HAYWARD UNIFIED SCHOOL DISTRICT
24411 AMADOR STREET ~ HAYWARD, CA 94544

# REQUEST FOR BIDS

## BIDDING AND CONTRACT REQUIREMENTS

## BID #[Bid Number xx.xxx]

**For**

**[Project Name]**

Notice Calling for Bids First Published: [Date]
Bids Due: [Date] [Time]

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# NOTICE TO BIDDERS

Notice is hereby given that the Hayward Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for:

**Project # [Project #] – [Project Name and Site and address]**

as per drawings and specifications which may be obtained from the Hayward Unified School District website at http://www.husd.k12.ca.us /Purchasing Department/Requests for Bid / Proposal. Scope of work includes: [Summary of work]

***[If alternate bid scopes are listed in the bid form, insert the following*:**

The lowest bid shall be determined *[choose one of the following four options:* on the amount of the base bid.
***OR*** on the total of the bid prices on the base bid and the following additive and deductive items: _____.
***OR*** on the total of the bid prices on the base bid and the following additive and deductive items in the order set forth below, when added to and subtracted from the base bid, that is less than or equal to a funding amount the Owner shall publicly disclose before the first bid is opened: _____.
***OR*** by a blind bid process pursuant to Public Contract Code section 20103.8, subdivision (d) *]*.
The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

***[Insert paragraph if prequalification applies to Project]***

This Project is subject to prequalification. If a bidder is not prequalified to bid on the Project, Owner will not accept the bid. Any subcontractors the bidder lists for work requiring C-__, __, __, __, and __ [*insert where applicable, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46*] licenses must have current pre-qualified status with the Owner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

***[Choose one paragraph:]***

Time of Completion for the Project shall be [words] [numerals] calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date [words] [numerals] calendar days after full execution of the Agreement.

***[Insert the following if Owner chooses to use a retention higher than 5%:]***
The Owner has made a finding that this Project is substantially complex and requires a retention amount greater than 5%. (Public Contract Code section 7201). The retention amount on this Project is _____[*retention percentage spelled out*] percent (__% *[insert numeral]*). _____ *[Insert details explaining the basis of the finding, including a description of the Project and why it is a unique project that is not regularly, customarily, or routinely performed by the district or licensed contractors.]*

Bids will be sealed and filed in the Purchasing Department Office of the Owner

**HAYWARD UNIFIED SCHOOL DISTRICT**
**PURCHASING DEPARTMENT**
24411 Amador Street
HAYWARD, CALIFORNIA 94544

on [Month, Day], [year], before [hour xx:xx] [a or p].m. on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

***[Optional paragraphs, choose one or delete both:]***

A MANDATORY Pre-bid conferences will be held on [Month, Day], [year] at [hour xx:xx] [a or p].m. at [Location Address of PreBid Conference] . Bidders not attending one of the conferences will be disqualified.

***[OR]***

An optional pre-bid conference will be held on [Month, Day], [year] at [hour xx:xx] [a or p].m. at [Location Address of PreBid Conference] . Whether or not bidders attend the optional pre-bid conference, which will include the opportunity to inspect the site and may include dissemination of additional information in response to questions or otherwise, all bidders will be deemed to have notice of all conditions and information which bidders could have obtained by attending the optional pre-bid conference, including but not limited to any conditions in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

***[Use this paragraph if applicable:]***
The Owner will require the successful Bidder to achieve the minimum goal of 3% DVBE (Disabled Veteran Business Enterprises) established in the bidding documents or to provide acceptable evidence of good faith efforts to do so. The DVBE documents must be sealed and filed in the Business Office of the Owner before (TIME) (DATE), at which time the bids (including the DVBE forms) will be opened in public.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner.

Bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.

***[If applicable, add this paragraph:]***
Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that *[insert one or more]*: a field test or experiment may be made to determine the product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; in order to respond to an emergency declared by Owner. These specific materials, services, products or things are identified in _____ *[insert document name(s)]*.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, said bonds to be secured from Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by the successful bidder and to require the successful bidder to obtain bonds from surety insurers satisfactory to the Owner. The bidder will be required to furnish insurance as set forth in the Contract Documents.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a Class "**[License Class]**" license and shall maintain that license in

good standing through Project completion and all applicable warranty periods. Bidder shall state the California contractor license number on the Designation of Subcontractors form for all subcontractors doing more than one-half of one percent (0.5%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

Subcontractors shall maintain their licenses in good standing through Project completion and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as non responsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

The Contract is subject to the terms of the June 24, 2015, Project Stabilization Agreement ("PSA") between the Owner and various unions affiliated with Building and Construction Trades Council of Alameda County ("Unions"). A copy of the PSA is available from the Owner for all bidders on the District Website: http://www.husd.us/measurel. (See the Instructions to Bidders regarding submittal of a Letter of Assent.)

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

The Owner reserves the right to waive any irregularity and to reject any or all bids.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than sixty (60) days to make a decision regarding the rejection of bids or the award of the Contract.

Questions may be directed to Rose Garcia, Purchasing Manager at 510-784-2600 x72720.

Publication Dates: &

# INSTRUCTIONS TO BIDDERS

**SECURING DOCUMENTS:** Drawings and Specifications are available at: Hayward Unified School District website at http://www.husd.k12.ca.us /Purchasing Department/Requests for Bid / Proposal and may also be obtained from Hayward Unified School District Purchasing Department 24411 Amador Street, Hayward, CA 94544.

**DEPOSIT:** A deposit of [words] Dollars ($Number) is required of each bidder securing Contract Documents. This deposit is a guarantee that the Contract Documents will be returned in good condition within fifteen (15) days from the bid date. If the Contract Documents have not been returned within fifteen (15) days of the bid date, the bidder's deposit will be forfeited.

**BID FORMAT: _____ *[ENTER SPECIFIC BID INFORMATION]***

***[Insert the following paragraph if prequalification applies to Project:]***

**PREQUALIFICATION:** This Project is subject to prequalification. If a bidder is not prequalified to bid on the Project, Owner will not accept the bid. Any subcontractors the bidder lists for work requiring C-__, __, __, __, and __ *[insert where applicable, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46]* licenses must have current pre-qualified status with the Owner.

**REGISTRATION:** The Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

The bidder shall not accept any sub-bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

**BIDS:** Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, obtained from the Architect or Owner. Bids not made on the proper form shall be disregarded. **_____ *[ENTER SPECIFIC INFORMATION, IF ANY, E.G., BIDS BROKEN DOWN INTO PHASES.]*** Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.

2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.

3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Purchasing Manager at rosegarcia@husd.k12.ca.us who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.

4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation

and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid:

   A. The name and location of the place of business and the California contractor's 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 improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (½) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

   B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half (½) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:

      1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.

      2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

      3) Sublet or subcontract any portion of the Work in excess of one-half (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are available at the CA DIR webpage: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

7. All bids must be accompanied by the following (properly executed) forms as provided in this package:
    - Bid Form
    - Bid Bond
    - Designation of Subcontractors
    - Non-Collusion Declaration
    - Company Information
    - References List
    - Project List: Current and Completed
    - Sufficient Funds Declaration
    - Site Visit Certification
    - Fingerprinting Certification
    - DVBE Certification
    - Iran Contracting Act

8. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

10. **THIS CONTRACT ☐ IS ☐ IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**

**WITHDRAWAL OF BIDS:**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

**OPENING OF BIDS:**

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

## EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or Owner; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

## FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

## ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect as appropriate.

## EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

## PROJECT STABILIZATION AGREEMENT:

The Contract is subject to the terms of the **June 24, 2015, Project Stabilization Agreement ("PSA")** between the Owner and various unions affiliated with Building and Construction Trades Council of Alameda County ("Unions"). A copy of the PSA is available from the Hayward Unified School District website at http://www.husd.k12.ca.us /Purchasing Department for all bidders; please contact Rose Garcia at 510-784-2600 x72720 if you have questions.

By accepting award of the Contract, a bidder, whether a contractor or subcontractor, agrees to be bound by the PSA and agrees to evidence its acceptance prior to the commencement of Work by executing and delivering to the Owner the following Letter of Assent:

# Letter of Assent

_____, 201_

Dawn Riccoboni, Ass't Superintendent, Business Services
Hayward Unified School District
24411 Amador Street
Hayward, CA 94544

Re: Project Stabilization Agreement for Hayward USD Measure L Projects
Letter of Assent for the **[Project # and Name]**Project

Dear Ms. Riccoboni:

The undersigned party confirms that it agrees to be a party to and bound by the June 24, 2015, Project Stabilization Agreement for the Hayward Unified School District's Measure L projects ("Agreement") as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

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

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

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

CONTRACTOR/SUBCONTRACTOR: _____
Project Contract Number: _____
California State License Number: _____
Motor Carrier Number: _____
Name and Signature of
Authorized Person: _____
(Print Name)

_____
(Title)

_____
(Signature)

The bidder receiving award of the Contract must also require each of its **subcontractors on the Contract to execute and submit to the Owner its own Letter of Assent** in the above form prior to commencement of the Work.

## AWARD OF CONTRACT:

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

## EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if required, and Independent Contractor Student Contact Form, within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Project involves repair of 25% or less of the roof, or costs $21,000 or less.

## CONTRACT BONDS:

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any work on the Project. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than “A-” as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

> **Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

**Payment Bond** (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

**DRAWINGS, SPECIFICATIONS AND ADDENDA OR BULLETINS:**

Return by each bidder of all drawings, specifications and addenda or bulletins in an unmutilated condition and without any marks or annotations is demanded within the time limit indicated under **DEPOSIT** in this section.

**SUBSTITUTION OF MATERIALS:**

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Architect's office a minimum of fourteen (14) calendar days prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum will be issued seven (7) calendar days prior to Bid Opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

**PAYMENTS**:

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

**TAXES:**

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

**EARLY TERMINATION:**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

[*Choose one paragraph*:]

Time of Completion for the Project shall be [words]([numerals]) calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is

established in a Notice to Proceed from Owner, the date _____[*words*] (_____[*numerals*]) calendar days after full execution of the Agreement.

*(OR)*

Time of Completion for the Project shall be _____ [*words*](_____[*numerals*]) calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said Work not be completed within the time limit as may be extended as herein provided (i.e., the Completion deadline), damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **[amount in words]Dollars ($[amount in numbers]) per calendar day** for each and every day's delay beyond the Completion deadline as and for liquidated damages, during or as a result of each calendar day by which Completion of the Project is delayed beyond the Completion date; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the Owner shall have the right to recover the balance from the Contractor or its sureties.

# BID FORM

_____

HAYWARD UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
HAYWARD, CALIFORNIA 94544

Dear Board Members:

The undersigned doing business under the firm name of:

_____

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

(NUMBER, NAME, DESCRIPTION AND LOCATION OF PROJECT)

prepared by:

(ARCHITECT'S NAME, ADDRESS & TELEPHONE NUMBER)

for the base scope of work of:

(SPECIFIC BID INFORMATION WILL NEED TO BE ENTERED IN THIS SPACE IDENTIFYING BASE BID)

and additional alternate scope(s) of work of:

**Add Alternate Scope #1:** _____

**Add Alternate Scope #2:** _____

**(*SPECIFY SCOPE OF ADDITIONAL ALTERNATE SCOPE, IF ANY*)**

for the bid amount(s) of:

BASE SCOPE OF WORK:
_____ Dollars ($_____)

ADDITIVE ALTERNATE SCOPE NO. 1:
_____ Dollars ($_____)

ADDITIVE ALTERNATE SCOPE NO. 2:
_____ Dollars ($_____)

TOTAL BASE PLUS ALL ALTERNATES:
_____ Dollars ($_____)

***[For projects not solely funded through revenue bonds, if Owner desires earthquake insurance for earthquakes over 3.5 on the Richter Scale and/or tidal wave insurance, add the following as appropriate:***

ADDITIVE ALTERNATE SCOPE NO. __: Provide earthquake insurance for earthquakes over 3.5 on the Richter Scale for the sum of _____ Dollars ($_____); and

ADDITIVE ALTERNATE SCOPE NO. __: Provide tidal wave insurance for the sum of _____ Dollars ($_____). ***]***

***[For projects not solely funded through revenue bonds, if Owner desires earthquake insurance over 3.5 on the Richter Scale or tidal wave insurance, you will also have to change the General Conditions by using the language below to replace the section as indicated:***

***Replace 11.1.6 with:***

**11.1.6 BUILDER'S RISK/"ALL RISK"/EARTHQUAKE OVER 3.5/TIDAL WAVE INSURANCE**

**11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

**11.1.6.2 EARTHQUAKE INSURANCE**

**If Contractor's bid is accepted by Owner as to earthquake insurance over 3.5 on the Richter Scale, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.**

**11.1.6.3 TIDAL WAVE INSURANCE**

If Contractor's bid is accepted by Owner as to insurance coverage for tidal wave, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. ]

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

_____

_____

Our Public Liability and Property Damage Insurance is placed with:

_____

_____

Our Workers' Compensation Insurance is placed with:

_____

_____

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: _____

Title: _____

Name of Company as Licensed: _____

Business Address: _____

_____

Telephone Number: _____

California Contractor License No.: _____

Class and Expiration Date: _____

DIR Registration #: _____

State of Incorporation, if Applicable: _____

( ) Evidence of authority to bind corporation is attached.

Dated: _____, _____

Signed: _____

# BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the Hayward Unified School District ("Owner") in the sum of _____ Dollars ($_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____ in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

_____
(Principal)

_____
(Business Address)

_____

_____ (Corporate Surety)

_____
Business Address)

By:_____

_____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, $_____.

(The above must be filled in by Corporate Surety).

# DESIGNATION OF SUBCONTRACTORS

***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID***

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

An inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

**NOTE:** *Reproduce page two of this section for additional listings needed beyond the length of this form.*

| Portion of Work % or $ Amount | Name of Subcontractor & Phone No. | Location of Subcontractor | California Contractor License Number | DIR Registration Number |
|---|---|---|---|---|
| | | | | |
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I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

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 _____, 20___, at _____[city],_____[state].

