standards:

1. Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.

D. Comply with the latest editions of the following Standards and Regulations:

1. California Code of Regulations, Title 24, Part 2 – Basic Building Regulations, Chapter 24 – Excavation, Foundations, and Retaining Walls,
2. California Department of Transportation (CDT) Standard Specifications:
 - a. Section 17:
 - b. Section 18:
 - c. Section 19: Earthwork
3. CAL/OSHA, Title 8
4. Other authorities having jurisdiction

E. Site Information

1. Soil borings and other exploratory operations may be made by contractor at no cost to District. Submit proposed boring locations for review prior to performing the work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect materials of this section before, during and after installation; objects designated to be retained; and the installed work of other trades.
- B. In the event of damage to any of these items, immediately make repairs or replacements necessary to the acceptance of the Project Manager and at net additional cost to the District.
- C. Comply with provisions of Section 01 50 00 -TEMPORARY FACILITIES AND CONTROLS where necessary to control dust and noise on and near the work caused by operations during performance of the Work.

1.7 PROJECT CONDITIONS

- A. Environmental Requirements:
1. When unfavorable weather conditions necessitate interrupting filling and grading operations, prepare areas by compaction of surface and grading to avoid collection of water.
 2. Provide adequate temporary drainage to prevent erosion.
 3. After interruption, reestablish compaction specified in last layer before resuming work.
 4. Protect existing storm drainage system from silt and debris resulting from construction activities. If contamination occurs, remove contamination at no cost to District.
 5. Protect existing streams, ditches and storm drain inlets from water-borne soil by means of straw bale dikes, filter filter dams, or other methods as approved by the Project Manager.
- B. Barricade open excavations and post with warning lights.
1. Comply with requirements of Section TEMPORARY FACILITIES AND CONTROLS,
 2. Operate warning lights as recommended by authorities having jurisdiction.
 3. Protect structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations, from damages caused by settlement, lateral movement, undermining, washout and other hazards.
- C. Transport all excess soils materials by legally approved methods to disposal areas.
1. Coordinate with the Project Manager.
 2. Sufficient topsoil and fill material shall be retained from the site to complete project requirements.
 3. Any additional topsoil and fill requirements shall be the responsibility of the Contractor.
- D. Dust Control Requirements: At all times during earthwork operations and until final completion and acceptance of the earthwork, the Contractor shall prevent the formation of an airborne dust and dirt nuisance from interfering with the surrounding normal operations. The Contractor shall effectively stabilize the site of work in such a manner that it will confine dust particles to the immediate surface of the work and to obtain a minimum of 40 percent emissions reduction by applying a dust palliative. The dust palliative shall be non-petroleum based. Water alone is not considered to be a dust palliative. The dust palliative shall be applied at the rate and method in conformance with Section 115, "Dust Palliative," of the CDT Standard Specifications and as recommended and/or specified by the manufacturer. Contractor shall assume liability for all claims related to dust and dirt nuisances.

1.8 EXISTING UTILITIES

- A. The Contractor shall contact local utility agencies prior to construction and arrange for the shut-off of all utilities serving the buildings to be demolished. Coordinate work required so abandon active lines with the Project Manager and the District.
- B. Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during excavation operations.
- C. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult utility Project Manager immediately for directions.
1. Cooperate with the District and public and private utility companies in keeping their

- respective services and facilities in operation.
2. Repair damaged utilities to the satisfaction of the utility District.
- D. Do not interrupt existing utilities serving facilities occupied and used by the District or others, except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Graded Rock Base:
1. Bedding for utility piping: Washed, uniformly graded mineral aggregate ASTM D44g with percentage composition of dry weight conforming with following limits:
 - a. Passing 1-inch Sieve: 100 percent.
 - b. Passing ¾-inch Sieve: 90-100 percent.
 - c. Passing No. 4 Sieve: 0-10 percent.
 2. Base at slab on grade: As specified in the geotechnical report for this project.
 3. Absorption of water to saturated-surface dry condition shall not exceed 3 percent of oven-dry weight of a sample.

PART 3 – EXECUTION

3.1 EXISTING UTILITIES

- A. Compacting:
1. Compact by power tamping, rolling or combinations thereof as accepted by the geotechnical engineer.
 - a. Where impractical to use rollers in close proximity to walls, stairs, etc., compact by mechanical tamping.
 - b. Searify and re-compact any layer not attaining compaction until required density is obtained.
 2. Compaction by flooding, ponding, or jetting will not be permitted, unless specifically

3.2 SITE PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities which are to remain from damage caused by settlement, lateral movement, undermining, washout,

and other hazards created by earthwork operations. Set up tree protection measures prior to commencing grading or demolition operations.

- B. Clearing and Grubbing:
 - 1. Remove front area of designated project earthwork all improvements and obstructions, including designated concrete curbs or slabs, asphaltic concrete, all tree and shrub roots, any buried utility and irrigation lines, and other matter determined by the Geotechnical Engineer to be deleterious.
 - a. In all new planting areas, remove existing base material.
 - b. Use only hand methods for grubbing inside the drip line of trees indicated to be left standing.
 - 2. Removed material shall become property of the Contractor and shall be removed from site, unless otherwise indicated on the plans or specified herein.
 - 3. Holes resulting from removal of underground obstructions that extend below finish grades shall be cleared and backfilled with Engineered fill.

3.3 EXISTING UTILITIES

- A. Protect existing utilities that are to remain in operation as specified.
- B. Demolish and completely remove from the site existing underground utilities indicated and/or required to be removed in order to complete the work. See Section 02200 — SITE PREPARATION.
- C. Movement of construction machinery and equipment over existing pipes and utilities during construction shall be at contractor's risk.
- D. Excavation made with power-driven equipment is not permitted within 2 feet of any known utility or subsurface structure.
 - 1. Use hand or light equipment for excavating immediately adjacent to or for excavations exposing a utility or buried structure.
 - 2. Start hand or light equipment excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured.
 - 3. Preserve and irrigate removed sections of existing turf for salvage and/or replacement and restoration.
 - 4. Support uncovered lines or other existing work affected by excavation until approval for backfill is obtained.
 - 5. Report damage of utility line or subsurface structures immediately to Project Manager

3.4 PREPARATION OF SUBGRADE

- A. Scarify building pad, exterior flatwork and pavement subgrade to a depth of at least 8 inches and work until uniform and free from large clods.
- B. Bring non-expansive subgrades, to or slightly above the optimum moisture content and compact to 91 percent of the maximum laboratory dry density in accordance with ASTM D1557. Meet the criteria established in the Structural requirements.

1. Increase compaction of the upper 12 - 18 inches of pavement subgrades to 95 percent of the maximum laboratory dry density per ASTM D1557 for non-expansive subgrades.

3.5 DEWATERING

- A. Do not allow water from surface drainage or underground sources to accumulate in excavations, unfinished fills, or other low areas.
- B. Provide and maintain ample means and devices to remove water promptly and dispose properly of water entering excavations or other parts of the work to prevent softening of exposed surfaces.
- C. Dewater by methods which will ensure dry excavation and preservation of finish lines and grades of excavation bottoms.
- D. Prior to excavating below ground water level, place dewatering system in operation.
 1. Lower the ground water level a minimum of 2 feet below the bottom of the excavation.
 2. Relieve the hydrostatic pressure in pervious zones below the subgrade elevation to prevent uplift.
 3. Use screens and gravel pucks as necessary to prevent removal of fines from the soil.
- E. Operate the dewatering system continuously, 24 hours a day, 7 days a week until construction work below existing ground water level is completed.
 1. Measure and record the performance of the dewatering system.
 - a. Perform at the same time each day.
 - b. Use piezometers and observation wells.
 2. After placement of initial slabs and backfill, the ground water level may be allowed to rise.
 3. At no time allow ground water to rise higher than 1 foot below the prevailing level of excavation or backfill.
 4. Have a back-up pump and system available for immediate use.
- F. Dispose of water away from the work in suitable manner without damage to adjacent property or menace to public health.
- G. Do not drain water into work being built at under construction without prior acceptance of the Project Manager.
- H. Protect existing storm drainage system from silt and debris resulting from construction activities. If contamination occurs, remove contamination at no cost to the District.

3.6 SITE EXCAVATION

- A. General
 1. All supports, shoring, and sheet piling required for the sides of excavations or for protection of adjacent existing improvements shall be provided and maintained by

the Contractor. The adequacy of such systems shall be the complete responsibility of the Contractor.

2. Earth and rock, regardless of character and subsurface conditions, shall be excavated to depths shown on plans and to the neat dimensions of the footings wherever practicable, to permit pouring of footings and grade beams without use of side forms, except at slab perimeters.
 3. Large rocks, pieces of concrete or other obstructions, if encountered during the excavation/scarifying operations, shall be removed and disposed of by the Contractor off the site in a legal manner.
 4. Where footing excavation is too deep, backfill shall be concrete. Where footings are over dug laterally, side forms shall be employed for backfill with rock fill or concrete backfill shall be used (Contractor's option).
 5. Where forming is required, only that excavation necessary to permit placing and removal of forms shall be done.
 6. Bottoms of all Footings and foundations trenches shall be subject to testing by the Geotechnical Engineer. Corrective measures as directed by the Project Manager shall be executed promptly.
- B. Excavate subgrade as required to allow for finish grades shown on plans, as required for structural fill or otherwise required for proper completion of the work.
- C. Remove and replace subgrade materials designated by Geotechnical Engineer as unsuitable.

3.7 FILL AND COMPACTING

- A. See Section 31 23 33 — TRENCHING, BACKFILLING & COMPACTING for fill and compacting requirements.

3.8 DISPOSAL OF EXCESS AND WASTE MATERIAL

- A. Removal of Excess Excavated Material. Excess material shall be removed by the Contractor off the site in a legal manner.
- B. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
1. Footing Subgrade: At footing subgrades, perform at least one test of each soil stratum to verify design bearing capacities meet requirements outlined in the documents. Subsequent verifications and approval of other footing subgrades may be based on a visual comparison of each subgrade with related tested strata when acceptable to the Project Manager.
 2. Paved and Slab Areas: At subgrade and at each compacted till and backfill layer, perform at least one field in-place density test for every 2,000 square feet or less of paved area or building slab, but in no case fewer than three tests.

- C. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, re-compact and retest until required density is obtained.
- D. After grading is completed and the testing agency has completed observation of the work, permit no further excavation or filling, except as approved by Project Manager.

3.9 PROTECTION

- A. Protect newly graded areas from traffic and erosion. Install erosion control mat and straw wattles as directed by the Project Manager. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Where completed compacted areas are disturbed by subsequent construction operation or adverse weather, scarify surface, reshape, compact to required density and provide other corrective work, including retesting, prior to further construction.
- D. Provide erosion control measures where necessary to meet local and county requirements.

3.10 CLEAN-UP

- A. Comply with requirements of Section CLEANING.

END OF SECTION 31 00 00

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SECTION 31 10 00

SITE PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes general requirements, products, and methods of execution relating to site preparation, unless otherwise noted. This section applies to:
 - 1. Surface and subsurface demolition.
 - 2. Backfilling of excavations and depressions.
 - 3. Coordination, demolition and/or relocation of existing utilities.
 - 4. Prior to start of demolition of facilities, shut-off, disconnect, cut, and cap where required, underground utility services to facilities
 - 5. Removal of A.C. pavement driveway and concrete pavement, concrete pads, and A.C. curbing.
 - 6. Removal of cyclone wire, wood fences and barricades.
 - 7. Removal of storm drainage piping, catch basins, and manholes.
 - 8. Removal of vegetation and trees as specified herein.
- B. Contractor shall provide labor, material and equipment required for demolishing, cutting, removing and disposing of existing construction as designated and shown on the Plans for the following as required, unless otherwise noted.
- C. Related Sections:
 - 1. Section 02 41 19 - Selective Demolition
 - 2. Section 31 10 00 – Earthwork and Grading
 - 3. Section 31 23 33 – Trenching, backfilling, and compacting.