Signature: _____

Print Name: _____

Title: _____

# NONCOLLUSION DECLARATION

## ***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID***

Owner: Hayward Unified School District

Project Number and Name: _____ _____

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 _____, 20__, at _____ [*city*], _____ [*state*].

_____
Signature

_____
Print Name

# COMPANY INFORMATION

***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID***

This bid is not subject to pre-qualification. All bidders, regardless of prequalification status, must complete the following six-page (three part) Bidder Information Form and submit with bid.

Part 1 – Information about the Bidder:

Indicate not applicable ("NA") where appropriate. Attach additional pages if necessary to allow for a complete response.

Where bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture

Name of Bidder: _____

Type, if Entity: _____

Bidder Address: _____

_____

Phone / Fax: _____

Company E-mail: _____ Web Site: _____

1. Type of Firm: Corporation: _____ Proprietorship: _____

   Partnership: _____ Joint Venture: _____

   Other (please describe): _____

2. Business License Number: _____

3. Has the business license ever been revoked? If yes, explain:

   _____

4. Number of years bidder's organization has been in business as a Contractor:_____

5. Number of years bidder's organization under current firm name:_____

6. Previous names of bidder's organization that have been used to operate under:

   _____

7. Full names of firm's owners (> 10% ownership), officers and managing employees:

   _____

8. If bidder's organization is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's Name: _____

   d. Vice-President's Name: _____

   e. Secretary's Name: _____

   f. Treasurer's Name: _____

9. If an individual partnership, answer the following:
   a. Date of Organization: _____
   b. Name and address of all partners (state whether general or limited partnership):
      (1) _____
      (2) _____
      (3) _____
10. Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

    YES ☐ NO ☐ If yes, explain:

    . _____
11. If other than a corporation or partnership, describe organization and name principals:
    a. . _____
    b. . _____
    c. . _____
12. Name other states in which bidder's organization is legally qualified to do business:
    a. . _____
    b. . _____
    c. . _____
13. What type of work does bidder's organization typically perform under its own forces?
    a. . _____
    b. . _____
    c. . _____
    d. . _____
14. Has bidder's organization ever failed to complete any work awarded to it? Note all; when, where, why:
    a. . _____
    b. . _____
    c. . _____
15. Within the last five (5) years, has any officer or partner of bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

    YES ☐ NO ☐
16. On a separate sheet, list the construction experience of the key individuals of bidder's organization.
17. List five (5) Trade references:
    a. . _____
    b. . _____
    c. . _____
    d. . _____
    e. . _____

18. List Bank References (Bank, Branch Address, Account Number):

    a. ._____

    b. ._____

    c. ._____

19. Provide name and address of bonding company and name of Agent:

    ._____

    ._____

20. Has your firm or any of its owners and/or his/her firms ever been disqualified from, agreed/settled not to bid, or otherwise been prevented from bidding on, or completing public works projects?

    YES ☐ NO ☐ If yes, explain:

    ._____

21. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit or found guilty in a criminal action for making false claims or material representation to any public agency?

    YES ☐ NO ☐ If yes, explain:

    ._____

22. Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your firm was not a responsible bidder?

    YES ☐ NO ☐ If yes, explain:

    ._____

23. Has there been any occasion in which your firm was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

    YES ☐ NO ☐ If yes, explain:

    ._____

24. Has your firm filed any stop payment notices/liens that were not resolved before a lawsuit was filed?

    YES ☐ NO ☐ If yes, explain:

    ._____

25. Has your firm had more than three stop payment notices/liens filed against it on one project that were not resolved prior to completion of the project?

    YES ☐ NO ☐ If yes, explain:

    ._____

26. Has your firm (or any owner or any of its principals) ever defaulted on a contract forcing a Surety to suffer a loss?

    YES ☐ NO ☐ If yes, explain:

    ._____

27. Has your firm been assessed any liquidated damages in the last five years?

    YES ☐ NO ☐ If yes, explain:

    ._____

28. Has your firm failed to complete a contract within the specified time limits?

YES ☐ NO ☐ If yes, explain:

. _____

29. Has your firm or any of the owners ever declared bankruptcy?

YES ☐ NO ☐ If yes, explain:

. _____

30. Has your firm ever had insurance terminated by a carrier?

YES ☐ NO ☐ If yes, explain:

. _____

31. Has OSHA/CALOSHA, EPA or any other governmental agency issued any citations against your firm?

YES ☐ NO ☐ If yes, explain:

. _____

32. Does your company safety program comply with all applicable laws?

YES ☐ NO ☐ If yes, explain:

. _____

33. Is your firm presently involved in any current/pending arbitration?

YES ☐ NO ☐ If yes, explain:

. _____

34. Is your firm involved in any current/pending litigation?

YES ☐ NO ☐ If yes, explain:

. _____

35. Is your firm involved in any current/pending insurance claim?

YES ☐ NO ☐ If yes, explain:

. _____

36. Have any complaints ever been filed against your firm with the Contractor's State License Board?

YES ☐ NO ☐ If yes, explain:

. _____

Part 2 – Experience and Technical Qualifications:

The bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:
   a. . _____
   b. . _____
   c. . _____
2. Summarize each person's specialized education:
   a. . _____
   b. . _____

c. ._____

3. List each person's years of construction experience relevant to the project:

   a. ._____

   b. ._____

   c. ._____

4. Summarize experience form item 3, above:

   a. ._____

   b. ._____

   c. ._____

5. Give the name of the person responsible for onsite management of the project (e.g. Project Superintendent, Project Foreman, *et cetera*.):

   ._____

6. List last three project supervised by the person named in Item 5:

   a. ._____

   b. ._____

   c. ._____

7. List the name, address, and phone number of three references from the last three previous projects for the person named in Item 5, above:

   a. ._____

   b. ._____

   c. ._____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Part 3 – Additional Bidder's Statement:

If the bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

._____

._____

._____

._____

._____

# REFERENCES LIST

**REFERENCES:**

Please provide this sheet with a minimum listing of three (3) customers *(use California K-12 Public School Districts if available)* who have used the bidder's services in the past two (2) years. In this listing, please provide the following information:

| REFERENCE #1 | | | |
|---|---|---|---|
| | | | |
| Name of the Customer (School District) | | | |
| Contact Name | Phone | Fax | Email Address |
| Mailing Address | | | Web Address |
| Dates of business | | | |
| **REFERENCE #2** | | | |
| | | | |
| Name of the Customer (School District) | | | |
| Contact Name | Phone | Fax | Email Address |
| Mailing Address | | | Web Address |
| Dates of business | | | |
| **REFERENCE #3** | | | |
| | | | |
| Name of the Customer (School District) | | | |
| Contact Name | Phone | Fax | Email Address |
| Mailing Address | | | Web Address |
| Dates of business | | | |

# PROJECT LIST

PROVIDE LIST OF **CURRENT** PROJECTS

Project Name: _____

Description of Work: _____

Expected Completion Date: _____

Value of Work: _____

Project Name: _____

Description of Work: _____

Expected Completion Date: _____

Value of Work: _____

Project Name: _____

Description of Work: _____

Expected Completion Date: _____

Value of Work: _____

Project Name: _____

Description of Work: _____

Expected Completion Date: _____

Value of Work: _____

Project Name: _____

Description of Work: _____

Expected Completion Date: _____

Value of Work: _____

Project Name: _____

Description of Work: _____

Expected Completion Date: _____

Value of Work: _____

*Duplicate this page if necessary*

# Sufficient Funds Declaration

# (Labor Code Section 2810)

***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID***

Owner: Hayward Unified School District

Project: _____

I, _____, declare that I am the _____ of _____, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ [insert name of entity] to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that _____[the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____20__, at _____[city], _____[state].

Date:_____ _____

Signature

Print Name: _____

Print Title: _____

# SITE VISIT CERTIFICATION

***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID***

Project Name: _____

I certify that I have visited the site of the proposed work and have fully acquainted myself 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 under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify the HAYWARD UNIFIED SCHOOL DISTRICT, the Architect, the 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 to the site.

The bidder agrees to the aforementioned.

**BIDDER:**

_____
Company Name

_____
Address

_____
Authorized Official (Print Name)

_____
Title

_____
Signature Date

_____
Phone / Fax

_____
Email Address

---

State of California, County of _____ .

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ , 20_____ ,

by _____ (print name of Notary), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature - Notary Public in and for the State of California

My Commission Expires: _____ *Seal here*

# FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID***

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____ _____
Signature

Name: _____ Title: _____

**ATTACHMENT**
**to FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

## I. PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

*To be completed by the Prime Bidder*



| **PART I – IDENTIFICATION INFORMATION** | | |
|---|---|---|
| BIDDER'S NAME | BUSINESS ADDRESS | TELEPHONE NUMBER |
| SCHOOL DISTRICT | COUNTY | APPLICATION NO. |

**PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS –** Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

**NOTE:** *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

| **YOUR BUSINESS ENTERPRISE** | **AND YOU** | **AND YOU** |
|---|---|---|
| **A.** ☐ *is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract* | *will include a copy of your DVBE letter from the Office of Small Minority Business (OSBCR).* | |
| **B.** ☐ *is Disabled Veteran owned* ***but is unable*** *to perform the 3 percent of this contract with your forces* | **will use DVBE subcontractors/** *suppliers to bring the contract participation to at least 3 percent* | *will include a copy of each DVBE's letter from OSBCR (including yours, if applicable).* |
| **C.** ☐ *is* ***not*** *Disabled Veteran owned* | **will use DVBE subcontractors/** *suppliers for at least 3 percent of this contract* | |
| **D.** ☐ *is unable to meet the required participation goals* | **will complete a Good Faith Effort to obtain DVBE participation** | *will include the Prime Bidder's Good Faith Effort Worksheet.* |

**Note:** An Office of Small Business, Certification and Resources (OSBCR) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSBCR and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

*Continued on reverse side*

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL –** *Architectural, engineering, environmental, land surveying or construction management firms complete this part* ***after*** *selection by the district and before the contract is signed.*

*Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.*

A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.

B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.

C. Enter the total of Lines A and B for each column.

D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.

E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

| | **BASE BID/PROPOSAL** | **ALTERNATE #1** | **ALTERNATE #2** | **ALTERNATE #3 OR BASE BID B** | **ALTERNATE #4 OR BASE BID C** | **ALTERNATE #5** (Modernization or Reconstruction Only) |
|---|---|---|---|---|---|---|
| A. Prime Bidder, *if DVBE (own participation)* | $ | $ | $ | $ | $ | $ |
| B. DVBE Subcontractor or Supplier | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| C. Subtotal (A & B) | | | | | | |
| D. Non-DVBE | | | | | | |
| E. Total Bid | | | | | | |

## PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*



| BIDDER'S NAME | BUSINESS ADDRESS | CONTACT PERSON |
|---|---|---|
| TELEPHONE NUMBER | OWNER | COUNTY |

### GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. **If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.**

### PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

| CATEGORY | TELEPHONE NUMBER | DATE CONTACTED | PERSON CONTACTED |
|---|---|---|---|
| 1. Owner | | | |
| | | | |
| 2. Office of Small Business and DVBE Services (OSDS). OSDS publishes a searchable list of Disabled Veteran Business Enterprises Internet address – http://www.bidsync.com/DPXRisCASB | (916) 375-4940 | | |
| | | | |
| 3. DVBE Organizations (*List*): | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 4. Write "recorded message" in this column, if applicable. | | | |

**PART II – ADVERTISEMENTS** *You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.*

***Attach copies of advertisements to this form.***

| FOCUS/TRADE PAPER NAME | *CHECK ONE* TRADE | FOCUS | DATE OF ADVERTISEMENT |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

| IF THE DVBE….. | THEN….. | AND….. |
|---|---|---|
| Was selected to participate | Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification | Include a copy of their DVBE letter from OSBCR. |
| Was **not** selected to participate | Check "no" in the "SELECTED" column | State why in the "REASON NOT SELECTED" column. |
| Did not respond to your solicitation | Check the "NO RESPONSE" column | |

| DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED | *SELECTED* *YES* | *NO* | REASON NOT SELECTED **This section must be completed** | NO RESPONSE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

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

| SIGNATURE OF CHIEF EXECUTIVE OFFICER | DATE |
|---|---|
| | |

# IRAN CONTRACTING ACT CERTIFICATION

**(Public Contract Code sections 2202-2208)**

***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID***

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

| | |
|---|---|
| *Bidder Name/Financial Institution (Printed)* | *Federal ID Number (or n/a)* |
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | |
| *Date Executed* | *Executed in* |

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

| | |
|---|---|
| *Bidder Name/Financial Institution (Printed)* | *Federal ID Number (or n/a)* |
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | *Date Executed* |

# FORM OF AGREEMENT

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective _____, 2016, by and between the Hayward Unified School District, Alameda County, California, hereinafter called the "Owner" and _____ hereinafter called the "Contractor."

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**(ENTER NAME AND LOCATION OF PROJECT)**

all in strict compliance with the plans, drawings and specifications therefore prepared by:

**(ARCHITECT'S NAME, ADDRESS AND TELEPHONE NUMBER)**

and other contract documents relating thereto.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

[*Choose one paragraph*:]

Time is of the essence in this contract, and the time of Completion for the Project shall be _____ [*words*](_____[*numerals*]) calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date _____[*words*] (_____[*numerals*]) calendar days after full execution of the Agreement.

*(OR)*

Time is of the essence in this contract, and the time of Completion for the Project shall be _____ [*words*](_____[*numerals*]) calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to Complete the Project within the time and in the manner provided for by the Contract Documents (i.e., by the Completion deadline) shall subject the Contractor to liquidated damages. For

purposes of liquidated damages, the concept of "substantial completion" shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not Completed by the Completion deadline are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Project by the Completion deadline: _____ Dollars ($_____) for each calendar day by which Completion of the Project is delayed beyond the Completion deadline as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of Completion and liquidated damages.