1.2 SUBMITTALS

- A. Comply with requirements of Section SUBMITTAL PROCEDURES.
- B. Demolition schedule and proposed methods and operations.
- C. Letter or certificates of severance of utilities services from the affected agencies or utilities.
- D. Make arrangements of disposing of waste and excess materials at a legally licensed landfill/disposal facility outside worksite and pay cost thereof.
- E. Photograph existing conditions of existing structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File photographs with Project Manager prior to start of work.
- F. Work Schedule: Submit a proposed schedule of work items to be performed, and a description of how the work is to be accomplished, for the Project Manager's review.

1.3 QUALITY ASSURANCE

- A. Comply with the Following Standards: American National Standards Institute, Inc, "American National Standard Safety Requirements for Demolition" (ANSI A10.6 and A10.8)
- B. Regulatory Agencies:
 - 1. Comply with rules and regulations of State of California, California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Subchapter 4, "Construction Safety Order."
 - 2. Comply with applicable local and state agencies having jurisdiction.
 - 3. Comply with governing EPA notification regulations.
- C. Secure all required Permits or Certificates for demolition or discontinuance of utilities, prior to beginning the work.

1.4 PROJECT CONDITIONS

- A. Disposition of Existing Improvements:
 - 1. All materials indicated to be removed shall become the property of the Contractor; dispose of these outside the project sue.
 - a. Do not dispose of removed materials to the general public by sale, gift or in any other manner at the Site.
 - b. These provisions shall not be construed as limiting or prohibiting sale or disposal of materials at the Site to duly licensed Contractors or material suppliers, provided materials are removed from the construction site by the Contractor.
 - 2. All removal of debris from the site including removal of inventory to site of storage, is part of this Contract and shall be done by Contractor's employees and no others.
- B. Protection:
 - 1. Erect and maintain temporary bracing, shoring, lights, barricades, except construction barricades for subsequent new construction, warning signs, and guards necessary to protect public, the District's employees, finishes, improvements to remain and adjoining property from damage, all in accordance with applicable regulations.
 - 2. Wet down areas affected by this work as required preventing dust and dirt from rising.
- C. Scheduling:
 - 1. Coordinate with the District in scheduling noisy or dirty work.
 - 2. Schedule work at the District's convenience to cause minimal interference with the District's normal operations.
 - 3. Jackhammering shall be coordinated with the District and College to minimize disturbance of classes.
- D. Traffic Circulations: Ensure minimum interference with roads, streets, driveways, sidewalks, and adjacent facilities.

1. Do not close or obstruct public thoroughfares without first obtaining the required permit or permission of the responsible jurisdiction.
2. Where closing of a vehicular or pedestrian traffic circulation route is necessary, provide adequate directional signs to minimize the potential for confusion.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas affected by work of this Section and verify following:
 1. Disconnection of utilities as required.
 2. That utilities serving occupied portions off the site will not be disturbed or that temporary utility services have been provided.
 3. Removal by the District of the District's personal property, movable furniture and equipment items not designated for relocation.
- B. Where existing conditions conflict with representations of the Construction Documents, notify the Project Manager and obtain clarifications. Do not perform work affecting the conflicting conditions until clarification of the conflict is received.

3.2 PREPARATION

- A. Verify that the area to be demolished or removed has been vacated, or adequate space made available to perform the work.
- B. Arrange for, and verify termination of utility services to include removing meters and capping of lines.
- C. Lay out cutting work at Job Site and coordinate with related work for which cutting is required.

3.3 DEMOLITION

- A. If confirmed or suspected hazardous materials are encountered during operations, stop operations immediately and notify the Project Manager.
- B. Perform work in accordance with ANSI A10.6-1969 unless otherwise noted.
- C. Provide noise and dust abatement as required to prevent contamination of adjacent areas.
 1. Remove all materials not designated as salvage, in their entirety.

2. Remove building foundations in their entirety, unless otherwise indicated on the plans.
- D. Concrete and Masonry:
 1. Demolish concrete and masonry in sections, less than 3 feet in any direction.
 2. Method of cutting shall be limited to saw cutting and torch.

3.4 CUTTING

- A. Make new openings neat.
- B. Do not cut or alter structural members and any utilities including appurtenances unless indicated to do so in the Construction Documents, or written approval is received from the Project Manager.
- C. Take care not to damage reinforcing or structural steel scheduled to remain in place.
- D. Concrete: Cut new openings in concrete by coring and saw cutting. Saw run-bys will not be permitted.

3.5 PREPARATION FOR NEW FINISH WORK

- A. Where demolished surfaces are scheduled to receive new finishes, Contractor shall restore such substrate to a condition ready to receive the scheduled new finishes, including grinding or leveling.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning of demolished materials off District's property in a legal manner and in accordance with all State and Local codes.

3.7 FIELD QUALITY CONTROL

- A. The Project Manager will accompany the Contractor before and after performance of work to observe physical condition of existing structures or improvements involved.

END OF SECTION 31 10 00

SECTION 31 23 33

TRENCHING, BACKFILLING AND COMPACTING

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide labor, material, equipment, and services necessary to complete the backfilling and compacting as necessary for this project. Section includes, but is not limited to:
 - 1. Select Backfill Material.
 - 2. Aggregate Base.
 - 3. Detectable Tape.
 - 4. Trench Excavation.
 - 5. Pipe Bedding.
 - 6. Trench Backfill.
 - 7. Trench Surfacing.

- B. Work specified in Related Sections:
 - 1. Section 31 10 00 – SITE PREPARATION
 - 2. Section 31 00 00 – EARTHWORK AND GRADING
 - 3. Section 33 10 00 – WATER SYSTEMS
 - 4. Section 33 30 00 – SANITARY SEWER
 - 5. Section 33 40 00 – STORM DRAINAGE

1.2 DEFINITIONS

- A. Engineered Fill:
 - 1. Soil or soil-rock material approved by Project Manager and transported to the site by the Contractor in order to raise grades or to backfill l. excavations.
 - 2. The District's Testing *Agency* will make sufficient tests and/or observations for the purpose of issuing a written statement that specification requirement. Request and review prior to start of work.
- B. On-site Material: Soil or earth material obtained from required on-site excavation.
- C. Excavation: Consist, of the removal of material encountered to sub-grade elevations and the re-use or disposal of materials removed.
- D. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below sub-base, drainage fill, or topsoil materials.
- E. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.
- F. Base Course: The layer placed between the sub-base and surface pavement in a paving system.

- G. Relative Compaction: In-place dry density of soil expressed as percentage of maximum dry density of same materials, as determined by laboratory test procedure
- H. American Society for Testing and Materials (ASTM) D1557.
Subgrade. The uppermost surface of an excavation or the top surface of a fill or backfill immediately below top soil, rock base course, or drainage fills.

1.3 SYSTEM DESCRIPTION

- A. Requirements:
 - 1. Comply with the recommendations of the Geotechnical Engineer.
 - 2. Protect existing trees to remain. No grading is permitted under the drip line of protected trees.
 - 3. Excavations for appurtenant structures, such as, but not limited to, manholes, transition structures, junction structure, vaults, valve boxes, catch basins, thrust blocks, and boring pits, shall be deemed to be in the category of trench excavation.
 - 4. Unless otherwise indicated in the Plans, all excavation for pipelines shall be open cut.

1.4 SUBMITTALS

- A. Comply with provisions of Section 01 32 19 – SUBMITTAL PROCEDURES.
- B. Submit description of compactors proposed for use when requesting placement of base material.

1.5 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. Comply with State of California Business and Transportation Agency, Department of Transportation (Caltrans) latest edition of "Standard Specifications." (CSS).
 - 2. Comply with State of California Code of Regulations (CCR).
 - 3. Comply with State of California Construction Safety Orders, Latest Edition (CAL/OSHA).
- B. Soil Testing:
 - 1. District to engage a geotechnical testing agency, to include compaction testing and for quality control testing during fill operations.
 - 2. Test results will be submitted to the Project Manager.
- C. Codes and Standards:
 - 1. Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.
 - 2. California Department of Transportation (CDT):
 - a. Section 19: Earthwork.
 - b. Standard Test Methods: No. 202.
 - 3. American Society for Testing and Materials (ASTM):
 - a. D1556: Density of Soil by the Sand Cone Method.
 - b. D1557: Moisture Density Relations of Soils and Soil-Aggregate Mixtures

1.6 DELIVERY, STORAGE AND HANDLING

- A. Protect materials before, during and after installation.
- B. Comply with provisions of Section 01 51 00 TEMPORARY FACILITIES AND CONTROLS where necessary to control dust and noise on and near the work caused by operations during construction activities.

1.7 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Protect existing storm drainage system from silt and debris resulting from construction activities. If contamination occurs, remove contamination at no cost to the District.
 - 2. Protect existing streams, ditches and storm drain inlets during work on this project.
- B. Barricade open excavations and post with warning lights.
 - 1. Comply with requirements of Section 01 51 00 TEMPORARY FACILITIES AND CONTROLS.
 - 2. Operate warning lights and barricades as required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations, from damages caused by settlement, lateral movement, undermining, washout, and other hazards.
- C. Protection of Subgrade: Do not allow equipment to pump or rut subgrade, stripped areas, footing excavations, or other areas prepared for project.
- D. Transport all excess soils materials by legally approved methods to disposal areas.
 - 1. Coordinate with the Project Manager.
 - 2. Any additional fill requirements shall be the responsibility of the Contractor.

1.8 EXISTING UTILITIES

- A. Locate existing underground utilities in the areas of work. For utilities that are to remain in place, provide adequate means of protection during excavation operations.
 - 1. Locating of existing underground utilities shall include but not be limited to potholing prior to the start of construction.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Project Manager, Facilities, and/or utility agency immediately for directions.
 - 1. Cooperate with the Project Manager and public and private utility companies in keeping their respective services and facilities in operation.
 - 2. Repair damaged utilities to the satisfaction of the agency with jurisdiction.
- C. Do not interrupt existing utilities serving facilities occupied and used by the District or others, except when permitted in writing by the Project Manager and then only after acceptable temporary utility services have been provided.

1.9 SEQUENCING AND SCHEDULING

- A. The sequence of operations shall be reviewed by the Project Manager prior to commencement of any work.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General:
1. Import materials will be subject to approval of the Geotechnical Engineer.
 2. For approval of imported fill material, notify the Project Manager at least 7 days in advance of intention to import material.

- B. Select backfill material shall be gravel, free of clay or organic matter and shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percentage Passing</u>
1 inch	100
¾ inch	90 – 100
No. 4	35 – 60
No. 200	2 – 9

- C. For gas pipe and fuel piping select backfill shall be clean, graded building sand conforming to the following gradation:

<u>Sieve Size</u>	<u>Percentage Passing</u>
1. No. 4	100
2. No. 200	0 - 5

- D. Water: Clean and free from deleterious amounts of acids, alkalis, salts and organic matter.

2.2 BURIED WARNING AND IDENTIFICATION TAPE

- A. Polyethylene plastic and metallic core or metallic-faced, acid- and alkali-resistant, polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 75 mm 3 inch minimum width, color coded as specified below for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording. Color and printing shall be permanent, unaffected by moisture or soil.

1. Warning Tape Color Codes.
Red: Electric.
Yellow: Gas, Oil; Dangerous Materials.
Orange: Telephone and Other Communications.

Blue: Water Systems.
Green: Sewer Systems.
White: Steam Systems.
Gray: Compressed Air.

2. Warning Tape for Metallic Piping: Acid and alkali-resistant polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of tape shall be 0.003 inch. Tape shall have a minimum strength of 1500 psi lengthwise, and 1250 psi crosswise, with a maximum 350 percent elongation.
3. Detectable Warning Tape for Non-Metallic Piping: Polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of the tape shall be 0.004 inch. Tape shall have a minimum strength of 1500 psi lengthwise and 1250 psi crosswise. Tape shall be manufactured with integral wires, foil backing, or other means of enabling detection by a metal detector when tape is buried up to 920 mm 3 feet deep. Encase metallic element of the tape in a protective jacket or provide with other means of corrosion protection.

2.3 DETECTION WIRE FOR NON-METALLIC PIPING

- A. Detection wire shall be insulated single strand, solid copper with a minimum of 12 AWG.