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds **[Amount in Words]** dollars ($**[Amount]**) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

[*Insert the following if Owner chose to use a retention higher than 5%*] The Owner has made a finding that this Project is substantially complex and requires a retention amount greater than 5%. (Public Contract Code section 7201). The retention amount on this Project is _____[*retention percentage spelled out*] percent (__%[*insert numeral*]). *[See Notice to Bidders for the basis for the finding.]*

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be

deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the

Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be:

| | | |
|---|---|---|
| **Commercial General Liability and Property Damage Insurance** (including automobile insurance) which provides limits of not less than: | | |
| a. Per occurrence (combined single limit) | $ | 1,000,000.00 |
| b. Project Specific Aggregate (for this project only) | $ | 2,000,000.00 |
| c. Products/Completed Operations | $ | 1,000,000.00 |
| d. Personal & Advertising Injury limit | $ | 1,000,000.00 |

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

| **[CONTRACTOR]** | **HAYWARD UNIFIED SCHOOL DISTRICT** |
|---|---|
| _____ | _____ |
| Signature | |
| _____ | _____ |
| Signed By (Name/Title) | Signed By (Name/Title) |
| _____ | |
| Calif Contractor's License No./Expiration Date | |
| _____ | |
| DIR Registration Number | |

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

# PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that we, _____ _____ as Principal and _____ as Surety, are held and firmly bound unto the Hayward Unified School District, in the County of Alameda, State of California, hereinafter called the “"Owner,” in the sum of _____ Dollars ($_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 20___, for construction of:

_____

**(DESCRIPTION AND LOCATION OF PROJECT)**

The condition of this obligation is such that**,** if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said 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.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____
hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by )
(Principal and Surety, )
(and acknowledged and )
(Notarial Seal attached )

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

# PAYMENT BOND
**(Labor and Material)**

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Hayward Unified School District (the "Owner" of the public works project described below) and _____ (hereinafter designated as the "Principal") have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

**_____ (DESCRIPTION AND LOCATION OF PROJECT)**

Which said agreement dated _____, _____, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars ($_____) which sum well and truly 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 said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees 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 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 effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said 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, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by )
(Principal and Surety, )
(and acknowledged and )
(Notarial Seal attached )

_____
Principal

_____

_____
Surety

_____

By:_____

Attorney-in-Fact

The above bond is accepted and approved this ____ day of _____.

## INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

***This document to be submitted with the executed Agreement between Owner and Contractor.***

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

| Yes | No | |
|---|---|---|
| [ ] | [ ] | Employees will have more than limited contact with students as determined by Owner, or if by Contractor, please explain: _____ _____ |

If yes, the following steps will be taken to ensure student safety (check):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:
_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:
_____

Name of employee who is the custodian of the Department of Justice verification information:
_____

[ ] Owner agrees: Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

_____
Signature
Typed Name:_____
Title: _____

**This is a fiduciary account created by statute, Public Contract Code section 22300. The funds deposited in this account shall not be released to Contractor or any other person or entity, other than Owner, including pursuant to any purported lien or writ of attachment or execution, without the prior written, express approval of Owner.**

# ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Hayward Unified School District, whose address is _____ (hereinafter called "Owner"), _____, whose address is _____ (hereinafter called "Contractor"); and _____, a state or federally chartered bank in California whose address is _____ (hereinafter called "Escrow Agent").

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

l. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the Contract entered into between the Owner and Contractor in the amount of _____ Dollars ($_____), and dated _____, ____, (the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within ten (10) calendar days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. If the Owner determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial owner.

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

3. Pursuant to Public Contract Code section 22300, as an alternative to the procedures set forth above, Contractor may request in writing that the Owner pay retention amounts directly to Escrow Agent. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for benefit of the Contractor until such time as the escrow created under this Escrow Agreement is terminated. The 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 the Owner pays the Escrow Agent directly.

4. The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

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 Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent pursuant to Section 3 above, as instructed by Owner. Escrow Agent shall not be concerned with the validity of any notice of default given by Owner pursuant to this paragraph, and shall promptly comply with Owner's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand and hereby waives any present or future opportunity of interpleader.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the 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 moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and Contractor pursuant to Sections (4), (5), (6), (7) and (8) of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner, the Contractor and the Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF OWNER:

_____
Signature

_____
Typewritten Name

_____
Title

ON BEHALF OF CONTRACTOR:

_____
Signature

_____

Typewritten Name

_____

Title

ON BEHALF OF ESCROW AGENT:

_____

Signature

_____

Typewritten Name

_____

Title

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

OWNER:

_____

Signature

_____

Typewritten Name

_____

Title

CONTRACTOR:

_____

Signature

_____

Typewritten Name

_____

Title

ESCROW AGENT:

_____

Signature

_____

Typewritten Name

_____

Title

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

# WORKERS' COMPENSATION CERTIFICATE

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 in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate 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 or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

# DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq*., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency 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 by subdivision (a) 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 or grant 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 Owner 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 or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

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

_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

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

**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

| | |
|---|---|
| *Bidder Name/Financial Institution (Printed)* | *Federal ID Number (or n/a)* |
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | |
| *Date Executed* | *Executed in* |

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

| | |
|---|---|
| *Bidder Name/Financial Institution (Printed)* | *Federal ID Number (or n/a)* |
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | *Date Executed* |

# ROOF PROJECT CERTIFICATION

[*Public Contract Code §3006(a,)(b)*]

I, [Name], [name of employer], certify that I have not offered, given , or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, [Name], [name of employer], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, [Name], [name of employer], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

_____

[*name and address of building, contract date and number*]

_____

[*name and address of building, contract date and number*]

_____

[*name and address of building, contract date and number*]

_____

[*name and address of building, contract date and number*]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____ Signature _____ Date

_____ Print Name

_____Print Name of Employer

# ALCOHOL AND TABACCO FREE CERTIFICATION

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Authorized Official of Contractor: _____ (company name)

| | |
|---|---|
| _____ | _____ |
| Print Name | Title |
| _____ | _____ |
| Phone Number | Email Address |
| _____ | _____ |
| Signature | Date |

# ASBESTOS FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for:

[Project Number and Name] , hereinafter referred to as the "Project", and submitted it to the HAYWARD UNIFIED SCHOOL DISTRICT on behalf of

_____ , hereinafter referred to as the "Contractor".

To the best of my knowledge, information and belief, in completing the Contractor's work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

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

Executed on this _____ day of_____, 20_____ at _____ .

Authorized Official of Contractor: _____ (company name)

| | |
|---|---|
| _____ | _____ |
| Print Name | Title |
| _____ | _____ |
| Phone Number | Email Address |
| _____ | _____ |
| Signature | Date |

---

State of California, County of _____ .

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ , 20_____ ,

by _____ (print name of Notary), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Signature - Notary Public in and for the State of California

My Commission Expires: _____ *Seal here*

# GENERAL CONDITIONS

**For**

**CONTRACT OF CONSTRUCTION**

**FOR**
**[PROJECT NUMBER AND NAME]**
**PROJECT**

**HAYWARD UNIFIED SCHOOL DISTRICT**

**[Date] - [Time]**

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# ARTICLE 1

## GENERAL CONDITIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

#### 1.1.2 THE CONTRACT

The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

#### 1.1.3 THE WORK

The "Work" shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

#### 1.1.4 THE PROJECT

The “Project” is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

### 1.1.5 THE DRAWINGS

The “Drawings” are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

### 1.1.6 THE SPECIFICATIONS

The “Specifications” are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

### 1.1.7 THE PROJECT MANUAL

The “Project Manual” is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

### 1.1.8 OR

“Or” shall include “and/or.”

### 1.1.9 COMPLETION OR COMPLETE

Statutory definitions of “completion” and “complete” shall apply for those statutory purposes. For accrual of liquidated damages, Claim and warranty purposes, “completion” and “complete” mean the point in the Project where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner’s representatives have conduced a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance of the Work shall not constitute “completion” or “complete” under the Contract Documents.

## 1.2 EXECUTION, CORRELATION AND INTENT

### 1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.4 ***Conformance With Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the Award of the Contract, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Architect or Owner, including but not limited to

as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

1.2.1.5 ***Ambiguity.*** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.1.6 ***Execution.*** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

### 1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 ***Addenda.*** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 ***Deferred Approvals.*** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

### 1.2.3 SPECIFICATION INTERPRETATION

1.2.3.1 ***Titles.*** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 ***Provide.*** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 ***General Conditions.*** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 ***Abbreviations.*** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.3.6 ***Plural.*** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 ***Metric.*** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 ***Standard Specifications.*** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 ***Absence of Modifiers.*** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## 1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear

appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

## ARTICLE 2

## OWNER

### 2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner and/or the Owner's authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

#### 2.2.1 INTENTIONALLY LEFT BLANK

#### 2.2.2 SITE SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

#### 2.2.3 SOILS

2.2.3.1 ***Owner Furnished Services.*** When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 ***Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses,

studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

### 2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

### 2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

### 2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 ***Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 ***Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 ***Notification.*** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 ***Underground Utility Clearance.*** It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

### 2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

### 2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

### 2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

### 2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

## 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to paragraph 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

## 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

# ARTICLE 3

# THE CONTRACTOR

## 3.1 DEFINITION

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

## 3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

### 3.2.1 CONTRACTOR

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6. Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

### 3.2.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

### 3.2.3 OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### 3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

### 3.2.5 PROJECT MEETINGS

Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Project and the future progress of the Work. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections.

## 3.3 SUPERINTENDENT

### 3.3.1 FULL TIME SUPERINTENDENT

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

#### 3.3.2 STAFF

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

#### 3.3.3 RIGHT TO REMOVE

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

### 3.4 LABOR AND MATERIALS

#### 3.4.1 CONTRACTOR TO PROVIDE

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

#### 3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

#### 3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to the Owner.

#### 3.4.4 DISCIPLINE

The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

### 3.5 WARRANTY

For the period of one (1) year after completion of the Work (see Sections 9.7.1 and 12.2.5), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of

good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## 3.6 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

## 3.7 PERMITS, FEES AND NOTICES

### 3.7.1 PAYMENT

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

### 3.7.2 COMPLIANCE

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

### 3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

### 3.7.4 RESPONSIBILITY

If the Contractor performs Work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Contractor shall assume full responsibility for such Work, for all delays attributable thereto, and shall bear the attributable cost of correction or Project delay.

## 3.8 ALLOWANCES

3.8.1 **CONTRACT**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.8.2 **SCOPE**

3.8.2.1 ***Prompt Selection.*** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 ***Cost.*** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 ***Cost Included in Contract Sum.*** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 ***Contract Sum Adjustment.*** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the Contractor's costs under paragraph 3.8.2.3.

## 3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 **REQUIREMENTS**

Before the Contractor's commencement of Work on the Project Site or within two (2) weeks of award of the Contract, whichever is earlier, Contractor shall prepare and submit for the Owner's, and any construction manager's, information the construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Contractor shall submit a monthly updated schedule that will include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

The schedule and updates shall conform, at a minimum, to industry standards for critical path scheduling and to facilitate Owner's Project management and evaluation of Contractor Claims for additional money or time.

The schedule and updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect work performed to date, all construction tasks (including procurement), the critical path schedule for completion of the remainder of the Project, and the percentage of the Work completed. The original schedule and updates shall include all delay days

for weather not unusually severe, even though that weather will not entitle Contractor to additional time or money.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect and any construction manager, a revised construction schedule within seven (7) days of the change, unless a different time period is stated in Division 1 of the Specifications.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Project schedule, a contractual milestone or the Project completion date (as adjusted by change orders) or if the Contractor's actual progress falls behind the Project schedule or it is apparent to Owner or Contractor that Contractor will not meet contractual milestones or the Project completion date (as adjusted by change orders), the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan, unless a different time period is stated in Division 1 of the Specifications. At a minimum, the recovery plan must include a revised schedule that gets the Work back on schedule and completes all Work by the contractual milestones and Project completion date (as adjusted by change orders) or by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

> I, [name of declarant], declare the following:
>
> [Contractor company name] has contracted with [public entity name] for the [name of project] Project. [Contractor company name] authorized me to prepare schedules for [public entity name] for this Project, and I prepared the attached schedule. I am the most knowledgeable person at [contractor company name] regarding the scheduling of this Project.
>
> The attached schedule does not breach the Contract between [contractor company name] and [public entity name] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate as-built and as-planned dates of work on the Project (including supporting data), and is not a false claim.
>
> The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or [contractor company name].
>
> While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for [contractor company name]) when necessary to ensure that the statements were true and correct.
>
> I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.
>
> _____
> [name of declarant]

### 3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

### 3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

## 3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings,

Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Architect for delivery to the Owner upon completion of the Work.

## 3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

### 3.11.1 SUBMITTALS DEFINED

3.11.1.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all 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 their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are 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. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 ***Samples.*** The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 ***Contractor's Responsibility.*** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" provisions in Division 1 of the Specifications and in accordance with the Contractor's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor or any

Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections.*** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the Schedule prepared by Contractor. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On completion of the Contractor's portion of the Work and prior to Application for Final Progress Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 **SUBSTITUTIONS**

3.11.4.1 ***One Product Specified.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner prior to the date of the bid opening. Any Requests submitted less than fourteen (14) days prior to the date of the bid opening will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's, or any

other governmental agency having jurisdiction, approval of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

### 3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

## 3.12 CUTTING AND PATCHING

### 3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### 3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

### 3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

### 3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

## 3.13 CLEANING UP

### 3.13.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

### 3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

### 3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

## 3.14 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

## 3.15 ROYALTIES AND PATENTS

### 3.15.1 PAYMENT AND INDEMNITY

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

### 3.15.2 REVIEW

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

## 3.16 INDEMNIFICATION

### 3.16.1 SCOPE: CONTRACTOR

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

### 3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 ***Indemnity.*** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 ***Joint and Several Liability.*** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

### 3.16.3 NO LIMITATION

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

## 3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

## 3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under General Conditions section 4.5, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as a basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Project management and the mitigation of Project costs and delays.

# ARTICLE 4

# ADMINISTRATION OF THE CONTRACT

## 4.1 ARCHITECT

### 4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

### 4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

### 4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

## 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

### 4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several Owner's representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

### 4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents.

### 4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

### 4.2.5 PAYMENT APPLICATIONS

The Contractor shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

### 4.2.6 REJECTION OF WORK

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

### 4.2.7 CHANGE ORDERS

The Architect will prepare change orders and construction change directives and may authorize minor changes in the Work.