PART 3 – EXECUTION

3.1 GENERAL

- A. Prior to commencement of work, become thoroughly familiar with site conditions.
- B. In the event discrepancies are found, immediately notify the Project Manager in writing, indicating the nature and extent of differing conditions.
- C. Backfill excavations as promptly as work permits.
- D. Do not place engineered fill or backfill until rubbish and deleterious materials have been removed and areas have been approved by the Project Manager.
- E. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.
- F. In excavations, use satisfactory excavated or borrow material.
- G. Under grassed areas, use satisfactory excavated or borrows material.

3.2 COMPACTING

- A. Compact by power tamping, rolling or combinations thereof.
 1. Where impractical to use rollers in close proximity to walls, stairs, etc., compact by mechanical tamping.
 2. Scarify and re-compact any layer not attaining compaction until required density is obtained.

3.3 SITE PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, which are to remain, from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect existing storm drainage system from silt and debris resulting from construction activities. If contamination occurs, remove contamination at no cost to the District.

3.4 EXISTING UTILITIES

- A. Identify the location of existing utilities.
 - 1. Prior to trenching, the Contractor shall excavate at locations specifically indicated on the Plans, if any, and where new lines cross other utilities of uncertain depth and determine the elevation of the utility in question to ensure that the new line will clear the potential obstruction.
 - 2. The Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600 for assistance in locating existing utilities.
 - 3. If, after the excavation, a crossing utility does present an obstruction, then the line and grade of the new line will be adjusted as directed by the Project Manager to clear the utility.
- B. Protect all existing utilities to remain in operation.
- C. Movement of construction machinery and equipment over existing pipes and utilities during construction shall be at Contractor's risk.
- D. Excavation made with power-driven equipment is not permitted within 2 feet of any known utility or subsurface structure.
 - 1. Use hand or light equipment for excavating immediately adjacent to known utilities or for excavations exposing a utility or buried structure.
 - 2. Start hand or light equipment excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured.
 - 3. Support uncovered lines or other existing work affected by excavation until approval for backfill is obtained.
 - 4. Report damage of utility line or subsurface structures immediately to the Project Manager.
- E. Backfill trenches resulting from utility removal in lifts of 8 inches maximum.

3.5 TRENCH EXCAVATION

- A. General
 - 1. Excavation shall include removal of all water and materials that interfere with construction. The Contractor shall remove any water which may be encountered in the trench by pumping or other methods during the pipe laying, bedding and backfill operations. Material shall be sufficiently dry to permit approved jointing.
 - 2. Excavation shall include the construction and maintenance of bridges required for vehicular and pedestrian traffic, support for adjoining utilities.

3. The Contractor shall be responsible to safely direct vehicular and pedestrian traffic through or around his/her work area at all times.
4. The Contractor shall relocate, reconstruct, replace or repair, at his/her own expense, all improvements which are in the line of construction or which may be damaged, removed, disrupted or otherwise disturbed by the Contractor.

B. Existing Paving and Concrete:

1. Existing pavement over trench shall be saw cut, removed, and hauled away from the job. Existing pavement shall be neatly saw cut along the limits of excavations.
2. Existing concrete over the trench shall be saw cut to a full depth in straight lines either parallel to the curb or a right angle to the alignment of the sidewalk.
3. Boards or other suitable material shall be placed under equipment outrigging to prevent damage to paved surfaces.

C. Trench Width:

1. The maximum allowable trench widths at the top of the pipe shall be as follows:

Pipe Type	Trench Width (Maximum)
Copper	Outside diameter of barrel plus 18 inches
Plastic	"
Vitrified Clay	"
Ductile-Iron	"
Reinforced Concrete	"

 - a. The maximum trench width shall be inclusive of all shoring.
 - b. If the maximum trench width is exceeded, the State's representative may direct the Contractor to encase or cradle the pipe in concrete at no additional charge.
2. For pipes 3 inch diameter and larger, the free working space on each side of the pipe barrel shall not be less than 6 inches.

D. Open Trench:

1. The maximum length of open trench shall be 300 feet or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater. No trench shall be left open at the end of the day.
2. Provisions for trench crossings and free access shall be made at all street crossings, driveways, water gate valves, and fire hydrants.

E. Excavation Bracing:

1. The excavation shall be supported and excavation operations shall be conducted in accordance with the California Industrial Accident Commission and CAL/OSHA.
2. The Contractor shall, at his/her own expense, furnish, put in place, and maintain such sheeting and bracing as may be required to support the sides of all excavations (whether above or below the pipe grade), and to prevent any movement which could in any way diminish the required trench section or otherwise injure or delay the work. The sheeting and bracing shall be withdrawn in a manner such as to prevent any earth movement that might overload the pipe.

F. Excavated Material:

1. All excavated material not required for backfill shall be immediately removed and properly disposed of in a legal manner by the Contractor.
2. Material excavated in streets and roadways shall be laid alongside the trench no closer than 2 feet from the trench edge and kept trimmed to minimize inconvenience to public traffic.
3. Provisions shall be made whereby all storm and wastewater can flow uninterrupted in gutters or drainage channels.

3.6 PIPE BEDDING

A. Bedding Excavation: The trench shall be excavated below the grade of the pipe bottom to the following minimum depths:

<u>Pipe Type</u>	<u>Depth</u>
Copper	6 inch
Reinforced Concrete	6 inch
Plastic: 2 inch diameter and smaller	6 inch
Plastic: over 2 inch diameter	6 inch
Ductile Iron	6 inch

1. Stabilization of Trench Bottom: When the trench bottom is unstable due to wet or spongy foundation, trench bottom shall be stabilized with gravel or crushed rock. The State's inspector will determine the suitability of the trench bottom and the amount of gravel or crushed rock needed to stabilize a soft foundation. Soft material shall be removed and replaced with gravel or crushed rock as necessary.
2. Placement of Bedding Material: The trench bottom shall be cleaned to remove all loose native material prior to placing select backfill material. Sufficient select backfill material shall be placed in trench and tamped to bring trench bottom up to grade of the bottom of pipe. The relative compaction of tamped material shall be not less than 90 percent. It is the intention of these requirements to provide uniform bearing under the full length of pipe to a minimum width of 60 percent of the external diameter.

3.7 TRENCH BACKFILL

A. Initial Backfill:

1. Prior to trench backfill, the condition of the trench and laying of pipe must be inspected and approved by the Inspector of Record.
2. Select backfill material shall be used for initial backfill. After the pipe has been properly laid and inspected, select backfill material shall be placed on both sides of the pipe and compacted to final depth as follows:

<u>Pipe</u>	<u>Type</u>	<u>Depth</u>
Copper		12 inches above top of pipe

Plastic: less than 3 inches diameter	12 inches above top of pipe
Plastic: 3 inches diameter and larger	12 inches above top of pipe
Ductile Iron	12 inches above top of pipe
Reinforced Concrete	12 inches above top of pipe

3. Compaction: Initial backfill compaction shall be by mechanical means. The initial backfill material shall be hand tamped in layers not exceeding 4 inches in uncompacted depth and shall be brought up uniformly on both sides of the pipe to avoid bending or distortional stress. After hand tamping, the relative compaction of the initial backfill material shall be not less than 90 percent.
4. Pipe Detection: In trenches containing pressurized plastic pipes, tracer wire shall be placed directly above the pipe and shall be connected to all valves, existing exposed tracer wires, and other appurtenances as appropriate.

B. Subsequent Backfill:

1. Above the level of initial backfill, the trench shall be backfilled with non expansive native material from trench excavation or with imported select backfill material (Contractor's option). Subsequent backfill shall be free of vegetable matter, stones or lumps exceeding 3 inches in greatest dimension, and other unsatisfactory material. The Inspector of Record shall approve the backfill material prior to placement.
2. Subsequent backfill compaction shall be by mechanical means with backfill material placed in layers not exceeding 8 inches in loose depth. Each layer shall be thoroughly compacted before succeeding layers are placed. The use of machine tampers, except manually held types, shall not be permitted.
3. Subsequent backfill shall be compacted to a relative compaction of not less than 90 percent except the relative compaction shall not be less than 95 percent within 2'±1/2 feet of finished permanent surface grade or 1'±1/2 feet below the finished subgrade, whichever is greater.

C. Jetting and Ponding:

1. Jetting of trench backfill is not permitted.

D. Compaction Testing:

1. Compaction testing shall be in accordance with California Test Method ASTM D1556 or D1557.

3.8 TRENCH SURFACING

A. Unpaved Areas:

1. In unimproved areas, the trench surface shall be restored to its original condition. No mounds of earth shall be left along the trench. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
2. Where completed compacted areas are disturbed by subsequent construction operation or adverse weather, scarify surface, reshape, compact to required density and provide other corrective work, including retesting, prior to further construction.

B. Temporary Surfacing:

1. Temporary surfacing shall be a minimum of 2 inches of cutback asphalt on 10 inches of Class 2 aggregate base and shall be placed at all trench locations subject to vehicular or pedestrian traffic.
2. Temporary surfacing shall be laid within one day after backfilling (except where the Contractor elects to place permanent surfacing within this time period).
3. Before the trenching area is opened for traffic, all excess dirt, rock, and debris shall be removed, the street surface shall be swept clean and the pavement shall be washed down with a water truck and pressure nozzle.
4. Temporary surfacing shall be maintained to prevent the occurrence of mudholes and prevent the surface from settling below 1 inch or rising more than 1 inch from the existing pavement grade.

3.9 FILL AND COMPACTING

A. General Requirements:

1. Backfill excavations as promptly as work permits.
2. Do not place Engineered fill or backfill until rubbish and deleterious materials have been removed and areas have been approved by the Project Manager.
3. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.
4. In excavations, use satisfactory excavated or borrow material.
5. Under grassed areas, use satisfactory excavated or borrow material.

B. After subgrade compaction meets the criteria established in the documents, spread the Engineered fill materials in 6 to 8 inch loose lifts and uniformly mixed during the spreading operation.

1. Bring non-expansive fill materials to or slightly above the optimum moisture content and compacted to at least 85 percent of the maximum laboratory dry density, per ASTM D1557.
2. Bring non-expansive aggregate fill materials to or slightly above the optimum moisture content and compacted to at least 95 percent of the maximum laboratory dry density, per ASTM D1557.
3. Do not compact the top 12 inches of soil in the planting areas.
4. Fill sections greater than 5 feet in depth shall be compacted to at least 95 percent.

C. Repeat compaction procedure until proper grade is attained.

- D. Rocks generated during site earthwork may be used in fill when conforming to material specifications.

3.10 MOISTURE CONTROL

- A. Do not resume operations until moisture content and fill density are satisfactory to the Inspector.

3.11 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Testing Services: Allow testing agency to test each backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
- B. When testing agency reports that backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.

3.12 PROTECTION

- A. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operation or adverse weather, scarify surface, reshape, compact to required density and provide other corrective work, including retesting, prior to further construction.

3.13 CLEAN-UP

- A. Remove all debris, equipment, tools and materials upon completion prior to final inspections to the satisfactions of the Project Manager.
- B. In unpaved areas without landscaping, cover with straw erosion control blanket. Follow manufacturer's recommendations for installation. Provide and place straw wattles or biodegradable fiber logs across the slope at the midpoint and along the downhill edge of site. No soil is to be left uncovered at the completion of construction.

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SECTION 32 10 00

DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide labor, material, and equipment required for demolishing, cutting, removing and disposing of existing construction as designated or required to provide for new work.
- B. Coordinate all work with capping or sealing of existing utilities.
- C. Related Sections:
 - 1. Section 31 10 00 – SITE PREPARATION
 - 2. Section 31 00 00 – EARTHWORK AND GRADING
 - 3. Section 31 23 33 – TRENCHING, BACKFILLING, AND COMPACTING

1.2 SUBMITTALS

- A. Comply with requirements of the SUBMITTAL PROCEDURES and GENERAL CONDITIONS.