### 4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

### 4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

### 4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 ***Architect's Interpretations and Decisions.*** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 ***Typical Parts and Sections.*** Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 ***Dimensions.*** Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

## 4.3 INSPECTOR OF RECORD

### 4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

### 4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

### 4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

### 4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with the temporary facilities as required under Division 1 of the Specifications.

## 4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

A. Services made necessary by the default of the Contractor.

B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.

C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.

D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.

F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.

G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

## 4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the

requirements of Section 4.5 and Article 7, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

### 4.5.1 NOTICE OF POTENTIAL CHANGE

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Project management and the mitigation of Project costs and delays.

### 4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believes that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR") to Owner within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of section 4.5.2. If the COR is not

timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the Owner requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

### 4.5.3 DEFINITION OF CLAIM

A "Claim" is a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the Owner. A claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and includes an alleged breach of contract by the Owner. A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

### 4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Architect and Owner) on or before the date of the Final Progress Payment. Owner's rejection, or lack of rejection, of a COR at any time does not affect the deadline for filing a Claim.

In addition, on or before submitting its request for a final progress payment based on 100% completion of the work, Contractor shall submit to Owner, in writing, a summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed and which were fully compliant

with the Contract's requirements for Claims. The submission of an Application for Payment for the Final Progress Payment shall constitute a complete waiver of all Claims against Owner under or arising out of this Contract, except those identified in the above summary. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

### 4.5.5 CONTENT OF CLAIM

#### 4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor. In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

> I, [name of declarant], declare the following:
>
> [Contractor company name] has contracted with [public entity name] for the [name of project] Project. ([Contractor company name] ) authorized me to prepare the attached Claim for money and/or time extension) for [public entity name] regarding this Project (dated _____, 20__, entitled _____, and requesting $_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at [contractor company name] regarding this Claim.
>
> The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or [contractor company name].
>
> The attached Claim does not breach the Contract between [contractor company name] and [public entity name] for this Project, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that [public entity name] is responsible under its Contract with [contractor company name].

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 2___, at _____, California.

_____
[name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 ***Claims for Additional Money***

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the Owner expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 ***Claims for Additional Time***

4.5.5.3.1 ***Notice of Extent of Claim***

If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on completion

date (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within thirty (30) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the Owner expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

##### 4.5.5.3.2 ***Unusually Severe Weather Claims***

If unusually severe weather is the basis for a Claim for additional time, Contractor must provide Owner data and facts showing that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated or mitigated, and had an adverse effect on the critical path of the scheduled construction.

#### 4.5.5.4 ***"Pass Through" Claims***

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to Owner, then Contractor must comply with all requirements of Section 4.5, including Notices of Potential Change, Change Order Requests, and Claims. Contractor must prepare and submit its own analysis of the Subcontractor's request, and the Claim must include a copy of the Subcontractor's request along with any other necessary supporting documentation.

The Contractor's analysis of the Subcontractor's request must include Contractor's detailed explanation as to why the Subcontractor or supplier's request is the Owner's responsibility, including Contractor's analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor's breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the Owner's breach of the Contract caused the Contractor's breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that Owner is responsible for the Subcontractor's request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

### 4.5.6 **PROCEDURES FOR CLAIMS LESS THAN OR EQUAL TO $375,000 (PUBLIC CONTRACT CODE SECTION 20104.2)**

Claims less than or equal to $375,000 are subject to this section 4.5.6, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5.

#### 4.5.6.1 ***Claims for Less Than $50,000***

For Claims of less than fifty thousand dollars ($50,000), the Owner shall respond in writing to any written Claim within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner and Contractor. If Owner and Contractor cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within fifteen (15) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

4.5.6.2 ***Claims Over $50,000 and Less Than or equal to $375,000***

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

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner and Contractor. If Owner and Contract cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within thirty (30) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

4.5.6.3 ***Meet and Confer***

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner'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 Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

If a Claim, or any portion of a Claim, over $100,000 remains in dispute after the meet and confer and Contractor wishes to pursue it, Contractor must demand non-binding mediation in writing within fifteen (15) days. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to

this paragraph, Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

#### 4.5.6.4 *Government Code Claim*

If the Claim or any portion remains in dispute after the meet and confer conference and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.3. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.3, including any period of time utilized by the meet and confer process.

### 4.5.7 **PROCEDURES FOR CLAIMS OVER $375,000**

Contractor and Owner shall proceed with Claims over $375,000 pursuant to Section 4.5.6, except as follows: (a) Section 4.5.6.1, shall not be applicable; (b) for Section 4.5.6.2, Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor; (c) for Section 4.5.6.2, Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) for Section 4.5.6.3, following the meet and confer conference, if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate (non-binding). If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim pursuant to Section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

### 4.5.8 **CONTINUING CONTRACT PERFORMANCE**

Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

### 4.5.9 **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

#### 4.5.9.1 *Trenches or Excavations Less Than Four Feet Below the Surface*

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.9.2 ***Trenches or Excavations Greater Than Four Feet Below the Surface***

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.9.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, 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 the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(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.

4.5.9.2.2 The public entity 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 in the Contract.

4.5.9.2.3 In the event that a dispute arises between the public entity 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 which pertain to the resolution of disputes and protests between the contracting parties.

4.5.10 **INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice

shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

# ARTICLE 5

# SUBCONTRACTORS

## 5.1 DEFINITIONS

### 5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

### 5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### 5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

## 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

### 5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

### 5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written Contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the prime contractor;

B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;

C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;

D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.

E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;

F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or

G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.

H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.

I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 ***No Change in Contract.*** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for the completion of the Project.

5.2.2.2 ***Substitution Due to Clerical Error.*** The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written

notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

## 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

## 5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

### 5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

### 5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

### 5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

### 5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

### 5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Project for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

### 5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

### 5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

### 5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

### 5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

### 5.5.10 DISPUTES NOT TO AFFECT WORK

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

### 5.5.11 APPLICATION FOR PAYMENT

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

### 5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

### 5.5.13 ON-SITE RECORD KEEPING

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

### 5.5.14 NON-EXCLUSIVE OBLIGATIONS

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

## ARTICLE 6

## CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

### 6.1.1 OWNER'S RIGHTS

The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

### 6.1.2 DESIGNATION AS CONTRACTOR

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner/Contractor Agreement.

### 6.1.3 CONTRACTOR DUTIES

The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in

reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner until subsequently revised.

### 6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

## 6.2 MUTUAL RESPONSIBILITY

### 6.2.1 DELIVERY AND STORAGE

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

### 6.2.2 NOTICE BY CONTRACTOR

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

### 6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Contractor/any contractor cause damage to the work/Work or property of any separate contractor on the Project, or cause any delay to any such contractor, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under section 3.16. Owner may withhold from progress payments and/or retention the cost of delay or damage to another contractor's work or damage to another contractor's property caused by Contractor.

### 6.2.4 CORRECTION OF DAMAGE

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

## 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

# ARTICLE 7

# CHANGES IN THE WORK

## 7.1 CHANGES

### 7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with money or grant extra time for any extra work ordered by the Owner to be performed. Contractor shall follow the provisions of 7.6 and 7.7 when requesting additional money or additional time. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

### 7.1.2 AUTHORITY TO ORDER MINOR CHANGES

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

## 7.2 CHANGE ORDERS ("CO")

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Contractor upon all of the following:

A. A change in the Work;

B. The amount of the adjustment in the Contract Sum, if any; and

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

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")

### 7.3.1 DEFINITION

A CCD is a written unilateral order signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating an adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

### 7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

## 7.4 REQUEST FOR INFORMATION ("RFI")

### 7.4.1 DEFINITION

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

### 7.4.2 SCOPE

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

### 7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the

Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Project's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold $100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

#### 7.4.4 **COSTS INCURRED**

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

### 7.5 **REQUEST FOR PROPOSAL ("RFP")**

#### 7.5.1 **DEFINITION**

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

#### 7.5.2 **SCOPE**

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

### 7.6 **CHANGE ORDER REQUEST** ("COR")

#### 7.6.1 **DEFINITION**

A COR is a written request prepared by the Contractor asking the Owner for additional money or time.

#### 7.6.2 **CHANGES IN PRICE**

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

#### 7.6.3 **CHANGES IN TIME**

Where a change in Contract Time is requested, a COR shall also include delay analysis to validate any proposed change to the Contract Time, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days

to make the proposed change, but must be based upon the impact to the Project Schedule as defined in section 3.9 and Division 1 of the Specifications.

## 7.7 PRICE OF CHANGE ORDERS

### 7.7.1 SCOPE

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

### 7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;

C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Contractor**.

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs**.

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type

not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

### 7.7.3 FORMAT FOR PROPOSED COST CHANGE

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

| | EXTRA | CREDIT |
|---|---|---|
| A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work) | _____ | _____ |
| B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.) | _____ | _____ |
| C. Equipment (attach any invoices) | _____ | _____ |
| D. Subtotal | _____ | _____ |
| E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D. | _____ | _____ |
| F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B. | _____ | _____ |
| G. Subtotal | _____ | _____ |

| | | |
|---|---|---|
| H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%). | _____ | _____ |
| I. Subtotal | _____ | _____ |
| J. Bond not to exceed one percent (1%) of Item I. | _____ | _____ |
| K. TOTAL | _____ | _____ |

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

### 7.7.4 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 omissions in the Work as provided herein.

### 7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

### 7.7.6 NOTICE REQUIRED

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

### 7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

## 7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

# ARTICLE 8

# TIME

## 8.1 DEFINITIONS

### 8.1.1 CONTRACT TIME

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

### 8.1.2 NOTICE TO PROCEED

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Agreement. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

### 8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## 8.2 HOURS OF WORK

### 8.2.1 SUFFICIENT FORCES

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

### 8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours 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 Owner.

### 8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the 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, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the 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 calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

### 8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention.

### 8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

## 8.3 PROGRESS AND COMPLETION

### 8.3.1 TIME OF THE ESSENCE

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

### 8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

### 8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously to perform the Work, with adequate forces, labor, materials, equipment, services and management, and shall achieve Completion within the Contract Time.

## 8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

### 8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)

If Contractor exercises due diligence, but the critical path schedule of the Work is unavoidably delayed due to acts of God, acts of public enemy, acts of the Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually severe weather, or delays of subcontractors due to such causes, the Owner shall extend the time to complete the Work if Contractor complies with Section 4.5 and Article 7. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

### 8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays (see above) for which Contractor is also entitled to monetary compensation. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; ***however***, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including but not limited to an analysis that establishes no concurrency.

### 8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other required procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

### 8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

### 8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Project within the time and in the manner provided for by the Contract Documents (i.e., by the Completion deadline) shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of "substantial completion" shall not constitute Completion and is not part of this agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not Completed by the Completion deadline are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the

use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Project by the Completion deadline, during or as a result of each calendar day by which Completion of the Project is delayed beyond the Completion deadline as adjusted by Change Orders.

If the Contractor fails to Complete the Project by the Completion deadline as adjusted by Change Orders, and liquidated damages therefore accrue, the Owner, in addition to all other remedies provided by law, shall have the right to assess liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before the Completion deadline (as adjusted by Change Orders) that the Contractor cannot or will not complete the Work before that Completion deadline, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of Completion and liquidated damages.

### 8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

## ARTICLE 9

## PAYMENTS AND COMPLETION

### 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### 9.2 COST BREAKDOWN

#### 9.2.1 REQUIRED INFORMATION

On forms approved by the Owner, the Contractor shall furnish the following:

A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for each Project or Site. Each item in the schedule of values shall include its proper share of the overhead and profit.

B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the

Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;

C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;

D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number, and classification of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

### 9.2.2 **OWNER ACCEPTANCE REQUIRED**

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

## 9.3 **APPLICATIONS FOR PAYMENT**

### 9.3.1 **PROCEDURE**

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following or such portion thereof as the applicable entity requires:

A. 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;

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

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

D. A certification that the Record Drawings and Annotated Specifications are current;

E. The Owner approved additions to and subtractions from the Contract Sum and Time;

F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);

G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;

H. The percentage of completion of the Contractor’s Work by line item;

I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason; and

J. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

### 9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Contractor, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Contractor and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

### 9.3.3 WARRANTY OF TITLE

The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the work. Transfer of title to work does not constitute a waiver by Owner of any defects in the work.

## 9.4 REVIEW OF PROGRESS PAYMENT

### 9.4.1 OWNER ACCEPTANCE

The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part as provided in paragraph 9.5.1.

### 9.4.2 OWNER'S REVIEW

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for

conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the work covered by the Application for Payment, nor will it be a representation that the Owner has:

A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;

B. Reviewed construction means, methods, techniques, sequences, or procedures;

C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or

D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## 9.5 DECISIONS TO WITHHOLD PAYMENT

### 9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

A. Defective or incomplete Work not remedied;

B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the stop payment notice funds withheld to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;

D. Reasonable doubt that the Work can be completed for the unpaid balance of any Contract Sum or by the completion date;

E. Damage to the property or work of the Owner, another contractor, or subcontractor;

F. Unsatisfactory prosecution of the Work by the Contractor;

G. Failure to store and properly secure materials;

H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

I. Failure of the Contractor to maintain record drawings;

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

K. Unauthorized deviations from the Contract Documents;

L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;

M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;

N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;

O. Overpayment to Contractor on a previous payment;

P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform;

Q. The estimated cost of performing work pursuant to Section 2.4;

R. Actual damages related to false claims by Contractor;

S. Breach of any provision of the Contract Documents;

T. Owner's potential or actual loss, liability or damages caused by the Contractor; and

U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Owner is withholding amounts from the payment. To claim wrongful withholding by

the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Owner within thirty (30) days of receipt of the notice, and Owner shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Owner's response, Contractor shall timely submit a Claim pursuant to Section 4.5.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Project the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

#### 9.5.2 PAYMENT AFTER CURE

When Contractor removes or cures the grounds for withholding amounts, 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.

#### 9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

### 9.6 PROGRESS PAYMENTS

#### 9.6.1 PAYMENTS TO CONTRACTOR

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplied with. Payment shall not be a waiver of any such direction.

#### 9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on

account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

### 9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

### 9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

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

### 9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

### 9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

### 9.6.7 JOINT CHECKS

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

## 9.7 COMPLETION OF THE WORK

### 9.7.1 CLOSE-OUT PROCEDURES

When the Contractor considers that the Work is complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be completed or corrected (the "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 the Punch List does not alter the responsibility of the Contractor to complete all Work (including the omitted item) in accordance with the Contract Documents, and to complete or correct the work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List work is complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine completion. Owner shall again inspect the Work and inform the Contractor of any items that are incomplete or incorrect. Contractor shall promptly complete or correct items until no items remain.

After the Work, including all Punch List work, is inspected and informally deemed by the Owner to be complete, the Owner's governing body may formally accept the Work as complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's completion of the Work.

### 9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Contractor to make inspections to confirm completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

## 9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Contractor 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.

## 9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION

### 9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT

When, pursuant to Section 9.7.1, the Owner finds all of the Work is completed in accordance with the Contract Documents, it shall so notify Contractor, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been completed in accordance with the Contract Documents.

### 9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be fulfilled:

A. The Work shall be complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to

obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.

B. 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, and Contractor delivered them to the Owner.

C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.

D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

### 9.9.3 RELEASE OF RETAINAGE

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account. Owner shall release the undisputed retainage within sixty (60) days after completion of the Work. For this purpose, "completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

## 9.10 SUBSTITUTION OF SECURITIES

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

## ARTICLE 10

## PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

#### 10.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors to form a joint safety effort.

#### 10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

#### 10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

#### 10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

#### 10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

### 10.2 SAFETY OF PERSONS AND PROPERTY

#### 10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

A. Employees on the Work and other persons who may be affected thereby;

B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

### 10.2.2 CONTRACTOR NOTICES

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

### 10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

### 10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

### 10.2.5 FINGERPRINTING

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

## 10.3 PROTECTION OF WORK AND PROPERTY

### 10.3.1 PROTECTION OF WORK

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until formal acceptance of the Work or completion of the Work if there is no formal acceptance of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

### 10.3.2 PROTECTION FOR ELEMENTS

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

### 10.3.3 SHORING AND STRUCTURAL LOADING

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

### 10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

### 10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner’s and the Contractor’s instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

### 10.3.6 SITE ACCESS

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

### 10.3.7 PROTECTION OF MATERIALS

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

## 10.4 EMERGENCIES

### 10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

### 10.4.2 ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

## 10.5 HAZARDOUS MATERIALS

### 10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

### 10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

### 10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any additional costs incurred or Project delay in accordance with the applicable provisions of Article 7 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, District does not waive any immunities.

### 10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

### 10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

### 10.5.6 ARCHEOLOGICAL MATERIALS

In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice form the Owner.

# ARTICLE 11

# INSURANCE AND BONDS

## 11.1. CONTRACTOR'S LIABILITY INSURANCE

### 11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;

11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;

11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and

11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and

11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

### 11.1.3 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

### 11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on

behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

### 11.1.5 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

### 11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE

#### 11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

### 11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent

of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

### 11.1.8 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

### 11.1.9 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

### 11.1.10 PROOF OF CARRIAGE OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

> This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

(b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

### 11.1.11 COMPLIANCE

In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and

Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

## 11.2 PERFORMANCE AND PAYMENT BONDS

### 11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the Owner may terminate the Contract for cause.

### 11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

# ARTICLE 12

# UNCOVERING AND CORRECTION OF WORK

## 12.1 UNCOVERING OF WORK

### 12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

### 12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in

accordance with Contract Documents, the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

## 12.2 CORRECTION OF WORK; WARRANTY

### 12.2.1 CORRECTION OF REJECTED WORK

The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

### 12.2.2 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

### 12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### 12.2.4 COST OF CORRECTING THE WORK

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming work.

### 12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

Pursuant to the warranty in Section 3.5, if within one (1) year after the completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the

corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

### 12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Section 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties under Sections 3.5 and 9.7.1, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## 12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related work shall be accepted that is not in conformance with the Contract Documents.

# ARTICLE 13

# MISCELLANEOUS PROVISIONS

## 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

## 13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

## 13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

## 13.4 RIGHTS AND REMEDIES

### 13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

### 13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

## 13.5 TESTS AND INSPECTIONS

### 13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

### 13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

### 13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record 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 Inspector of Record may arrange for the testing of the material at the source of supply.

### 13.5.4 TESTING OFF-SITE

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 Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

### 13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for

such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

### 13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

### 13.5.7 COSTS FOR PREMATURE TEST

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

### 13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## 13.6 [INTENTIONALLY LEFT BLANK]

## 13.7 TRENCH EXCAVATION

### 13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Contract Sum 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, submit to the Owner or a registered civil or structural engineer employed
by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

### 13.7.2 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 Owner or by the person to whom authority to accept has been delegated by the Owner.

### 13.7.3 NO TORT LIABILITY OF OWNER

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

### 13.7.4 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.

## 13.8 WAGE RATES

### 13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained 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 for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's Governing Board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

### 13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

### 13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Contractor shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

### 13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

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

### 13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than two hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the

amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor.

### 13.8.6 MINIMUM WAGE RATES

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

### 13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

### 13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

## 13.9 RECORD OF WAGES PAID: INSPECTION

### 13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR"). The Contractor and each subcontractor shall furnish a certified copy of all

payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the DIR. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

## 13.10 APPRENTICES

### 13.10.1 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

### 13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

### 13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

### 13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 ***Apprenticeable Craft or Trade.*** "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

### 13.10.5 RATIO EXEMPTION

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

### 13.10.6 APPRENTICE FUND

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Project, to which fund or funds other contractors in the area of the site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

### 13.10.7 PRIME CONTRACTOR COMPLIANCE

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor.

### 13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this section13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

### 13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

### 13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code section 1777.1, in the event a Contractor or Subcontractor willfully fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

(a) The Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars ($100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the

awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

## 13.11 ASSIGNMENT OF ANTITRUST CLAIMS

### 13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner 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. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

### 13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

## 13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Contractor shall preserve and

cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

## 13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

# ARTICLE 14

# TERMINATION OR SUSPENSION OF THE CONTRACT

## 14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

## 14.2 TERMINATION BY THE OWNER FOR CAUSE

### 14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate the Contract if the Contractor:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the work toward completion within the Contract Time;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);

D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

E. Otherwise is in breach of the Contract Documents.

#### 14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient.

#### 14.2.3 PAYMENTS WITHHELD

If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete.

#### 14.2.4 PAYMENTS UPON COMPLETION

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

#### 14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

### 14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

#### 14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 ***Adjustments.*** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

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

B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 ***Adjustments for Fixed Cost.*** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

## 14.4 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

## 14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

## 14.6 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already

performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

# SPECIFICATIONS

# DIVISION 01
# GENERAL REQUIREMENTS

# SECTION 01 11 00

# SUMMARY OF WORK

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Type of contract.

B. Contract description.

C. Contractor's use of site and premises.

D. Work by Owner.

E. Owner-furnished, Contractor-installed (OFCI) items.

F. Miscellaneous requirements including environmental management.

G. Specification formats and conventions.

### 1.2 REFERENCES

A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 for definitions, acronyms, and abbreviations.

B. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.

C. Referenced Standards, Manuals, and Codes:

1. The Associated General Contractors of America (AGC) – Manual of Accident Prevention for Construction.
2. California Code of Regulations (CCR):
   a. Title 8, Division 1, Chapter 3.2 – California Occupational Safety and Health Regulations (Cal/OSHA).
   b. Title 8, Division 1, Chapter 4, Sub-Chapter 4 – Construction Safety Orders.
   c. Title 24, Part 2 – 2016 California Building Code (CBC).
3. California Fire Code (CFC) – Chapter 33.
4. Occupational Safety and Health Act (OSHA) of 1970.
5. NFPA 10 – Standard for Portable Fire Extinguishers.
6. NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations.

### 1.3 TYPE OF CONTRACT

A. Project will be constructed under Single Prime Contract.

1.4 CONTRACT DESCRIPTION

A. Project Title and Location: Hayward Unified School District, Harder Elementary School, Laurel Avenue, Hayward, California, 94541.

B. Owner: Hayward Unified School District, 24411 Amador Street, Hayward, California, 94544.

C. Architect: Lionakis, 1919 Nineteenth Street, Sacramento, California 95811.

D. Work of the project includes, but is not limited to, construction of the following items:

1. Clear the site of all vegetation, paving, rubble and other existing site improvements as indicated, and as required to provide new Work.
2. Provide and maintain barricades, fences and other protective devices as required by County ordinances and codes, and as required to protect the public and personnel, for the duration of construction.
3. Perform all excavation, fill, backfill, shoring, bracing and other incidental work required to complete the construction as shown.
4. Extend utilities as shown or required.
5. Construct new building structures complete, as shown and specified.
6. Construct new on-site improvements as shown and specified.
7. Perform all other miscellaneous work as shown and specified, and as may be authorized by Owner.

E. Regulatory Requirements for Construction Safety: Contractor shall provide and use all means necessary to ensure that physical work to be performed is within construction standards as set by CBC Chapter 33, CFC Chapter 33, NFPA 241, General Safety Orders of Title 8, California Code of Regulations, and as set by CAL-OSHA requirements, local, State and National Building, Mechanical and Electrical Codes, latest editions, and safety requirements for secondary structures.

F. Existing Site Conditions: Contractor shall make a thorough examination of the site to determine all existing conditions affecting the Work.

G. Work Not Included: Except for such auxiliary work as shown or specified, or is necessary as part of the construction, the following is NOT included in this Contract:

1. Any work shown but marked "Not In Contract" (NIC) or otherwise designated to be done under another Contract or by Owner.
2. Items noted NIC will be furnished and installed by Owner and coordinated with the Work by Contractor.

1.5 CONTRACTOR’S USE OF SITE AND PREMISES

A. Vehicle access to Project site shall be held to a minimum. Vehicle access will be on one specific route approved by Owner; no exceptions will be allowed.

B. Coordinate use of the premises under the direction of Architect and Owner.

C. Assume full responsibility for the protection and safekeeping of materials, products, and equipment under this Contract, stored on the site.

D. Move any stored materials, products, and equipment under Contractor's control which interfere with the operations of Owner or a separate contractor.

E. Obtain and pay for the use of additional storage or work areas needed for Contractor's operations.

F. Contractor shall be aware of and abide by the Alameda County and local Noise Ordinance and Owner's noise prevention requirements. Contractor to verify Owner's requirements.

## 1.6 WORK BY OWNER

A. Owner will award a separate contract for abatement of [asbestos containing materials], [and] [lead-based paint], [and PCB] in the existing building.

B. Owner-Furnished Owner-Installed (OFOI) Work: Following items will be furnished and installed by Owner:

1.

C. Owner will remove and retain possession of the following items prior to start of the Work:

1.

D. Contractor will remove and Owner will take possession of the following items prior to start of the Work:

1.

E. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins:

1.

F. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract:

1.

G. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract:

1.

## 1.7 OWNER-FURNISHED AND CONTRACTOR-INSTALLED (OFCI) ITEMS

A. Owner-Furnished and Contractor-Installed (OFCI) Items: As listed below:

1. **Owner-Furnished Items:**

B. Owner's Responsibilities:

1. Owner will furnish products indicated. Owner will arrange and pay for delivery of Owner-furnished items to Project site according to approved Construction Schedule.
2. Owner will arrange for and deliver **Owner-reviewed Shop Drawings,** Product Data, and Samples to Contractor.
3. After delivery, Owner will inspect delivered items for damage, jointly with Contractor.

4. If Owner-furnished items are damaged during transportation and delivery or found deficient, Owner will replace damaged, defective or deficient items.
5. Owner will arrange for manufacturers' warranties, inspections, and field service.

C. Contractor's Responsibilities:

1. Contractor is responsible for receiving, unloading, and handling Owner-furnished items at Project site.
2. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
3. Contractor shall review **Shop Drawings,** Product Data, and Samples, and notify **[Architect] [and] [Owner]** of any discrepancies or problems associated with Owner-furnished items.
4. **Contractor shall prepare Shop Drawings, and review Product Data, and Samples, and notify [Architect] [and] [Owner] of any discrepancies or problems associated with Owner-furnished items.**
5. Contractor shall install and incorporate Owner-furnished items into the Work, as indicated and as required. **[Work includes providing support systems to receive Owner's equipment and making plumbing, mechanical, and electrical connections.] [Work includes providing miscellaneous work items associated with installation of Owner-furnished items.]**
6. Contractor shall repair or replace Owner-furnished items damaged by Contractor's operations, as approved by Owner in writing.
7. **Contractor shall furnish and install fasteners and other accessories, as required for complete installation of Owner-furnished items.**

1.8 ENVIRONMENTAL MANAGEMENT

A. Spills: Contractor shall clean up all fluid spills caused by leaks in the equipment or generated while Contractor is performing the work under this Contract. Contractor shall provide drip catch pans for all equipment that drips or leaks oils or other fluids. Spills generated by Contractor’s operation shall be cleaned up by Contractor at no cost to Owner.

B. Dust and Noise Control:

1. Precaution shall be exercised at all times to control dust and excessive noise created as a result of any operations during the construction period.
2. If serious problems and/or complaints arise due to airborne dust and excessive noise, and when directed by Architect and Owner’s Representative, operations causing such problems shall be temporarily discontinued until a suitable remedy is established. The remedy shall be approved by Architect before implementation, and shall be considered part of Contractor’s normal effort to maintain safety and cleanliness without cause for further payment.

1.9 HAZARDOUS MATERIAL (HAZMAT) – REQUIREMENTS

A. Existing conditions and Work to be accomplished under this Contract do not deal with the possible or actual existence of hazardous materials (Hazmat), such as asbestos-containing materials, lead-based paint, PCBs, etc.

B. If there is a possibility of disturbing or contacting surfaces or materials containing hazardous materials (Hazmat) during execution of Work under this Contract, Contractor shall suspend Work in that area, immediately inform Owner and Architect, and follow directions and Hazmat-related procedures provided by Owner.