1.3 QUALITY ASSURANCE

- A. Comply with the following Standards: American National Standards Institute, Inc. "American National Standard Safety Requirements for Demolition" (ANSI A10.6 and A10.8).
- B. Regulatory Agencies:
 - 1. Comply with rules and regulations of State of California, California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Subchapter 4, "Construction Safety Order."
 - 2. Comply with applicable local and state agencies having jurisdiction.
 - 3. Comply with governing EPA notification regulations.
 - 4. Comply with applicable state and local regulations regarding dust and noise mitigation during construction.
- C. Secure all required Permits or Certificates for demolition prior to beginning the work.

1.4 PROJECT CONDITIONS

- A. District assumes no responsibility for actual condition of the site to be altered.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by District as far as practical.
- B. Disposal of Existing Improvement.
 - 2. All materials removed shall become the property of the Contractor; dispose of these materials outside the project site.
 - a. Do not dispose of removed materials to the general public by sale, gift or in any other manner at the project site.
 - b. These provisions shall not be construed as limiting or prohibiting sale or disposal of such materials at the Site to duly licensed Contractors or material suppliers, provided materials are removed from construction site by the Contractor.
 - 3. All removal of debris from the site, including removal of inventory to site of storage, is part of this Contract and shall be done by Contractor's employees and no others.
- C. Protection:
 - 1. Erect and maintain temporary barricades, except construction barricades for subsequent new construction, warning signs as necessary to protect public, the District's employees, adjacent improvements to remain, and adjoining property from damage, all in accordance with applicable regulations.
 - 2. Wet down areas affected by this work as required to prevent dust and dirt from rising.
- D. Scheduling:
 - 1. Coordinate with the Project Manager in scheduling noisy or dirty work.
 - 2. The Project Manager will supply a schedule of days on which no construction will be allowed.
 - 3. Contractor shall take College schedule into consideration during construction.
 - 4. Coordinate and schedule temporary water shut-downs and temporary water service with the Project Manager, Facilities, and the Water Department, and the Fire Department.
- E. Traffic Circulations: Ensure minimum interference with roads, streets, driveways, sidewalks, and adjacent facilities.
 - 1. Minimize obstruction to thoroughfares by first obtaining the required approval or permission of the responsible jurisdiction.
 - 2. Where closing of a vehicular traffic circulation route is necessary, provide adequate directional signs to minimize the potential for confusion. Provide access at all times for emergency vehicles.
- F. Safety:
 - 1. The Contractor shall take all necessary precautions to eliminate the exposure of workers, students, staff, and the public to asbestos fibers, including but not limited to: dust control measures and measures included in Sections 93106 and 93105 of California Code of Regulations, Title 17.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Where existing conditions conflict with representations of the Construction Documents, notify the Project Manager and obtain clarifications. Do not perform work affecting the conflicting conditions until clarification of the conflict is received.

3.2 PREPARATION

- A. Verify that the area to be demolished or removed has been vacated, and adequate space has been made available to perform the work.
- B. Lay out saw cutting and coordinate with related work for which saw cutting is required.
- C. Contractor shall coordinate and arrange the shut down of utilities serving the site with Facilities, the Fire Department, Utility Agencies, and the SCCD Project Manager.

3.3 DEMOLITION

- A. If known or suspected hazardous materials are encountered during operations, stop operations immediately and notify the Project Manager. For Abatement, work for Demolition shall be coordinated through Contractor to ensure all appropriate measures are in place to work to proceed once abatement is complete.
- B. Perform work in accordance with ANSI A10.6-1969 unless otherwise noted.
- C. Provide noise and dust abatement as required to prevent contamination of adjacent areas.
- D. Remove all materials not designated as salvage, in their entirety.
- E. If unknown items such as human remains are encountered during operations, stop operations immediately and notify the Project Manager.
- F. The Project Manager will provide a list of any items to be stockpiled for future use. Stockpile location will be a site on campus determined by the Project Manager.

3.4 SAW CUTTING

- A. Make new openings neat.
- B. Take care not to damage existing AC pavement/Concrete to remain in place.

3.5 DISPOSAL OF DEMOLITION MATERIALS:

- A. Promptly and legally dispose of all demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning of demolished materials is prohibited.

3.6 UTILITY REMOVAL:

- A. Coordinate with Utility Location services for all utilities in Project Area prior to demolition. Clearly mark all utilities to remain. See Electrical documents for additional coordination.
- B. Where utility removal is shown on the plans or required for construction, excavate to expose existing utility, demolish and remove the section of pipe or conduit. Cap section of pipe or conduit to remain. Mark end of utility with 12" piece of #4 rebar.
- C. Included in demolition are any appurtenances, including but not limited to valves, valve boxes, and irrigation system components.
- D. Backfill trench in accordance with requirements of Section 31 00 00 – EARTHWORK AND GRADING

3.7 FIELD OF QUALITY CONTROL:

- A. The Project Manager will accompany the Contractor before and after performance of work to observe physical condition of existing structures or improvements involved.

END OF SECTION 32 10 00

SECTION 32 12 33

PAVING AND SURFACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes (but is not necessarily limited to):
 - 1. Concrete Paving
 - 2. Aggregate Base installation.
- B. Related work furnished under other sections but conforming to the provisions of this section:
 - 1. Subgrade preparation
 - 2. Aggregate Base installation.
- C. Related Sections:
 - 1. Section 32 00 00 – DEMOLITION
 - 2. Section 31 17 23 - PAVEMENT MARKING.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. A615: Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - 2. C150: Portland Cement.
 - 3. D1557: Moisture Unit Weight Relations of Soils and Aggregate Mixtures Using a 10 lb. (4.5 kg) Rammer and 18 in. (457 mm) Drop.
- B. California Code of Regulations (CCR): Title 24, Chapter 2-71, Site development Requirements for Handicapped Accessibility.
- C. California Department of Transportation (C.D.T.):
 - 1. Standard Specifications:
 - a. Section 26 Aggregate Bases.
 - b. Section 37 Bituminous Seals.
 - c. Section 39 Asphalt Concrete.
 - d. Section 51 Concrete Structures.
 - e. Section 52 Reinforcement.
 - f. Section 73 Concrete Curbs and Sidewalks.
 - g. Section 90 Portland Cement Concrete.
- D. Institute of Transportation Engineers: Transportation and Traffic Engineering Handbook.

1.3 SUBMITTALS

- A. Requirements: Refer to Section SUBMITTAL PROCEDURES
- B. Concrete Paving: The Contractor shall furnish mill test reports on the cement, reinforcement bars, and aggregates, showing compliance with the respective specifications. The Testing Engineer may make concrete test cylinders and slump tests as deemed necessary to determine compliance with the Specifications.

1.4 GENERAL DESIGN CRITERIA

- A. Walks and Paths: Concrete exterior slabs (walks, terraces, etc.) shall have a pitch of at least 1 percent to drain.

PART 2 - PRODUCTS

2.1 PAVING MATERIALS

- A. Aggregate Base: Aggregate base shall conform to Caltrans Class 2 (R value 78 min) aggregate base, 3/4" maximum size, as specified in Section 26 of the C.D.T. Standard Specifications.
- B. Portland Cement Concrete:
 - 1. Concrete shall be Class A concrete conforming to Section 90 of the C.D.T. Standard Specifications.
 - 2. Cement shall be Type II cement conforming to ASTM C150 as modified by Section 90 of the C.D.T. Standard Specifications.
 - 3. Aggregate shall be 3/4-inch maximum size conforming to Section 90 of the C.D.T. Standard Specifications.
 - 4. Water shall be potable and free of organic matter and injurious amounts of oil, acid, alkali, or other deleterious substances.
 - 5. Reinforcing bars shall be deformed and shall conform to ASTM A615.
 - 6. Filled joints, unless noted otherwise on the Drawings, shall be 1/4-inch thick, the full depth of the concrete section and conforming to Section 51 of the C.D.T. Standard Specifications.
 - 7. Joint filler shall conform to Section 51 of the C.D.T. Standard Specifications for pre-molded expansion joint filler and expanded polystyrene joint filler.
 - 8. No admixtures will be allowed without prior approval of the Project Manager/District.
- B. Pavement Reinforcement Fabric:
Pavement reinforcement fabric shall

meet Caltrans Section 88-1.02, BP
Petromat or approved equivalent.

- C. Crack Sealant:
 - 1. Crack sealant shall be rubberized hot-pour type and shall meet ASTM D 3405, Husky 1611 or approved equivalent.
- D. Tack coat: Tack coat shall meet Caltrans Section 39-4.02.
- E. Pavement reinforcement mesh: Pavement reinforcement mesh for use in Type 2 Overlay shall be Glasgrid Model 8501 or approved equivalent.
- F. Structural geotextile fabric: Structural geotextile fabric shall be Mirafi 500X or approved equivalent.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Subgrade and Aggregate Base:
 - 1. Prepare a subgrade and over excavation paragraph reference 3.4 of Section 31 00 00-EARTHWORK AND GRADING.
 - 2. Aggregate base shall be compacted to 95 percent ASTM D1557. Sections 26-1.04B and 261.05 of the C.D.T. Standard Specifications shall apply.
 - 3. Soil sterilant shall be applied to prepared subgrade or after installation of rock or aggregate base uniformly at the rate recommended by the manufacturer.
- B. Crack Sealing:
 - 1. Before sealing, cracks shall be cleared of dirt, dust, and all other deleterious materials to a depth of 1/4-inch to 1/2-inch.
 - 2. Cracks 1/8-inch in width and greater shall be sealed.
 - 3. Application of crack sealer shall be in accordance with the manufacturer's recommendations unless otherwise directed.

3.2 CONCRETE CONSTRUCTION

- A. General:
 - 1. Asphalt concrete shall be proportioned, mixed, placed, spread, and compacted in conformance with Section 39 of the C.D.T. Standard Specifications.
 - 2. Construction of concrete substructures shall conform to applicable provisions of Section 51 of the C.D.T. Standard Specifications. Unless noted otherwise in the Specifications, all exposed surfaces of structure shall have Class 1 surface finish or finished to match existing adjacent paving.
 - 3. No pigment shall be used in curing compounds for construction of concrete curbs, gutters, and structures.

4. All work shall be subject to field inspection. No concrete shall be placed until the Project Manager has approved the forms and reinforcements.
5. Expansion joints on curbs and gutters shall be placed 20 feet on centers, adjacent to structure, and at all returns, and shall be filled with joist filler. Control joints shall be formed 10 feet on centers. The score shall 1-inch deep minimum.
6. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall it be dropped freely more than 6 feet. Spouts, elephant trunks, or other approved means shall be used to prevent segregation.

3.3 FIELD QUALITY CONTROL

- A. Concrete Paving:
1. The specified thickness of the finished pavement shall be the minimum acceptable.
 2. Conforms shall form a smooth, pond-free transition between existing and new pavement.
 3. Depressions in paving between high spots are not to exceed 1/8-inch when measured below a 10 feet long straight edged placed anywhere on surface in any direction.
 4. The finished pavement shall have positive drainage without ponding.

3.4 CLEANUP

- A. General:
1. Surplus material remaining upon completion of paving operations shall become the property of the Contractor, to be removed from the work site and disposed of in a lawful manner.
 2. Surfaces shall be left in a clean, neat, and workmanlike condition, and all construction waste, rubbish, and debris shall be removed from the work site and disposed of in a lawful manner.

END OF SECTION 32 31 13

SECTION 32 13 13

CONCRETE PAVING

PART 1 - GENERAL

1.1 SCOPE

- A. Provide all labor, equipment, and materials to accomplish the following:
 - 1. All concrete paving and curbs, including aggregate base.
 - 2. All forms, reinforcing, and miscellaneous items.
 - 3. Color and finish.

1.2 RELATED SECTIONS

- A. Section 31 10 00 – Earthwork and Grading
- B. Section 03 10 00 – Concrete Formwork
- C. Section 03 35 00 – Concrete Finishes
- D. Section 31 23 33 – Trenching, Backfilling and Compaction
- E. Section 32 12 33 – Paving and Surfacing

1.3 STANDARDS/SUBMITTALS

- A. Project soils report will be provided by the Owner and paving design shall conform to the recommendations contained in the soils report. If none are provided for non-structural concrete, Contractor shall assume default of bearing capacity of 1500PSF.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- D. Unless otherwise shown or specified all materials and methods shall conform to the appropriate current sections of:
 - 1. The State of California, Department of Transportation (CALTRANS), Standard Specifications (DTSS).