1.10 MATERIALS AND WORKMANSHIP

A. Except as otherwise specified all materials and equipment incorporated in the Work under the Contract shall be new. All workmanship shall be first-class and by persons qualified in the respective trades.

1.11 ACCIDENT PREVENTION AND PROTECTION OF LIVES AND HEALTH

A. Precaution shall be exercised at all times for protection of all personnel and occupants, including employees of Contractor and Owner, and property.

B. The California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH, also known as Cal/OSHA) requirements for safety and health protection of workers and public apply. Other requirements not covered by Cal/OSHA, shall be in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

C. Comply with safety requirements of California Code of Regulations, Title 8, Division 1, Chapter 4, "Division of Industrial Safety," and Title 8, Division 1, Chapter 3.2, “Cal/OSHA Regulations”; California Code of Regulations, Title 24, California Building Code; and other applicable building and construction codes. Machinery, equipment, openings, power lines, and all other safety hazards shall be guarded or eliminated in accordance with safety requirements of Title 8, and Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

1.12 UTILITIES

A. Excavation at the project site requires a call to Underground Service Alert North (USA North), 800-227-2600.

1. Contractor shall call USA North at least seven days prior to commencing excavation work. Obtain a ticket number and confirm service date for marking underground facilities (utilities).

2. Prior to placing the call, Contractor shall mark the outline of excavation with chalk, paint, or stakes, to enable representatives (locators) of USA North members to map the area for existing underground facilities (utilities).

B. Provide necessary protection to existing utility services and repair work damaged as a result of operations under this Contract.

1.13 PROTECTION OF EXISTING FACILITIES

A. Housekeeping: The premises shall be kept in a clean, safe condition at all times. Rubbish shall be removed as fast as it accumulates.

B. Burning: Burning of refuse, debris, and construction waste at Project site will not be permitted.

1.14 OVERLOADING

A. Contractor shall not overload any part or parts of structures beyond their safe calculated carrying capacities by placing materials, equipment, tools, machinery or any other item thereon. No loads shall be placed on floors or roofs before they have attained their permanent and safe strength.

1.15 MANUFACTURER'S INSTRUCTIONS

A. Where required in the Specifications that materials, products, equipment, and processes be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or stated in words to that effect, it shall be construed to mean that said installation or application shall be in strict accordance with printed instructions furnished by manufacturer of the specified item and is suitable for use under conditions similar to those at the jobsite. Three copies of such instructions shall be included in the applicable submittal and furnished to Architect for review. Obtain Architect’s acceptance prior to commencement of the Work.

1.16 RESPONSIBILITY FOR THEFT AND DAMAGE

A. Owner will not be responsible for the loss or theft of Contractor's tools, equipment and materials.

1.17 FIRE PROTECTION

A. Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire and water damage. All scrap materials, rubbish and trash shall be removed daily from jobsite, inside and around the buildings or structures, as applicable, and shall not be scattered on adjacent property.

B. Suitable storage space shall be provided outside immediate building areas during construction for temporary storage of flammable materials and paints, as required by CFC Chapter 33 and NFPA 241. Excess flammable liquids being used inside the building shall be kept in closed metal containers and be removed from the building during unused periods.

C. Contractor shall provide temporary fire extinguishers during construction in accordance with the recommendations of CBC Chapter 33, CFC Chapter 33, and NFPA Bulletins Nos. 10 and 241. However, in all cases a minimum of one fire extinguisher shall be available for use.

D. Under provisions of CFC Chapter 33 and Chapter 26, provide a fire extinguisher at each location where cutting, soldering, or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of noncombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

1.18 EMERGENCY CONDITIONS

A. Emergency condition shall be any condition at the Project site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from Contractor’s operations.

B. Immediate action shall be taken by Contractor by whatever means necessary to alleviate the condition and to prevent damage or injury to persons or property. Architect, along with Owner, as appropriate, shall be notified of the existence of such a condition, but shall not be called upon to perform emergency service.

C. Owner may not respond to the emergency condition, which shall not be used as an excuse by Contractor to neglect immediate action; Owner will not be responsible or liable for any resulting conditions. Absence of Contractor's Representative during emergency conditions at jobsite shall not relieve Contractor from contractual responsibility of providing an immediate response to the situation, for restoration of conditions to normalcy.

D. If the emergency conditions are not caused by Contractor's fault or neglect, the Contract Sum shall be adjusted to reflect the actual direct field costs of labor and materials to perform and complete emergency measures.

E. The Contract Time shall also be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing not withstanding, adjustments of the Contract Sum or the Contract Time for actions taken by Contractor in response to emergency circumstances shall be subject to Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

1.19 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and numbering system of CSI "MasterFormat, 2004 Edition.

B. Division 01 Sections govern the execution of the Work of all Sections in the Specifications. Contractor shall ensure that all subcontractors, sub-subcontractors, and suppliers are aware of and comply with the provisions of Division 01.

C. Specifications Conventions: Singular words shall be interpreted as plural and plural words shall be interpreted as singular, where applicable, as the context of the Contract Documents indicates.

D. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

# SECTION 01 30 00

# ADMINISTRATIVE REQUIREMENTS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Coordination of construction operations.

B. Coordination drawings.

C. Field engineering.

D. Preconstruction conference.

E. Progress meetings.

F. Preinstallation conferences.

### 1.2 RELATED SECTIONS

A. Section 01 70 00 – Execution and Closeout Requirements.

### 1.3 COORDINATION

A. Coordinate scheduling, submittals and Work of various Sections of the Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. In the event of discrepancy, immediately notify Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.

D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for installation of other Work, maintenance work, and repair work.

E. Do not use spray paint or indelible ink markers for layout on concrete floor slabs scheduled to receive vinyl, linoleum, or rubber flooring.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean up of Work of separate Sections in preparation for Final Completion.

H. After beneficial occupancy of premises by Owner, coordinate access to site for correction of defective Work and Work not complying with the Contract Documents, and to minimize disruption of Owner's activities.

1.4 COORDINATION DRAWINGS

A. Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components, or if coordination is required for installation of products and materials fabricated by separate entities.

B. Provide Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

1. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
2. Indicate required installation sequences.
3. Indicate dimensions shown on the Contract Drawings, and make specific note of dimensions that appear to be in conflict with submitted equipment, and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

C. Sheet Size: Minimum of 8-1/2 inches by 11 inches but no larger than 30 inches by 40 inches.

D. Number of Copies: Unless otherwise indicated, submit three opaque copies of each submittal; Architect will return one copy.

1. Submit three copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain one copy; remainder will be returned.

E. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.5 FIELD ENGINEERING

A. Employ Land Surveyor registered in the State of California and acceptable to Architect and Owner.

B. Locate and protect survey control and reference points. Promptly notify Architect of discrepancies discovered.

C. Control datum for survey is as shown on Drawings.

D. Verify setbacks and easements; confirm Drawing dimensions and elevations.

E. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

F. Submit copies of site drawing and certificate signed by Land Surveyor certifying elevations and locations of the Work are in conformance with the Contract Documents.

G. Maintain complete and accurate log of control and survey work as Work progresses.

H. On completion of foundation walls and major site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

I. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

J. Promptly report to Architect loss or destruction of reference point or relocation required because of changes in grades or other reasons.

K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

1.6 PRECONSTRUCTION CONFERENCE

A. Owner shall contact Contractor within five working days after receipt of a fully executed contract to schedule a preconstruction conference (job-start meeting) to review procedures, work sequences, and tentative scheduling. Contractor shall commence work only after receiving a "Notice to Proceed" which will include a date, time and amount of liquidated damage charges per day if the project is not completed in time as scheduled. Contractor shall not proceed with any work on the project site without a job-start meeting and a copy of the "Notice to Proceed" letter.

B. Attendance Required: Owner, Architect, Contractor, and major subcontractors.

C. Agenda:

1. Distribution of the Contract Documents.
2. Designation of personnel representing the parties in the Contract, including responsibilities of each party.
3. Channels of communication.
4. Emergency contact information.
5. Submission of list of products, Schedule of Values, and Progress Schedule.
6. Labor rates.
7. Procedures and processing of field decisions, requests for information, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
8. Scheduling.
9. Scheduling activities of Geotechnical Engineer and testing laboratory services.
10. Use of premises by Owner and Contractor.
11. Owner's requirements.
12. Survey and building layout.
13. Security and housekeeping procedures.
14. Procedures for maintaining record documents.
15. Requirements for start-up of equipment.
16. Inspection and acceptance of equipment placed into service during construction period.
17. Hazardous material information.
18. Discuss implementation and maintenance of storm water pollution and prevention plan (SWPPP).

D. Record minutes and distribute copies within two days after conference to participants, with copies to Owner, Architect, Project Inspector, and those affected by decisions made.

1.7 PROGRESS MEETINGS

A. Contractor shall schedule and administer meetings throughout progress of the Work at a maximum of bimonthly intervals.

B. Contractor shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings; record minutes and distribute copies within two days after meeting to Owner, Architect, Project Inspector, other participants, and those affected by decisions made.

C. Attendance Required: Job Superintendent, Owner, Architect, major subcontractors and suppliers, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems and solutions.
4. Pre-installation conferences.
5. Identification of problems impeding planned progress.
6. Review of submittals schedule and status of submittals.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of Progress Schedule.
9. Corrective measures to maintain projected schedules.
10. Planned Work progress during each succeeding Work period.
11. Coordination of projected progress.
12. Maintenance of quality and work standards.
13. Construction progress documentation.
14. Effect of proposed changes on Progress Schedule and coordination work.
15. Other Work related items.

1.8 PREINSTALLATION CONFERENCES

A. When required in individual specification Section or when required for proper coordination and execution of the Work, convene a pre-installation conference at work site prior to commencing work of the Section.

B. Require attendance of parties directly affecting, or affected by, work of the specific Section.

C. Contractor shall coordinate the meeting date with required attendees.

D. Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, Owner, Architect and Project Inspector.

E. Review conditions of installation, preparation and installation procedures and coordination with related work.

1.9 UTILITIES AND IRRIGATION LINES

A. Send proper notices, make necessary arrangements, perform other services required in construction, care, and maintenance of all existing utilities and irrigation lines, and assume all responsibility concerning the same. Provide necessary protection to existing utility services and irrigation lines, and repair any work damaged as a result of operations of the Contract.

1.10 COMPLIANCE WITH CODE OF REGULATIONS

A. All work and materials on this project shall be in compliance with the rules and regulations as set forth in the Title 24, California Code of Regulations (CCR) Parts 1 – 6, 9, 11, and 12, a copy of which shall be kept continuously at the site of the Work until completion and final acceptance.

1.11 PROJECT COORDINATION

A. If, because of the non-related sizes of various materials and locations of existing utilities and conditions, etc., it is not possible to accomplish the Work as shown, Contractor shall meet with Architect at the site to determine the most satisfactory arrangement. Contractor shall establish lines and grades for all trades.

1.12 INTEGRATING EXISTING WORK

A. All adjoining existing Work shall be protected from damage of any type due to or by Contractor's operations, equipment, and workmen during the Contract period.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

# SECTION 01 31 14

# ADDITIONAL REQUIREMENTS FOR DSA REVIEWED PROJECTS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Additional requirements for projects reviewed by the Division of the State Architect (DSA).

B. DSA Deferred Submittals.

C. DSA Incremental Submittals.

D. DSA Forms:

1. DSA-6 – Verified Report.
2. DSA-103 – Statement of Structural Tests and Inspections.

### 1.2 RELATED SECTIONS

A. Section 01 40 00 – Quality Requirements: Testing and Inspection.

B. Section 01 70 00 – Execution and Closeout Requirements: Project closeout requirements.

### 1.3 REFERENCES

A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 for definitions, acronyms, and abbreviations.

B. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.

C. California Code of Regulations (CCR).

1. Title 8, Division 1, Chapter 3.2 – California Occupational Safety and Health Regulations (Cal/OSHA).
2. Title 8, Division 1, Chapter 4, Sub-Chapter 4 – Construction Safety Orders.
3. Title 8, Division 1, Chapter 4, Sub-Chapter 7 – General Industrial Safety Orders.
4. Title 19, Division 1 –State Fire Marshal (SFM).
5. California Code of Regulations, Title 24, Part 1 - California Administrative Code.
   a. All Code Section numbers in this Section refer to Chapter 4 “Administrative Regulations for the Division of the State Architect – Structural Safety”, Group 1 “Safety of Construction of Public Schools”.

D. Division of the State Architect Interpretation of Regulations Manual (DSA IR)

1. DSA IR A-6 – Construction Change Document Submittal and Approval Process.
2. DSA IR A-7 – Project Inspector Certification and Approval.
3. DSA IR A-8 – Project Inspector and Assistant Inspector Duties and Performance.
4. DSA IR A-11 – Incremental Submittals.

5. DSA IR A-12 – Assistant Inspector Approval.

E. Division of the State Architect Website: www.dsa.dgs.ca.gov.

1.4 GENERAL REQUIREMENTS

A. Contractor's Duties:

1. Comply with California Administrative Code, Chapter 4, Article 6, Paragraph 4-343, "Duties of the Contractor" in addition to the duties described in the Contract Documents.
2. Comply with CCR Title 8, Division 1, Chapter 3.2, California Occupational Safety and Health Regulations (Cal/OSHA).
3. Comply with CCR Title 8, Division 1, Chapter 4, Sub-Chapter 4, Construction Safety Orders.
4. Comply with requirements of CCR Title 19, Division 1, State Fire Marshal (SFM).

B. Architect's and Architect's Consultants' Duties: Comply with requirements of California Administrative Code, Chapter 4, Article 6, Paragraph 4-341, "Duties of the Architect, Structural Engineer or Professional Engineer" and Paragraph 4-344, "Duties of Mechanical and Electrical Engineers", in addition to the duties described in the Contract Documents.

C. Arbitration: DSA is not subject to arbitration proceedings.

1.5 REGULATORY REQUIREMENTS

A. Perform all work in accordance with applicable laws, codes, ordinances, rules, and regulations including, without limitation, Parts 1 through 6, Part 9, Part 11, and Part 12 in accordance with Title 24, Part 1, 4-305. Maintain a copy of these documents at the project site at all times.