2. Applicable ASTM Specifications.
 3. Solano Community College District – Product Specifications.
- E. SUBMITTALS
1. Product Data: For each type of product indicated.
 2. Design Mixtures: For each concrete mixture.
 3. Shop Drawings: For steel reinforcement.
 4. Material certificates.

1.4 TOLERANCES

- A. Subgrade and Sub-base Tolerance: Tolerances for subgrade and sub-base shall be as specified by DTSS. Provide full specified depth of aggregate base and concrete as shown.
- B. Surface Tolerance: For finished paving surfaces, no more than 6 mm (1/4") variance when measured with a 10-foot metal straightedge. For face and top of walls, no more than 3 mm (1/8") variance when measured with a 3-meter (10-foot) straightedge. Correct "birdbaths" and other irregularities to the satisfaction of the Owner's Representative. If necessary, remove and replace unsatisfactory work.

1.5 QUALITY CONTROL

- A. Qualifications of Workers: Contractor shall demonstrate to the satisfaction of the Owner's Representative that all people employed for this portion of the work by contractor and /or subcontractor, including laborers as well as job foreman, possess substantial experience and skill in performance of all aspects of placement and finishing concrete. Insofar as possible, the same workers shall be present from start to finish.
- B. Sample Concrete Finishes: For each concrete finish or color, a 4-foot-square sample shall be poured and finished, including edge treatment, at the site for approval of the Owner's Representative prior to beginning concrete work. Owner reserves the right to change color based on review of sample. Contractor shall meet or exceed the quality of the approved finish in all subsequent work. Contractor shall remove the sample at completion of the work.
- C. Testing: Samples of the work may be taken for testing by a qualified laboratory, when determined necessary by the Owner's Representative. Costs of the initial test will be paid by the Owner's Representative; retesting shall be paid for by the Contractor. Should tests show that concrete is below specified strength, Contractor shall remove and replace all such concrete to the satisfaction of, and at no expense to the Owner's Representative.

1.6 JOB CONDITIONS

- A. Weather Limitations: Place concrete only when atmospheric temperature is above 8 degrees C [40 degrees F], when rain is not expected, and the base is dry.
- B. Grade Control: Establish the required lines and grades prior to construction, and maintain during construction operations.

1.7 INSPECTION

- A. Notify the Owner's Representative three (3) days in advance to review installed work prior to beginning the next phase. Review shall be called for at the following stages:
1. After preparation of subgrade, prior to placing aggregate base.
 2. After placement and compaction of aggregate base.
 3. After installation of forms and reinforcement, prior to placing concrete.
 4. To witness the pour and finishing operations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Forms and Reinforcing
1. Forms: Either steel or wood, of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use forms that are straight and free of distortion and defects.
 2. Use flexible spring-steel forms or laminated boards to form radius bends as required.
 3. Coat forms with a non-staining form release agent that will not discolor or deface the surface of the concrete.
 4. Reinforcing Bars and Dowels: Contractor to provide as basis of design. Use deformed steel bars, ASTM A615, Grade 40, unless otherwise shown at 18" OC each way, unless otherwise noted. See 032510 for doweling into adjacent concrete slabs
 5. Wire Mesh: ASTM A185, 6" x 6" 10/10 mesh (where indicated on documents).
- B. Aggregate Base: Class 2, 20 mm (3/4") maximum size, in accordance with DTSS.
- C. Concrete: All slabs, steps, curbs, gutters, and walls shall be Class A conforming to DTSS, Section 90.
1. Portland Cement: Type II modified conforming to ASTM C-150.
 - a. Fly Ash: ASTM C618, Type C or Type F. Limit use of fly ash to not exceed 25% of cement content by weight.
 2. Aggregate: Maximum size 20 mm (3/4") Free of materials with deleterious reactivity to alkali in cement.

- D. Retarding Admixture: ASTM C 494/C 494M, Type B.

- E. Expansion Joints: 10mm (3/8") premolded asphalt saturated felt expansion joint filler in accordance with ASTM D1751. Joints to have backer rod and be sealed with Sikaflex caulking

- F. Cleaning Agents: 10% muriatic acid

- G. Mix Design: Shall conform to the American Concrete Institute (ACI) Manual of Concrete Practice and PCA "Design and Control of Concrete Mixtures." Compressive strength shall be 20 MPa (2500 psi) at 28 days; maximum slump: 100 mm (4").

- H. Color/Finish. Shall match existing concrete, ensure that slip coefficient is not exceeded for exterior use. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

2.2 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.
 - 1. When air temperature is between **85 and 90 deg F** reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above **90 deg F** reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify that the sub-base is properly compacted and at suitable grade for receiving aggregate base. Clear area to be paved of all debris and organic material. Recompact and regrade as necessary to place aggregate base.

- B. Take all steps necessary for protection of existing improvements before and during construction. As the concrete is being placed, take extreme care not to discolor or damage adjacent surfaces or other installed work. If damage occurs, repair same, and if satisfactory repair can not be made, remove and replace the section as directed, at Contractor's expense.

- C. Dispose of all excavated material offsite, unless directed otherwise. If suitable as fill material, it may be utilized on site, subject to approval of the Owner's Representative.

- D. Formwork and Reinforcement

1. Assure that excavations and formwork are completed. Make forms true to line and grade, thoroughly braced and mortar tight. Wavy edges or uneven surfaces will not be accepted. Surfaces shall be even and dense.
2. Check completed formwork for grade and alignment to the following tolerances:
 - a. Top of Form Units: Not more than 1/8 inch in 10 feet.
 - b. Vertical Face: Longitudinal axis not more than 1/4" in 10 feet.
3. Check that reinforcement is secured in place with proper clearances. Prevent movement of reinforcement and other items during placement of concrete. Coordinate with other trades for timely installation of their work.
4. Verify that expansion joint material, anchors and other embedded items are secured in position.
5. Notify the Owner's Representative to review formwork and reinforcement prior to placing concrete.
6. Aggregate Base Course: Spread, shape and compact all aggregate base to not less than 95% of maximum density.

3.2 INSTALLATION

- A. General: Install all work in conformance with applicable sections of DTSS unless noted otherwise on Plans.
- B. Joints
 1. General: Construct expansion, control (contraction) and construction joints true to line with face perpendicular to surface of the concrete, unless otherwise shown. Construct transverse joints at right angles to the centerline, unless otherwise shown.
 2. When joining adjacent structures, place transverse joints to align with previously placed joints, unless otherwise shown.
- C. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, and other fixed objects.
- D. Deep Joints/ Control (Contraction) Joints: Provide control (contraction) joints, sectioning concrete into areas as shown on drawings. Construct control joints for a depth equal to at least one quarter of concrete by grooving top portion with an appropriate cutting tool and finishing edges with a jointer.
- E. Construction Joints: Place construction joints at the end of all pours and at locations where placement operations are stopped for a period of more than 1/2 hour, except where such pours terminate at expansion joints.

- F. Scorelines: Sawcut scorelines in locations shown on Drawings per Construction Details in Drawings.

3.3 FINISHING

- A. Finish concrete paving as specified in Section 03350 Concrete Finishes.

3.4 CURING

- A. Cure finished concrete no less than seven (7) days in accordance with applicable portions of Cast-in-Place Concrete - Section 03300.

3.5 REPLACEMENT

- A. Defects in concrete that cannot be repaired to the satisfaction of the Owner's Representative shall be removed and replaced at Contractor's expense.
- B. Remove and replace (R&R), when directed by the Owner's Representative, all surfaces which show excessive shrinkage cracks, spalling, or other defects in workmanship.

END OF SECTION 32 13 13

SECTION 32 17 23

PAVEMENT MARKING

PART 1 – GENERAL

1.1 SUMMARY:

- A. Provide requirements for materials, fabrications, and installation of traffic control and pavement markings.

1.2 SUBMITTALS:

- A. Submit manufacturer's product data describing application of products and compliance with VOC requirements.
- B. Shop Drawings: Show complete layout and location of pavement markings prior to demolition or obliteration of the existing markings.
- C. Submit samples as follows:
 1. Traffic paint.
 2. Pavement markers and adhesives.
 3. Reflectorized markers and posts.

1.3 DELIVERY, STORAGE AND HANDLING:

- A. Comply with Division 1 requirements, specifications, and the Project Manager.
- B. Deliver and store packaged products in original containers with seals unbroken and labels intact until time of installation.
- C. Provide proper facilities for handling and storage of products to prevent damage. Where necessary, stack products off ground on level platform, fully protected from weather.

PART 2 – PRODUCTS

2.1 MATERIALS:

- A. Traffic Marking and Symbol Paint: Water Born, Fast Dry, Traffic Paint distributed by Fuller O'Brien Corp. D.J. Simpson (#108-273, White); (#108-280, Blue); or approved equivalent.
- B. Handicapped Symbol Background Paint: Blue Color. Glidden Co. "Glid Guard Lifemaster Finish No. 5200 /series, Color 1/M 79", or approved equivalent.
- C. Thermoplastic Stripes and Markings:
 1. Thermoplastic stripes and markings shall be hot applied conforming to CSS Section 84 and shall be Cataphote Catatherm brand, Pavemark thermoplastic brand, or approved equal.
 2. Thermoplastic stripes and markings shall have a minimum skid friction value of BPN 35.

- D. Pavement Markers and Adhesives:
 - 3. Fire hydrant pavement markers shall be two way retroreflective "Blue" markers and shall conform to the applicable requirements of CSS Section 85.
 - 4. Adhesive for pavement markers shall be standard set epoxy adhesive conforming to the requirements of CSS Section 95-2.05.

PART 3 – EXECUTION

3.1 INSPECTION:

- A. Examine receiving surfaces and verify that surfaces are clean and proper for installation.
- B. Do not start work until unsatisfactory conditions have been corrected.

3.2 APPLICATION:

- A. Preparation:
 - 1. Clean and prepare surfaces to receive traffic paint in accordance with CSS Section 84-3.05 and these special provisions. Where required, remove existing striping and markings by wet blasting or equivalent method. Do not use dry sandblasting or other dust producing methods.
- B. Traffic Paint:
 - 1. Traffic paint shall be machine applied in accordance with CSS Section 84-3.04.
- C. Striping Layout:
 - 1. Traffic stripe shall be single and double, solid and broken, and of the color to match existing conditions.
 - 2. Traffic striping shall be placed in patterns to match existing conditions, contractor shall document.
- D. Thermoplastic Stripes and Markings:
 - 1. Thermoplastic stripes and markings shall be applied hot in conformance with manufacturer's recommended instructions and the applicable requirements of CSS Section 84-2.06.
- E. Pavement Markers:
 - 1. Blue pavement markers shall be installed to delineate the location of fire hydrants along campus roads or as shown on plans. No markers shall be installed until the surface has been approved by the Project Manager and until at least 10 days after the slurry seal on asphalt concrete has been placed. Place markers in accordance with CSS Section 85-1.06.
- F. Apply marking paint in accordance with approved manufacturer's recommendations.
- G. Density of paint coverage shall hide color and texture of substate.
- H. Parking Stripes: Paint four inches wide unless otherwise noted.
- I. Symbol Marking: Paint to match existing conditions.

3. 3 CLEANING AND PROTECTION:

- A. Comply with requirements of Section CLEANING.
- B. Upon completion of work, remove surplus materials and rubbish and clean off spilled or splattered paint resulting from this work.
- C. Permit no surface traffic until pavement and symbol marking has dried thoroughly.