B. Codes adopted by the City, County, State, and Federal agencies govern minimum project requirements. Comply with the latest edition of applicable regulatory requirements and standards unless otherwise indicated or specified.

C. Work as described in Drawings and Specifications shall not be construed as to permit work not in accordance with applicable laws, codes, ordinances, rules, and regulations.

1.6 DSA DEFERRED SUBMITTALS

A. Portions of the Work have been identified in the Contract Documents as items for DSA Deferred Submittal in accordance with California Administrative Code, Chapter 4, Article 3, Paragraph 4-317(g), "Deferred Submittals". These portions cannot be adequately detailed in Drawings because of variations in product design or manufacturer, and approval has been deferred by DSA pending completion of requirements.

B. Contractor shall submit the following to Architect for review and endorsement:

1. Product information on proposed material/system supplier.
2. Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.
3. All other requirements as may be required by DSA.

C. Cost of preparing and submitting documentation per DSA Deferred Submittal requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.

D. Do not begin fabrication and installation of deferred submittal items without first obtaining Architect acceptance and DSA approval of Drawings and Specifications.

E. Schedule of Work Subject to DSA Deferred Submittal:

1. Elevators.
2. Telescoping bleachers.
3. Window wall systems exceeding ten feet in span.
4. Translucent canopy panels.

1.7 DSA INCREMENTAL SUBMITTALS

A. Prepare and submit Incremental Submittals under provisions of DSA IR A-11.

B. Refer to Drawings for description of scope of work for each increment.

1.8 INSPECTION AND SUPERVISION

A. Supervision by DSA shall be in accordance with California Administrative Code, Chapter 4, Article 5, Paragraph 4-334.

B. Owner will select and pay for the services of a Project Inspector, certified and approved by the Architect, the Structural Engineer when applicable, and DSA in accordance with Title 24, Part 1, 4-333(b).

1. When required, Owner will select and pay for the services of additional full-time Assistant Project Inspector(s) certified and approved by DSA in accordance with DSA IR A-12.

C. Project Inspector shall have and maintain on the job at all times, the edition of Title 24, Part 1 through Part 6 referred to in the Drawings and Project Manual per Title 24, Part 1, 4-342(b)3.

D. Project Inspector shall inspect construction in accordance with California Administrative Code, Chapter 4, Article 5, Paragraph 4-333(b), “Inspection by Project Inspector”, and Article 6, Paragraph 4-342, “Duties of the Project Inspector” ; and DSA IR A-8.

1. Project Inspector performance rating by DSA shall be in accordance with DSA IR A-8, Section 2, “DSA’s Rating of the Inspector’s Performance”.

E. Reports: Project Inspector shall submit the following in accordance with DSA IR A-7.

1. Notice of Start of Construction: Notify DSA of start of construction in accordance with California Administrative Code, Chapter 4, Article 5, Paragraph 4-331.
2. Semi-Monthly Reports: Comply with California Administrative Code, Chapter 4, Article 5, Paragraph 4-337.
3. Verified Reports: Comply with California Administrative Code, Chapter 4, Article 5, Paragraph 4-336.

F. Special Inspection Requirements:

1. Comply with California Administrative Code, Chapter 4, Article 5, Paragraph 4-333(c), “Special Inspection”.
2. Special inspection costs to be paid by Owner.
3. Conduct special inspection in accordance with DSA-103, Statement of Structural Tests and Inspections.

1.9 TESTING AGENCY REQUIREMENTS

A. Comply with California Administrative Code, Chapter 4, Article 5, Paragraph 4-335, “Tests”.

B. Owner will select the Testing Agency, acceptable to DSA, with the advice of Architect and Structural Engineer.

C. Sampling and testing shall be performed by properly qualified persons in accordance with applicable American Society for Testing and Materials (ASTM) standards.

D. Conduct tests in accordance with DSA-103, Statement of Structural Tests and Inspections.

E. Submit one copy of test reports to DSA.

1.10 SUBSTITUTIONS AND REQUESTS FOR INFORMATION

A. Substitutions and Requests for Information (RFIs) that affect structural safety, fire and life safety, access compliance, or energy (as applicable) are Construction Change Documents and shall be submitted to DSA for review and approval prior to fabrication and installation on the project.

1.11 ADDENDA AND CONSTRUCTION CHANGES

A. Comply with California Administrative Code, Chapter 4, Article 5, Paragraph 4-338, “Addenda and Construction Changes”.

1. Addenda and Construction Changes, including supplementary drawings when applicable, shall be signed and stamped by the Architect and approved by DSA in accordance with Title 24, Part 1, 4-338.

B. Comply with DSA IR A-6.

C. Obtain DSA approval for changes to DSA approved Drawings and Specifications which affect Code-regulated construction and inspection/testing functions prior to start of that Work. Code-regulated construction refers to Work that is regulated by Code provisions applicable to public school construction, including those adopted by Division of the State Architect-Structural Safety Section (DSA/SS), Division of the State Architect-Access Compliance Section (DSA/AC), and Division of the State Architect-Fire and Life Safety Section (DSA/FLS).

1. All changes, substitutions, and Requests for Information (RFIs) that affect Structural Safety, Fire and Life Safety, Access Compliance, or Energy, as applicable, shall be submitted to DSA for review and approval as a construction change document prior to commencement of the Work in accordance with Title 24, Part 1, 4-338.

D. Changes can be approved by DSA through the CCD Category A or the CCD Category B review process, as applicable. Comply with DSA IR A-6, Article 3, Section 3.1, “CCD Category A” and DSA IR A-6, Article 3, Section 3.2, “CCD Category B”.

1. CCD Category A is defined as changes to or affecting the Structural, Access, or Fire-Life safety portions of the Project.
2. CCD Category B is defined as changes not affecting the Structural, Access, or Fire-Life safety portions of the Project.

E. Do not begin any work under addendum or construction changes until required DSA written approval is obtained.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

# SECTION 01 32 16

# CONTRACT SCHEDULES

## PART 1 GENERAL

### 1.1 DESCRIPTION

A. This Section is in addition to the Contract General Conditions and Supplementary General Conditions.

B. Contractor shall develop a network plan and schedule for the project demonstrating complete fulfillment of all contract requirements and shall keep the network plans up to date in accordance with the requirements of this Section. Contractor shall employ the Critical Path Method (CPM) in developing the plan and schedule, and in the planning, coordinating, performing and reporting the work under this Contract, including all activities of Subcontractors, equipment vendors, suppliers, and any Owner functions that impact the Work. It is explicitly understood that the schedule shall be employed by, and is vital to, Owner in monitoring the progress of the Work and administering this Contract.

C. The CPM schedule shall be prepared using Primavera Project Planner version 3.1, Primavera SureTrak version 3.0, or newer or equal. Equivalency of a proposed substitute CPM program shall be determined by Owner at his/her sole discretion upon the application of Contractor. Regardless of which scheduling software is used it must have a the capability of a definitive “Data Date” that will illustrate impacts to individual activities and the overall project where the activities’ progress is not progressing as originally planned or they have not started as planned. If a later version of either Primavera product is used in the development of the schedule it is the responsibility of Contractor to assure that it is readable in Primavera version 3.1.

D. The principles and definition of CPM in terms used herein shall be as follows:

1. CPM network is a graphic description of the construction plan, showing the sequential steps needed to reach the completion of the Work. It shall depict events and tasks, and their interrelationships, and shall recognize the progress that must be made in one task before subsequent tasks can begin. The CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project. The only activity in the schedule that will not have a predecessor is the Project Start or Notice to Proceed Milestone. The only activity in the schedule that will not have a successor is the Project Completion Milestone. All other activities in the schedule shall have predecessor and successor logic ties.

### 1.2 SUBMITTALS

A. Refer to Section 01 33 00, for submittal procedures.

B. Within ten calendar days following receipt of Notice of Selection as Apparent Low Responsible Bidder prior to the full execution of signed Agreement, and prior to engaging a scheduling consultant or commencing performance of the work specified in this Section with it's own forces, Contractor shall submit to Owner:

1. The name and the address of the proposed scheduling consultant.

2. Information sufficient to show that the proposed scheduling consultant or Contractor's own organization has scheduling support staff and computer facilities meeting the requirements herein.
3. A list of prior projects, with Owner telephone contact numbers for which the proposed scheduling consultant or Contractor's own organization, or staff thereof, has performed services similar to those required for this Contract.
4. The acceptability of the proposed scheduler will be at the sole discretion of Owner.

C. A “Draft” Initial Contract Schedule shall be submitted no later than the pre-construction kick-off meeting date followed by the Initial Contract Schedule submittal based upon Owner’s comments.

D. Contractor shall submit preliminary submittal schedule to Owner no later than 10 calendar days following the Notice to Proceed.

E. Submit Initial Contract Schedule within thirty calendar days after Owner’s issuance of the Notice to Proceed to Contractor.

F. Submit Final As-Built Schedule.

G. Monthly updated Initial Contract Schedules (hereinafter referred to as the Monthly Baseline Schedules) and reports; three each, referenced herein shall be submitted concurrently in a single package. It is expected that this submittal shall precede by five days Contractor’s pay application. It is understood that Monthly updated schedules are a condition precedent to the processing of payment applications. Contractor shall also submit a copy of the computer data disks used to produce hard copy submittals. The electronic file of the schedule shall be readable in Primavera Project Planner version 3.1. A PDF file format is not considered an electronic copy of the schedule submittal.

H. All other required reports referenced herein, typically three each per occurrence.

I. Submit one reproducible and three color plots on “E” size sheets (approximately 34 inches by 44 inches) of each required schedule and three copies of all required reports. Contractor shall also submit a copy of the computer data disks used to produce hard copy submittals. The computer data disks will contain the schedule computer files in Primavera version 3.1 compatible format. A PDF file Format is not considered an electronic copy of the schedule submittal.

1.3 ACCEPTANCE

A. Owner shall have the right to accept or reject both the proposed scheduling consultant or Contractor's proposed Project Manager, Superintendent and Project Engineer. Contractor shall re-propose qualified alternates at no cost to Owner within three calendar days thereafter and until such time as Owner’s approval is received. Notice to Proceed will not be issued until the three key Contractor’s staff members have been approved.

B. Acceptance of Contractor’s Initial Contract Schedule by Owner will be a condition precedent to the making of any progress payment for work performed beyond ninety days from receipt of the Notice to Proceed.

C. The required schedules and reports shall be prepared and submitted for review and approval in accordance with the General Conditions, Supplementary Conditions and this Section.

D. The monthly updating of the Baseline Schedule and reports shall be an integral part and basic element of the estimate upon which progress payments will be made. Submittal, review and approval by Owner of these items shall be a condition precedent to the making of progress payments. If, in the judgment of Owner, Contractor fails or refuses to provide a complete updated Monthly Baseline Schedule or reports, as specified, Contractor will be deemed to have not provided the required estimate upon which progress payments may be made, and shall not be entitled to such progress payments unless or until it has furnished the aforesaid schedules. If Contractor fails to comply or is late in compliance with this requirement, and Owner finds it to be in their best interest to process the monthly payment, an amount not exceeding $10,000 shall be retained from any monthly progress payment until compliance is effected. Owner shall deduct the withheld amount from the contract amount if delinquent for each additional month. Continued failure by Contractor to meet its responsibilities under this Section shall be a basis for termination for cause.

E. In the event Contractor submits a viable, contractually compliant construction schedule which indicates project completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the Contract Time. In such an event, a schedule activity entitled “project float”, of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All project float is a project resource for Contractor and Owner, and is not for the exclusive use of either party.

1.4 CONSTRUCTION ANALYSIS

A. Contractor shall use Primavera Project Planner version 3.1, Primavera SureTrak version 3.0 or newer, or accepted equal. Contractor shall coordinate with Owner to produce the following minimum information with the Initial Contract Schedule:

1. Activity identification;
2. Activity description;
3. Status date and original/remaining duration;
4. Activity percentage complete;
5. Activity duration;
6. Early start/finish and late start/finish;
7. Total float;
8. The predecessor and successor activities for each individual activity;
9. A comparison between the current update and the baseline schedule;
10. Designation of the planned work day/work week for each activity;
11. A near-critical item list of activities with ten working days or less total float;
12. Scheduled and actual manpower loading for each activity; and
13. Scheduled and actual progress payment for each activity.

B. Should Contractor develop the schedule in any version of a Primavera product newer than Primavera Project Planner version 3.1 or SureTrak version 3.0 the schedule will be developed utilizing the “Project Level” coding not the “Enterprise” or “Global” Level. It is Contractor’s sole responsibility to ensure that all coding included in the schedule on their computer(s) is transferred and readable by Owner in the electronic format.

1.5 QUALITY ASSURANCE

A. To assist in the preparation and for the production of the required submittal of the Schedules and Reports outlined in this Section, Contractor shall engage, at its own expense, a CPM consultant having the following qualifications, except that Contractor may perform these services with its own organization if Contractor itself has such qualifications:

1. Have a staff of two or more employees regularly engaged and skilled in the application of computerized CPM scheduling methods on similar or larger size construction projects.
2. Possess or have access to computer programs for preparation and production of schedules and reports.
3. Have computer facilities or access on short notice to computer facilities with the capability of delivering a CPM plot and readout within 48-hours, and;
4. Scheduling Software
   a. Contractor shall utilize a Windows-based computer-software program compatible with Primavera Project Planner version 3.1 or Primavera SureTrak version 3.0 or newer, or accepted equal.
   b. Use of Scheduling Software other than Primavera Project Planner version 3.1 or Primavera SureTrak version 3.0.
      1) If Contractor requests and receives authorization from Owner to utilize scheduling software other than that indicated above, Contractor will still be obligated to provide the schedules to Owner in Primavera Project Planner version 3.1.
      2) Any conversions of schedule files that may be required to accommodate the Primavera Project Planner version 3.1 will be performed by Contractor at no cost to Owner.
      3) In the event that there is a difference between the schedule as developed in the software utilized by Contractor and the schedule as converted to and used by the Primavera products, the schedule that is used in the Primavera product shall have primacy.