END OF SECTION 32 17 23

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SECTION 32 17 26

TACTILE WARNING SURFACE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast in Place detectable warning tiles.
 - 2. Cast in Place Replaceable detectable warning tiles.
 - 3. Surface Applied detectable warning tiles.
- B. Related requirements:
 - 1. Section 321313 "Concrete Paving" for concrete walkways serving as substrates for tactile warning surfaces.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product, submit manufacturer's literature describing products.
- B. LEED Submittals:
 - 1. Product Certificates: For products and materials required to comply with requirements for regional materials, certificates indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating distance to Project, cost for each regional material, and fraction by weight that is considered regional.
- C. Shop Drawings: For each type of tactile warning surface.
 - 1. Submit standard manufacturer shop drawings showing all pertinent characteristics, including profile, sound on cane contact amplification feature, and installation methods.
- D. Samples for Verification:
 - 1. Submit two (2) tactile warning surface samples minimum 8 inch x 8 inch (203 mm x 203 mm) of the kind proposed for use.
 - 2. Samples shall be properly labeled and shall contain the following information: Name of Project, Submitted by, Date of Submittal, Manufacturer's Name, and Catalog Number.

1.3 INFORMATION SUBMITTAL

- A. Material Test Reports:
1. Submit current test reports from qualified, accredited independent testing laboratory in accordance with ASTM guidelines and indicating that materials proposed for use are in compliance with specification requirements and the meet properties indicated.

1.4 CLOSEOUT MATERIAL

- A. Maintenance Data: For tactile warning surfacing, to include in maintenance manuals.
1. Maintenance Instructions: Include copies of manufacturer's specified maintenance practices for each type of tactile warning surface tiles and accessories.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced installer, certified in writing by tactile warning surface manufacturer, who has successfully completed tactile warning surface installations similar in material, design, and extent to work in project.

1.6 PROJECT CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations for Adhesive Application:
1. Apply adhesive only when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (2 deg C) for 12 hours immediately before application. Do not apply when substrate is wet or contains excessive moisture.
- C. Weather Limitations for Mortar and Grout:
1. Cold-Weather Requirements: Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
 2. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602. Provide artificial shade and windbreaks, and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and higher.

- a. When ambient temperature exceeds 100 deg F (38 deg C), or when wind velocity exceeds 8 mph (13 km/h) and ambient temperature exceeds 90 deg F (32 deg C), set unit pavers within 1 minute of spreading setting-bed mortar.

1.7 WARRANTY

- A. Warranty: Manufacturer agrees to repair or replace components of tactile warning surfaces that fail in materials within specified warranty period.
 1. Warranty includes: manufacturing defects, breakage, and deformation.
 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

- A. Accessibility Requirements: Comply with applicable provisions in [**the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities**] [**ICC A117.1**] [**and**] [**Public Right of Way Accessibility Guidelines, July 23, 2011**] for tactile warning surfaces.
 1. For tactile warning surfaces composed of multiple units, provide units that when installed provide consistent side-to-side and end-to-end dome spacing that complies with requirements.
- B. Source Limitations: Obtain each type of tactile warning surfacing[, **joint material**] [, **setting material**] [, **anchor**] [, **and**] [**fastener**] from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 PERFORMANCE REQUIREMENTS

- A. Compliance: Tactile Warning Tiles.
 1. Compliant with ADAAG, PROWAG, and CATitle 24 requirements.
 2. Compliant with Division of the State Architect IR 11B-3 (1/26/05) and IR 11B-4 (1/01/11).
- B. Test Criteria: Meet or exceed the following test criteria, using the most current test methods.
 1. Water Absorption: Not to exceed 0.20 percent, when tested in accordance with ASTM D 570.

2. Slip Resistance: 0.80 minimum combined wet/dry static coefficient of friction, when tested in accordance with ASTM D 695.
3. Compressive Strength: 25,000 psi (172,370 kPa) minimum, when tested in accordance with ASTM C 1028.
4. Tensile Strength: 10,000 psi (68,948 kPa) minimum, when tested in accordance with ASTM D 638.
5. Flexural Strength: 25,000 psi (172,370 kPa) minimum, when tested in accordance with ASTM D 790.
6. Chemical Stain Resistance: No reaction to 1 percent hydrochloric acid, motor oil, calcium chloride, gum, soap solution, bleach, and antifreeze, when tested in accordance with ASTM D 543.
7. Abrasion Resistance: 300 minimum, when tested in accordance with ASTM C 501.
8. Flame Spread: 25 maximum, when tested in accordance with ASTM E 84.
9. Accelerated Weathering: ΔE less than 5.0 at 2,000 hours minimum exposure, when tested by ASTM G 155 or ASTM G 151.
10. AASTHO_H20 Load Bearing Test: No damage at 16,000 pounds (7257.5 kg) loading.
11. Salt and Spray Performance: No deterioration or other defects after 200 hour of exposure, when tested in accordance with ASTM B 117.

2.3 DETECTABLE WARNING TILES

- A. Cast in Place Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles configured for setting flush in new concrete walkway surfaces, ramps, or new construction with slip-resistant surface treatment on domes and field of tile. Cast in Place Tiles have a 1/4 inch (6 mm) nominal thickness and feature embedment ribs 3 inches (76 mm) on center through entire length of tile.

1. Basis-of-Design Product: Subject to compliance with requirements, provide ADA Solutions, Inc.; Cast in Place Detectable Warning Tile or comparable product by one of the following:
 - a. Armorcast Products Co.
 - b. Detectile, Inc.
 - c. Or Equal
2. Material: Homogeneous glass and carbon composite material which is colorfast and UV stable.
3. Color: Uniform throughout, and not reliant on any type of paint coating to achieve color stability.
4. Shapes and Sizes:
 - a. Match existing on campus.
5. Mounting:

- a. Permanently embedded detectable warning tile wet-set into freshly poured concrete.
- B. Cast in Place Replaceable Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles configured for setting flush in new concrete walkway surfaces, ramps, or new construction applications, shall have slip-resistant surface treatment on domes and field of tile.
1. Basis-of-Design Product: Subject to compliance with requirements, provide ADA Solutions, Inc.; Cast in Place Replaceable Detectable Warning Tile or comparable product by one of the following:
 - a. Armorcast Products Co.
 - b. Detectile, Inc.
 - c. **<Insert manufacturer's name>**.
 2. Material: Homogeneous glass and carbon composite which is colorfast and UV stable.
 3. Color: Uniform throughout, and not reliant on any type of paint coating to achieve color stability.
 4. Shapes and Sizes:
 - a. Match existing on Campus
 5. Mounting:
 - a. Replaceable, fully assembled, detectable warning tile wet-set into freshly poured concrete.
- C. Surface Applied Detectable Warning Tiles: Truncated-dome detectable warning for surface application on existing concrete walkway surfaces, with slip-resistant surface treatment on domes; large perimeter beveled edges for smooth transition, secured with color matched fasteners, and structural adhesive. Surface Applied tiles are **3/16 inch (4.76 mm)** thick with beveled edges.
1. Basis-of-Design Product: Subject to compliance with requirements, provide ADA Solutions, Inc.; Surface Applied Detectable Warning Tiles or comparable product by one of the following:
 - a. Armorcast Products Co.
 - b. **<Insert manufacturer's name>**.
 2. Material: Homogeneous glass and carbon composite material which is colorfast and UV stable.
 3. Color: Uniform throughout, and not reliant on any type of paint coating to achieve color stability.

4. Shapes and Sizes:
 - a. Match existing on campus.
5. Mounting: Adhered and fastened to existing concrete substrate.

2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of tactile warning surfaces, noncorrosive and compatible with each material joined, and complying with the following:
 1. Furnish color appropriate nylon sleeve, stainless-steel fasteners for exterior use.
 2. Fastener Heads: For nonstructural connections, use flathead or oval countersunk screws and bolts with tamper-resistant heads, colored to match tile.
- B. Adhesive: As recommended by manufacturer for adhering tactile warning surfacing unit to substrate.
- C. Sealant: As recommended by manufacturer for sealing perimeter of tactile warning surfacing unit.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that concrete is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

- A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.
- B. Place tactile warning surfacing units in dimensions and orientation indicated in contract documents.

3.3 INSTALLATION OF DETECTABLE WARNING TILES

- A. Cast in Place Detectable Warning Tiles:

1. Concrete Installation: Comply with installation requirements in Section 321313 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of tile.
2. Tile Installation in new concrete: Follow manufacturer's detailed installation guidelines.
3. To the maximum extent possible, the Cast in Place Tiles shall be oriented such that the rows of in-line truncated domes are parallel with the direction of the ramp. When multiple Cast in Place Tiles regardless of size are used, the truncated domes shall be aligned between the tactile warning surface Tiles and throughout the entire tactile warning surface installation.
4. In accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights of Way (7/23/11, Access Board): Sections 304 + 305), Tactile Warning Surface Tile shall be located relative to the curb line as shown within Sections 304+305 of the Guidelines.
5. Cast in Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that there are no voids or air pockets, and the field level of the Cast in Place Tile is flush to the adjacent concrete surface or as the Drawings indicate to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
6. Tiles shall be cut into size and configuration indicated on the Drawings using a 60 tooth carbide blade on a table saw or equivalent cutting device. Minimize any cantilever effect (to the maximum extent practicable) when cutting between successive embedment ribs as concrete will tend to flow up and over the Cast in Place Tiles. The top of the body of the Cast in Place Tiles shall be fully seated and flush with the adjacent concrete substrate. For specific instructions for cutting and setting refer to Tactile Warning Surface manufacturer's written instructions.
7. Clean tiles using methods recommended in writing by manufacturer.

B. Cast in Place Replaceable Detectable Warning Tiles:

1. Concrete Installation: Comply with installation requirements in Section 321313 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of removable tile.
2. Tile Installation: Follow manufacturer's detailed installation guidelines.
3. To the maximum extent possible, the Cast in Place Replaceable Tiles shall be oriented such that the rows of in-line truncated domes are parallel with the direction of the ramp. When multiple Cast in Place Replaceable Tiles regardless of size are used, the truncated domes shall be aligned between the tactile warning surface tiles and throughout the entire tactile warning surface installation.
4. In accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights of Way (7/23/11, Access Board): Sections 304 + 305), Tactile Warning Surface Tile shall be located relative to the curb line as shown within Sections 304+305 of the Guidelines.
5. The Cast in Place Replaceable Tiles shall be tamped or vibrated into the fresh concrete to ensure that there are no voids or air pockets, and the field level of the Tactile Warning Surface Tile is flush to the adjacent concrete surface or as the Drawings indicate to permit proper water drainage and eliminate tripping hazards between adjacent finishes.

6. On Continuous Runs: The Installer shall leave a 3/16" nominal gap between successive Tactile Warning Surface Tiles. As part of the concrete finishing operation, the Installer shall apply 1/8 - 1/4 inch (3.2 - 6.4 mm) edge treatment around the perimeter of the Tactile Warning Surface Tiles to facilitate future replacement of the Tactile Warning Surface Tile. A Urethane Sealant such as Sikaflex 1a or BASF NP1 shall be applied to the edge treatment for a watertight Tactile Warning Surface Tile installation.
7. Clean tiles using methods recommended in writing by manufacturer.

C. Surface Applied Detectable Warning Tiles:

1. Tile Installation: Follow manufacturer's detailed installation guidelines.
2. To the maximum extent possible, the Surface Applied Tiles shall be oriented such that the rows of in-line truncated domes are parallel with the direction of the ramp. When multiple Surface Applied Tiles regardless of size are used, the truncated domes shall be aligned between the tactile warning surface tiles and throughout the entire tactile warning surface installation.
3. In accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights of Way (7/23/11, Access Board): Sections 304 + 305), Tactile Warning Surface Tile shall be located relative to the curb line as shown within Sections 304+305 of the Guidelines.
4. Cutting of Surface Applied Tiles may be required to accommodate specific site conditions. All possible attempts shall be made to minimize cutting of the Surface Applied Tiles. Minimum acceptable width of the cut Surface Applied Tile shall be 9 inches (228.6 mm).
5. Environmental Conditions: Air and substrate temperatures must exceed 40 degrees for at least 8 daytime hours for a sound and proper installation. A "weed torch" may be used to boost the substrate temperature to expedite cure of adhesives and sealants.
6. Immediately prior to installing the Surface Applied Tiles, the concrete surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound with a minimum four (4) day concrete cure period (unless otherwise directed by the Surface Applied Tile manufacturer) and that the surface is flat. As necessary, substrate may be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material although a broom or leaf blower is usually adequate for cleaning of the substrate.
7. Apply adhesive on the backside of the Surface Applied Tiles following the perimeter border and internal cross pattern established by the Surface Applied Tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2 inch (50.8 mm) width of the adhesive locator.
8. For certain applications, generally encountered in the retail environment, the Tactile Warning Surface manufacturer may direct that full coverage adhesive be applied so as to optimize the tactile warning surface Tile's performance and load bearing capacity.
9. Set the Surface Applied Tile(s) true and square to the curb ramp areas as detailed in the Drawings. Allow 3/16 inch (4.76 mm) separation between successive Surface Applied Tiles for expansion/contraction.
10. Drill holes true and straight to a depth of 2 1/2 inches (64 mm) by 1/4 inch (6.4 mm) using the recommended bit. As necessary, additional countersunk holes may be added to

the Surface Applied Tile by using a 5 point **1/2 inch (13 mm)** (82 degree) countersink to create the necessary holes.

11. Mechanically fasten Surface Applied Tile to the concrete substrate using a 32oz. to 48oz. hammer to set the composite sleeve anchors. Ensure that the fastener has been set to full depth, straight and true. Care should be taken when setting the fastener to avoid any inadvertent blows with the hammer to the Surface Applied Tile.
12. Following the installation of the Surface Applied Tile, the sealant system should be applied to the perimeter edge. Follow the Tactile Warning Surface manufacturer's recommendations when applying the sealant in a cove type profile to blend and seal the Surface Applied Tile edge to the adjoining surfaces.
13. Do not allow foot traffic on installed Surface Applied Tile until the perimeter edge sealant has cured sufficiently to avoid tracking. If the Surface Applied Tile must be placed into immediate pedestrian service, apply baby powder to the sealant to minimize the possibility of tracking while the sealant cures. Foot imprints may appear in the fully cured sealant application
14. On Continuous Runs: The Installer shall leave a **3/16 inch (4.8 mm)** nominal gap between successive Tactile Warning Surface Tiles. As part of the concrete finishing operation, the Installer shall apply **1/8 - 1/4 inch (3.2 - 6.4 mm)** edge treatment around the perimeter of the Tactile Warning Surface Tiles to facilitate future replacement of the Tactile Warning Surface Tile. A Urethane Sealant such as Sikaflex 1a or BASF NP1 shall be applied to the edge treatment for a watertight Tactile Warning Surface Tile installation.
15. Protect installed tiles from traffic until adhesive has set.

3.4 CLEANING AND PROTECTION

- A. Protect detectable warning tiles against damage during construction period to comply with tile manufacturer's specifications.
- B. During and after the detectable warning tiles installation and the concrete curing stage, it is imperative that there are no walking, leaning, or external forces placed on the tile to rock the tile, causing a void between the underside of the tile and the concrete substrate.
- C. Remove protective plastic sheeting from detectable warning tiles within 24 hours of installation.
- D. Clean tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of the project.

END OF SECTION 32 17 26

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SECTION 32 39 13.21 SURFACE MOUNT METAL BOLLARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surface mount metal bollards.
 - 2. Accessories
- B. Related Requirements:
 - 1. Division 03 Sections: Concrete for fill and footing

1.2 REFERENCE STANDARDS

- A. ASTM A36 – Standard Specification for Carbon Structural Steel.
- B. ASTM A312 – Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes.
- C. ASTM A500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- D. ASTM A536 – Standard Specification for Ductile Iron Castings.
- E. ASTM B26 – Standard Specification for Aluminum-Alloy Sand Castings.

1.3 SUBMITTALS

- A. Comply with Section 01 33 00 – Submittal Procedures
- B. Product Data: Provide for each type of bollard, component, finish, and accessory specified.
- C. Color Samples: [Submit manufacturer's standard colors for selection.] [Submit sample of color specified.]
- D. Setting Drawings: Show embedded items and cutouts required for work specified in other Sections.
- E. Maintenance Data: Submit manufacturer's field touch-up, cleaning, and maintenance instructions.
- F. Warranty Documentation: Submit sample of manufacturer's warranty.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Protect bollards and accessories during delivery, storage, and handling.

1.5 WARRANTY

- A. Provide manufacturer's standard warranty against defects in materials and workmanship.
 - 1. Warranty Period: Five years from date of invoice, except as otherwise indicated.
 - a. Coatings: Two years, against peeling, cracking, or significant color change.

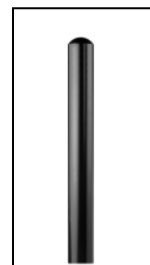
PART 2 - PRODUCTS MANUFACTURERS (Or Approved Equal

- 2.1 Samples and Test Results: Furnish, without additional cost to the Owner, such quantities of import materials as may be required by the Engineer for test purposes. Cooperate with the Engineer and furnish necessary facilities for sampling and testing of all materials and workmanship. Submit test results for import materials. Tests shall be performed within 60 days of the submission. All material furnished and all work performed shall be subject to rigid inspection, and no material shall be delivered to the site until it has been favorably reviewed by the Engineer, or used in the construction work until it has been inspected in the field by the Engineer.)

- A. Manufacturer: Reliance Foundry Co. Ltd.
 - 1. Phone: 604-592-4333 or 888-735-5680
 - 2. Fax: 604-590-8875
 - 3. Website: <http://www.reliance-foundry.com/bollard/all-bollards>
 - 4. Email: info@reliance-foundry.com
- B. Substitutions: Comply with provisions of Section 01 25 00 "Substitution Procedures"

2.2 SURFACE MOUNT METAL BOLLARDS

- A. Bollards:
 - 1. Model: Reliance Foundry; **R-7902**.
 - 2. Height: 36 inches (91.4 cm)
 - 3. Diameter: 4.33 inches (11 cm) body; 4.33 inches (11 cm) base
 - 4. Weight: 29 lbs. (13.2 kg)
 - 5. Design: Cylindrical with rounded top.
 - 6. Material: Steel: ASTM A36; 25 percent recycled-material content.
 - 7. Country of Origin: China.
 - 8. Color Coating:
 - a. Type: Polyester powder coat over epoxy primer.
 - b. Color: Bengal silver.
 - 9. Reflective Stripe: Yellow
 - 10. Installation:
 - a. Fixed, new concrete, embedded.



PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine paving or other substrates for compliance with manufacturer's requirements for placement and location of embedded items, condition of substrate, and other conditions affecting installation of bollards.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Comply with manufacturer's installation instructions and setting drawings.
- B. Do not install damaged, cracked, chipped, deformed or marred bollards. Field touch-up minor imperfections in accordance with manufacturer's instructions. Replace bollards that cannot be field repaired.

3.3 CLEANING & PROTECTION

- A. Protect bollards against damage.
- B. Immediately prior to Substantial Completion, clean bollards in accordance with manufacturer's instructions to remove dust, dirt, adhesives, and other foreign materials.
- C. Touch up damaged finishes according to manufacturer's instructions.

3.4 CLOSEOUT ACTIVITIES

- A. Provide executed warranty.

END OF SECTION 32 39 13.21

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SECTION 13125
PERMANENT GRANDSTANDS
LEG TRUSS DESIGN

PART 1 - GENERAL

1.01 SYSTEM DESCRIPTION

- A. Provide labor, material, equipment and supervision necessary to complete installation of permanent steel grandstand, including the following:
 - 1. Steel Substructure
 - 2. Decking System
 - 3. Concrete Foundation
 - 4. Press Box Support Structure
 - 5. Press Box

1.02 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturers must have ten years of experience in the manufacture of bleachers and grandstands; manufacturer must exhibit proof of business existence for past five years with documentation; welders must be AWS certified.
- B. Installer Qualifications: Experienced in the proper installation of grandstands.
- C. Source Quality Control: Mill Test Certification.

1.03 SUBMITTALS

- A. Manufacturer's Product Data: Submit manufacturer's descriptive product data for project.
- B. Shop Drawings: Manufacturer to submit shop drawings sealed by a California registered engineer and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the applicable code and relevant laws.
- C. Color Sample: If applicable, submit sample.

1.04 SITE CONDITIONS

- A. Field Site:
 - 1. Owner to make site accessible.
 - 2. Owner to verify site locations, benchmarks.
- B. Underground Utility Line: Owner to clearly mark all underground utilities and obstructions and Owner to relocate all that conflict with grandstand.
- C. Soil Test: Furnished by Owner.

1.05 BUILDING CODES

- A. Must meet or exceed all State and Local applicable codes and in compliance with the California Building Code, 2013 edition, ICC 300, 2012 edition adopted by the jurisdiction and CABO/ANSI A117.1 Barrier Free Subcode.

1.06 WARRANTY

- A. Permanent Grandstand shall be under warranty for a period of one (1) year beginning at Date of Substantial Completion for Projects installed by Manufacturer. The warranty will provide for repair or replacement of failed components due to defect in materials and workmanship of installation for the specified period. This warranty excludes any other defects resulting from abnormal use in service, vandalism, weathering, oxidation, accidental or intentional damage or any occurrences beyond Manufacturer's control.

1.07 MAINTENANCE

- A. Owner is to conduct annual inspection and required maintenance of grandstand to ensure safe conditions. It is also recommended that a professional engineer or registered architect perform inspections biennially.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Southern Bleacher Company (800) 433-0912 (or approved equal) for Leg Truss Design. See 00 73 13 for additional requirements.

Other manufacturers seeking to be approved must submit product literature on leg truss design to the Owner for review and receive approval from Owner seven days prior to bid date.

2.02 PERMANENT STEEL GRANDSTAND

A. Product Description

1. 1Leg Truss Design: Net seating capacity of 314, 10 rows, and as shown in length.
Press Box Support Structure 8' x 18' inset at rear of seating.
Press Box 8' x 18'.
2. Vertical columns are placed 6 feet on center laterally and 16' feet on center front to back.
3. Stringers: Stringers are wide flange with steel angle rise and depth fabrication and are placed at 6 feet on center.
4. Front Walkway:
 - a. Width 66 inches.
 - b. Elevated 18" above grade at benchmark.
5. Aisles:
 - a. Aisles with seating on both sides to have discontinuous mid-aisle handrails. The handrails shall be discontinuous with breaks at intervals not to exceed five rows. These breaks shall have a clear width of at least 22 inches and not greater than 36 inches horizontally.
 - b. Anodized aluminum handrails with rounded ends to be provided with an intermediate handrail below the main handrail.
 - c. Aluminum tread nosing of contrasting color on aisle steps.
 - d. Half steps shall be provided for riser heights above 8 inches.
 - e. Half steps shall provide equal rise and run throughout aisle. Each shall have aisle nosing with non-skid black powder coated finish or other paint system meeting AAMA 603.8-92 specifications with a hardness rating of 2H and riser closure with clear anodized finish.
 - f. Aisles with a riser height of non-uniformity shall be indicated with distinctive markings as required by code.
6. Decking:
 - a. Rise per row 15 inches, depth per row 26 inches.
 - b. Each seat 17 inches above its respective tread.
 - c. Mill Aluminum Decking Arrangement
(1) Full-Plank Arrangement
 - d. Seating Selection
(1) Anodized Aluminum Bench Seat
(a) 2 x 10 (standard), Die #7758 with height of 1 1/2".

7. Guard railing: To be at all sides of bleacher, entry stairs and ramps, portals, and landings. Railing to be anodized aluminum with end plugs at ends of straight runs and/or elbows at corner. All guardrails shall be secured to angle rail risers by galvanized fasteners. Railing shall be at heights as required by code for its location on the grandstand. Guard railing shall include intermediate railing, or galvanized chain link fencing fastened in place with galvanized fasteners and aluminum ties.

 8. Ramps:
 - a. Slope: 1 in 12.5.
 - b. Guardrails: As required by code plus toe board.

 - c. Handrail: Ramps to have handrail extension. The handgrip portion of handrails shall not be less than 1 1/2 inches or more than 2 inches in cross-sectional dimension or the shape shall provide an equivalent gripping surface. The handgrip portion of handrails shall have a smooth surface with no sharp corners. The top of handrails and handrail extensions shall be placed not less than 34 inches or more than 38 inches above the ramp surface. Where handrails are not continuous between runs, the handrail shall extend horizontally above the landing 12 inches minimum beyond the top and bottom ramps. Ends shall be returned or shall terminate in newel posts or safety terminals.

 9. Handicap provision:
 - a. Quantity of wheelchair spaces: As shown on drawings
 - b. Riser area adjacent to wheelchair spaces to have closed intermediate construction.
- B. Materials/Finishes
1. Substructures:
 - a. Structural shapes meet one of the following ASTM specifications: A36, A36/A572 grade 50, A572 grade 50, A529-50, or A500 grade B.
 - b. Shop connections are seal welds.
 - c. After fabrication, all steel is hot-dipped galvanized to ASTM-A-123 specifications.
 - d. Painted steel is unacceptable.

 2. Extruded Aluminum:
 - a. Seat Planks, and Railing are extruded aluminum alloy, 6063-T6.
 - (1) Clear anodized 204R1, AA-M10C22A31, Class II
 - b. Riser Boards

- (1) Coating: Factory applied, baked-on Kynar or Hylar/acrylic resin based paint coating, Dur-Kyn, as manufactured by the Valspar Corporation. Dur-Kyn meets or exceeds the physical and performance properties of AAMA 2603. (Specify color).
 - c. Tread Planks: Extruded aluminum alloy, 6063-T6 mill finish.
 - d. Railing: Extruded aluminum alloy, 6063-T6 clear anodized 204R1, AA-M10C22A31, Class II.
3. Accessories:
- a. Channel End Caps: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II.
 - b. Hardware:
 - (1) Bolts, Nuts: Hot-dipped galvanized or mechanically galvanized.
 - (2) Hold-down Clip Assembly: Aluminum alloy 6005A-T6, mill finish.
 - (3) Structural Hardware: Equal to or greater than hot-dipped galvanized ASTM-A307. No connections utilizing high strength bolts are classed as slip critical.
 - c. Aisle Nose and Stair Nose: Aluminum alloy, 6063-T6, non-skid black powder coated finish or other paint system meeting AAMA 603.8-92 specifications with a hardness rating of 2H.
- C. Fabrication:
- 1. Design Load:
 - a. Tread and Seat Area: 100 psf uniform live load.
 - b. Seat (Vertical): 120 lbs/lf.
 - c. Seat (Horizontal Sway): 24 lbs/lf parallel and 10 lbs/lf perpendicular to seat.
 - d. Handrail and Guardrail: 50 lbs/lf in any direction.
 - e. Handrail and Guardrail: 200 lbs concentrated in any direction.
 - f. Snow Loads: As per State adopted code.
 - g. Wind Loads: As per State adopted code.
 - h. Seismic Loads: As per State adopted code.
 - 2. All manufactured connections to be shop welded.
 - a. Manufactured by certified welders conforming to AWS Standards.

2.03 PRESS BOX WITH METAL STRUCTURE

- A. Product Description: Type II Construction
 - 1. Press Box Support Structure: inset at rear of grandstand. Support Structure to be 8 feet wide x 18 feet long with 6 feet landing on one end.

2. Press Box Dimensions: 8 feet wide x 18 feet long.
 3. Filming Area/Observation Deck located on Press Box roof.
 4. Press Box to be of open construction, allowing inspection of electrical wiring, switches and other components without destructive disassembly.
- B. Materials/Finishes
1. Press Box Support Structure:
 - a. Structural shapes meet one of the following ASTM specifications: A36, A36/A572 grade 50, A572 grade 50, A529-50, or A500 grade B.
 - b. Shop connections are seal welds.
 - c. After fabrication, all steel is hot-dipped galvanized to ASTM-A-123 specifications.
 2. Press Box: All materials shall be new and shall comply with ASTM specifications.
 - a. Floor
 - (1) Main support to be a galvanized steel floor frame sized to support structure and metal belly pan for support of insulation.
 - (2) Floor to be INTERLOCK Aluminum Decking System, extruded aluminum alloy 6063-T6, mill finish. Attach Decking System to steel floor frame with mechanical fasteners at end of plank and at intermediate supports. (Tongue & Groove or Standard extrusion is not acceptable.)
 - (3) Insulation: Poly-encapsulated Formaldehyde-free fiberglass building insulation R-13, 3 1/2 inches thick. Batt or roll as manufactured by Johns Manville, or equal.
 - b. Wall Structure
 - (1) 4 inch x 4 inch x 11 gauge square tubing with maximum span of 14 feet on front wall and maximum span of 6 feet on back wall and 4 inch x 2 1/2 inch x 14 gauge steel "cees" with maximum spacing of 5 feet for all walls with siding. Spans greater than these require engineered calculations for design.

- (a) Steel framing shapes to meet one of the following ASTM's, A500 Grade A or B 45 ksi, A36 50ksi, A1011 CS Type B.
- (2) Insulation: Poly-encapsulated Formaldehyde-free fiberglass building insulation R-13, 3 1/2 inches thick. Batt or roll as manufactured by Johns Manville or equal.
- (3) Interior Finish
 - (a) 1/2 or 5/8 inch vinyl coated gypsum panels (as required), Gold Bond vinyl-surfaced Durasan.
 - (b) Cove Base: Vinyl 4 inches x .080.
- (4) Exterior Finish
 - (a) 26 gauge prefinished R-Panel paneling as manufactured by MBCI, Signature 200 color series, or equal.
 - (b) Wall panels are attached with #12 TEK screws - 6" O.C. at the top, midpoint and bottom of the panels.
 - (c) Lap screws are placed at each end of the panels, at the intermediate supports, and at the mid point between supports (TEK #14).
 - (d) All fasteners to be painted same color as exterior paneling.
- c. Roof Structure
 - (1) 4 inch x 4 inch x 11 gauge square tubing with maximum spacing of 6 feet on center and 4 inches x 2 1/2 inches x 14 gauge steel "cees" with maximum spacing of 2 feet on center.
 - (2) Roof: 1/8 inch four way steel plate roof, continuous welded seams coated with acrylic metal primer as manufactured by Coronado and 36 mils of acrylink roof coating as manufactured by Isothermal Protective Coatings, or equal. Plate is welded on both sides of rafters with 1-1/2 inch long 1/8 inch fillet welds on 12 inch centers.
 - (3) Insulation: Poly-encapsulated Formaldehyde-free fiberglass building insulation, R-19 (minimum) 6 inches thick. Batt or roll as manufactured by Johns Manville or equal.
 - (4) Cornice: 26 gauge steel prefinished to match metal siding.
 - (5) Ceiling: 24 inch x 24 inch x 5/8 inch acoustical lay in ceiling tile with removable tiles, per 2006 IBC or local code, applicable category per seismic zone, (in California per 2007

CBC, applicable category per seismic zone, ref. DSA IR 25-5).

- d. Exterior Door
 - (1) Full flush steel construction with hollow or polystyrene core. 18 gauge skin sheets. Dimensions: 3 feet 0 inches x 6 feet 8 inches. Color: Coordinated with press box siding color.
 - (2) Steel door frame (16 gauge) complete with 1/2 inch threshold and weather-stripping.
 - (3) Exterior Hardware: Yale 546F Exterior Trim, or equal. Handles shall be lever type that allow operation without tight grasping or twisting of the wrist. Keyed alike locks.
 - (4) Interior Hardware: Yale 2100 Exit Device, or equal. Handle shall be panic bar that allows for opening without any grasping, twisting or turning.

- e.. Windows
 - (1) Frame: Extruded aluminum single hung, vertical sliding unit, thermal break.
 - (2) Sash: Tilt toward inside for easy cleaning.
 - (3) Glazing: Clear tempered panes.
 - (4) Dimensions of each unit: Dependent on compartment size. At interior wall locations or structural support locations the dimension between windows shall be no greater than 6 inches.
 - (5) Finish: Electrostatically applied acrylic enamel.

- f. Work Bench
 - (1) 1 inch thick x 21 inch wide clear anodized aluminum work bench supported by 4 inch x 2 1/2 inch x 14 gauge steel. Countertops heights shall be constructed to allow wheelchair usage at all locations.

- g. Painting: Materials equal to Coronado, or equal.
 - (1) Surfaces: Exterior Door(s), Door Frame(s)
 - (a) Primer: Applied by Door Manufacturer.
 - (b) Finish: 2 coats acrylic latex semi-gloss enamel applied by press box manufacturer.
 - (2) Surfaces: Interior Doors (if applicable)
 - (a) Primer: Jones Blair Interior Exterior Oil Primer, or equal.
 - (b) Finish: 2 coats acrylic latex semi-gloss enamel.
 - (3) Surfaces: Exterior Siding

- (a) Primer: Applied by Siding Manufacturer.
 - (b) Finish: Applied by Siding Manufacturer.
 - (c) Touchup: If applicable
 - (4) Surfaces: Wall and Roof Structure
 - (a) Primer: Coronado DTM Industrial 180-11 acrylic metal primer applied after welding, or equal.
- h. Caulking: Sonneborn NP1 – Polyurethane sealant, All temperature, UV resistant, or equal. Silicone products are not acceptable.
- i. Electrical
 - (1) Submittal drawing shall indicate devices and circuitry.
 - (2) Fixtures: 2-lamp, 58 or 64 watt fluorescent, 2' x 4' lay-in design as manufactured by Lithonia Lighting, or equal. Fixtures shall be located above countertop and be maximized to full length of compartment space.
 - (3) Wiring to be in EMT, flexible metal conduit or surface raceway. N.E.C. breaker panel to be 100 amp flush or surface mounted on wall with 1 1/4 inch conduit stubbed out bottom of press box or 2 inch rigid conduit to be stubbed out at back wall of press box ready for service line to be connected. (Service line to Press Box is responsibility of Owner).
 - (4) Electrical outlet(s) installed per NEC shall be standard duty. All outlets shall be surface or flush mounted.
 - (5) Sound, Telephone, Clock, Field Communication: Empty single or double outlet boxes (as required) per N.E.C. with 3/4 inch conduit stubbed out bottom of Press Box for use of Owner. Outlet boxes to be flush mounted into wall. Any wiring completed on-site will be responsibility of such contractor for inspections. Quantity. Two will be provided. Owner shall indicate additional boxes needed.
 - (6) Filming Area/Observation Deck: Weathertight outlet box for cameras. Quantity: One. Owner shall indicate additional outlets needed.
- j. Filming Area/Observation Deck
 - (1) Access Options
 - (a) Interior: Roof hatch with OSHA-rated aluminum ladder mounted to an interior back wall.
 - (2) Roof guardrailing to be 42" above walking surface around perimeter of deck attached to 5/8 inch galvanized studs to be

welded to roof support structure. The guardrailing to include anodized aluminum with 9 gauge galvanized chain link fencing fastened in place with galvanized fasteners and aluminum ties.

2.04 WARRANTY

- A. The Press Box shall be under warranty for a period of one (1) year beginning at Date of Substantial Completion for projects installed by Manufacturer. The Press Box is warranted to be free from defect in materials and workmanship in the course of manufacture. This warranty excludes any other defects resulting from abnormal use in service, accidental or intentional damage or any occurrences beyond manufacturer's control.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All work performed by technicians experienced in bleacher seating installation.
- B. Project as per approved shop drawings.

3.02 FIELD QUALITY CONTROL

- A. Foundation: Footings for the grandstand shall provide sufficient bearing area at bottom to support all loads of the grandstand. Depth and design of footings shall be determined by owner supplied soil test. Hot-dipped galvanized anchor bolts shall be secured in the concrete footings. Concrete shall attain working strength of 3,000 psi.

3.03 CLEAN-UP

- A. Clean up all debris caused by work of this section.
- B. The Owner, Architect and Contractor acknowledge and accept that mill finish aluminum as specified will have water stains present from transportation and storage during installation. Removal of these stains is not part of this contract.
- C. Stand to be broom cleaned at completion.

CA Architects
December 8, 2016

Solano Community College District
Bleacher Replacement Project
Fairfield, California

* *All specifications are subject to change without notice to allow for Southern Bleacher's policy of continuous product improvements.*

Specs: Gnr-LT (05/14)

END OF SECTION 13125