1.6 CONTRACT DELIVERABLES

A. Draft Initial Contract Schedule:

1. Submission:
   a. Contractor shall submit a “draft” Initial Contract Schedule to Owner no later than the date of the project preconstruction conference as scheduled by Owner. The draft Initial Contract Schedule will include all activities that are required or anticipated to be complete within the first ninety calendar days of the project. The draft Initial schedule shall also contain a summarization of the remaining activities formatting the remaining work areas, overall contract duration, milestones, etc. for the remainder of the project. Failure to submit this Draft Initial Contract Schedule by the pre-construction kick-off meeting will result in the withholding of first progress payment until it is submitted.
   b. Any revisions deemed necessary by Owner as a result of its review (fourteen calendar days) shall be incorporated into Contractor’s “draft” Initial Contract Schedule and re-submitted to Owner for review within ten calendar days after Contractor's receipt of the “draft” Preliminary Initial Contract Schedule from Owner.
2. Form:

a. Prepare the “draft” Initial Contract Schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time. The “draft” Initial Contract Schedule shall also be submitted to Owner in electronic format.

3. The “draft” Initial Contract Schedule shall include but not be limited to:

   a. A legend of scheduled activities.

   b. Scheduled work activities that clearly indicate the scope of work to be completed.

   c. Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; Contractor quality control review activities; substantial completion and contract completion.

   d. Major work activity categories to be included in the Initial Contract Schedule.

   e. Submittals Section, containing submission, review, procurement and delivery of all project materials. All contractually required submittals shall be incorporated into the schedule.

   f. OFCI/OFOI items.

   g. Start up, Testing, Inspections and Commissioning.

   h. Punch list formulation Owner’s, etc. and correction.

   i. Contractor closeout documentation and training.

   j. Contractor punch list corrective work.

   k. Demobilization and project completion.

   l. Inclement weather days.

   m. A plot of the “draft” Initial Contract Schedule with a clearly highlighted critical path.

   n. Calendar designations identifying all holidays and non-working days.

   o. This “draft” Initial Contract Schedule shall be formatted to accept manpower, resource and cost loading (i.e., resource dictionaries and cost codes, etc.) when fully developed. The cost loading shall be derived from the initial Schedule of Values (SOV) submitted by Contractor. Once an accepted Baseline Schedule has been achieved, the costs reflected therein will be the official Schedule of Values for the project and utilized for payment application.

   p. The “draft” Initial Contract Schedule shall contain an activity code structure sufficient to allow future sorting/grouping by responsibility or subcontractor, area/location, CSI division, SOV identification, Milestones and a code entitled “Update” that will identify the schedule submission when specific activities were added to the network (new activities, Change Orders, etc.).

   q. Should Contractor develop the schedule in any version of a Primavera product newer than Primavera Project Planner version 3.1 or SureTrak version 3.0 the schedule will be developed utilizing the “Project Level” coding not the “Enterprise” or “Global” Level. It is Contractor’s sole responsibility to ensure that all coding included in the schedule on their computer(s) is transferred and readable by the Owner in the electronic format.

4. An activity for the final commissioning functional testing shall be included in the schedule and it shall be a predecessor to the punch list activity. The logic chains of all activities for

the systems that will be included in the commissioning program will be logically tied to the final commissioning functional testing activity. At a minimum this activity will have a duration of two weeks or ten workdays. Pre-functional testing of all systems included in the commissioning program shall be accomplished prior to the final commissioning function testing by Owner. Contractor shall coordinate with Owner so that all pre-functional testing can be observed.

B. Initial Contract Schedule:

1. Contractor shall submit to Owner for review and approval an Initial Contract Schedule no later than thirty calendar days after Notice to Proceed, but in such time to allow for review and approval ninety days from the Notice to Proceed. The Initial Contract Schedule shall be a computerized detailed task level CPM diagram in precedence diagramming method (PDM) format. A clear delineation of construction activities shall be shown on the Initial Contract Schedule. This schedule shall be manpower, resource and cost loaded. Failure to submit this Initial Contract Schedule within the time frame indicated herein will result in the withholding of the initial progress payment until it is submitted.

   a. Contractor and requested subcontractors shall participate in a review of the proposed Initial Contract Schedule by Owner when requested to do so. Any revisions deemed necessary by Owner as a result of this joint review shall be re-submitted within ten days after said meeting.

2. All activities in the Initial Contract Schedule shall have sufficient code structure to enable a sort by activity code, or "rollup" of the activities in the form of a Summary Schedule. The code structure will allow sufficient sorting capabilities to group by: responsibility (by subcontractor), location (building, floor, area, etc.), type (submittal, approval, change, etc), milestones, CSI division, etc.

3. The work activities comprising the Initial Contract Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one nor more than fifteen days in duration for any on-site operation. All holidays and non-working days shall be identified by way of calendar designations.

4. The Initial Contract Schedule shall be a cost, manpower and resource-loaded CPM schedule. Mobilization, bond and insurance costs may be shown separately; however, other general requirement costs, overhead, profit, etc., shall be prorated throughout all the activities. The cost-loaded activities of the Initial Contract Schedule shall roll up into cost accounts from the Schedule of Values, which shall be in Construction Specifications Institute (CSI) format and shall be basis for establishing the distribution of costs within the Schedule of Values. Costs relating to each activity shall be distributed evenly over the duration of the activity.

5. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Project, including all submittals, shall not excuse Contractor from completing all work required within the time for completion, notwithstanding Owner’s acceptance of the Initial Contract Schedule.

6. No more than 20 percent of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten days.

7. The schedule shall indicate the sequence and interdependency of all work activities. For the Initial Contract Schedule development all activities shall be linked by finish-to-start (FS) relationships only. No other type of relationships shall be permitted (including, but not limited to: start-to-start, finish-to-finish, and start-to-finish relationships) without the prior written permission of Owner. Constraints in the schedule shall be limited to those called for in the Contract. Any requested additional constraints on activities shall be kept to a minimum and subject to the written permission of Owner. Lags will not be used without the prior written permission of Owner. In no case will positive lags be permitted in Finish-to-Start relationships. Milestones shall also be limited to those specifically called for in the Contract. Unless otherwise called for in the Contract, there shall be only two milestones; one for the Notice to Proceed and one for Project Completion.
8. A combined three week Look-Ahead Schedule with a one week Record Schedule for the previous week shall be submitted by Contractor to Owner for review and approval at each progress meeting. Contractor shall status the schedule on a weekly basis. This Look-Ahead Schedule shall be derived from this weekly statusing. The cumulative status of the Look-Ahead schedules shall be the basis for the Monthly Update submittal. In no event shall Contractor utilize a separate schedule for generation and maintenance of the Look-Ahead schedules. If the superintendent's and revised Baseline Schedule schedule's logic deviate significantly, a reconciliation of the two schedules shall be required. This revision shall follow procedures as described below.
9. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion date of the Work. All other Work activities are defined as non-critical Work activities and are considered to have float.
10. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this Section or the scheduled completion date of the Work, or both. Float time is not for the exclusive use or benefit of either Owner or Contractor. Neither Contractor nor Owner shall have an exclusive right to the use of float. Document the effect on the updated Contract Schedule whenever float has been used.
11. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
12. Contractor shall not sequester float through strategies including extending activity duration estimates to consume available float, using preferential logic, using extensive or insufficient crew/resource loading, use of float suppression techniques like Zero Total Float constraints, special lead/lag logic restraints or imposed dates. Use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the benefit of both Owner and Contractor.
13. Include a critical path activity titled "Remaining Inclement Weather Days" on the Initial Contract Schedule. This activity shall have an initial duration equal to the number of days shown in the West Regional Climate Center website: http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca6144; on the left side scroll down to "General Climate Summary Tables", then click on "Precipitation". The inclement weather days with 0.10 inch of precipitation or greater are the average number of monthly inclement weather days normally experienced within the region, and are non-compensable. It shall be the last activity in the schedule prior to the activity titled "Contract Completion". All predecessor activities must pass through the Inclement Weather Days activity. Contractor shall apply to Owner to use an Inclement Weather Day when a critical path activity has been delayed because of inclement weather. This application must occur in the same month as the inclement weather delay, and must be approved by Owner. The Remaining

Inclement Weather Days activity shall not be statused with an actual start or finish date, or percentage of completion. Rather, it is a graphical accounting tool where the original duration shall be reduced by the agreed to weather impact. Inclement Weather Delays to non-critical activities will not be considered. If, at Completion, there are inclement weather days still remaining, the Completion date shall not be adjusted. If, at completion, additional inclement weather days are required, Owner shall adjust the Completion date accordingly. Any time extension granted to Contractor due to inclement weather delays shall be in the form of non-compensable days.

14. Once approved by Owner, Contractor's Initial Contract Schedule shall be known as the Baseline Schedule and shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the Baseline Schedule without the prior approval and consent of Owner, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.

C. Baseline Schedule Updating and Progress Payments:

1. The Baseline Schedule shall be updated on a monthly basis (or at lesser intervals if deemed necessary by Owner without additional cost to Owner for reasons such as work activities being thirty days or more behind schedule) for the purpose of recording and monitoring the progress of the work. Contractor shall meet with Owner each month to review actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed. Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule and submit it to Owner.

2. The updated Baseline Schedule shall incorporate all changes mutually agreed upon by Contractor and Owner during preceding periodic reviews and all changes resulting from approved Change Orders and Field Orders. Unauthorized, unilateral Contractor changes to logic or activities shall not be allowed. The inclusion of changes in the schedule shall be at Contractor’s sole expense.

3. Once each month, prior to submission of the payment application, Contractor shall submit to Owner and Architect a report generated from the approved schedule that reflects the percent of completion by activity. Contractor, Architect, and Owner shall walk the Project to verify the percentage of completion of each activity. Once the percent of completion of each activity is agreed upon, Contractor shall incorporate this data into the schedule update and these percentages shall be the basis for development of that month’s payment application. Contractor shall not separate the percentage of completion from the remaining durations in the calculation of the schedule. The monthly update is a precedent to processing the monthly payment application. The monthly payment application shall not be processed until the monthly schedule update has been submitted and reviewed.

4. The schedule calculation setting for the monthly updates shall be “Retained Logic”. The “Progress Override” setting may only be utilized to identify the differential in the calculated finish date due to “Out of Sequence Progress”. Some Out of Sequence Progress will occur on all projects. However, if it becomes excessive it has a detrimental affect on the schedules forecast of completion and Contractor’s near term work plan. It can also develop a situation where there are two different critical paths. Should the differential in the project completion exceed ten days utilizing the Retained Logic setting vs. the Progress Override setting, the successor logic of the Out of Sequence activities shall be revised to eliminate the differential. In addition, the Retained Logic setting is the setting that will be used for the adjudication of any time extension requests or delay claims.

5. If the project is progressing out of sequence and this out of sequence progress is artificially pushing out the logic chain of activities due to the finished to start logic type assigned, Contractor shall revise the logic to reflect their new work plan and eliminate the artificial push out of the logic chain.
6. Acceptance of the Updated Baseline Schedule will be a condition precedent to the making of any progress payments for work performed.
7. It is explicitly understood that the updated schedules are vital to Owner in managing, monitoring, and administrating the Project. Delays in submitting the schedule updates will have a detrimental effect on Owner's ability to perform its responsibilities under the Contract.

D. Reports:

1. The Initial Schedule submittal shall include the following:
   a. A computer generated, time-scaled CPM Network Diagram;
   b. Detailed Bar Chart;
   c. Computer Generated Reports
      1) A tabular report of all activities grouped by Area (i.e. Milestones, Procurement, Construction) and sorted by early start then total float then early finish. For each activity the following information shall be indicated:
         a) Activity ID
         b) Activity Description
         c) Original Duration
         d) Remaining Duration
         e) Percent Complete
         f) Total Float
         g) Early/Late Starts and Finishes
         h) Responsibility
   d. Project calendar indicating all non-working periods
   e. Activity codes dictionary which shall identify all code values and code titles used.
   f. Submittal Schedule:
      1) Contractor, within twenty-one days after Notice to Proceed, shall prepare and submit to Owner for approval a comprehensive Submittal Schedule which shall be maintained in the Initial Contract Schedule. Contractor shall identify on the Submittal Schedule all of the submittal items required by the Contract Documents governing the Work, listing shop drawings and product data or literature separately. Contractor shall indicate for each submittal item on the Submittal Schedule:
      2) The date by which that item will be submitted to Owner.
      3) Whether the submittal is for review, substitution, or for record only.
      4) The date by which response by Owner is required.
      5) The date by which the material or equipment must be on the Site in order not to delay the progress of the Work.

E. An electronic copy of the monthly network e-mailed in compressed format to the Owner.

1. Monthly schedule updates shall include the following:
2. Activity Status Report.
3. Proposed Revisions Report.
4. Emailed updated Schedule File.
5. Narrative Report:
   a. The Monthly Narrative Report shall contain the following information for each monthly update:
      1) Description of overall project status
      2) Description of problem areas (referenced to pending change orders as appropriate).
      3) Current and anticipated delays not resolved by approved change order, including:
         a) Cause of the delay.
         b) Corrective action and schedule adjustments to correct the delay.
         c) Known or potential impact of the delay on other activities and milestones.
      4) Changes in the construction sequence.
      5) Pending items and status thereof, including but not limited to:
         a) Pending Change Orders.
         b) Time Extension Requests.
         c) Other Issues relating to Contract Time.
      6) Contract Completion Date status:
         a) If ahead of schedule, the number of calendar days ahead.
         b) If behind schedule, the number of calendar days behind.
      7) Other project or scheduling concerns.
6. Submittal of the monthly reports and schedule updates by Contractor are required regardless of the approval status of the Contract Baseline Schedule or any monthly revision to the Baseline Schedule.
7. Contractor shall not make unilateral revisions to the Monthly Updates. Should Contractor desire to revise the schedule logic or durations he/she shall first submit the Monthly Update based upon the previous Monthly Update with just actual start dates, actual finish dates, and/or percentages of completion. Any additional changes other than actual status data will not be allowed. Following this updating and submittal task Contractor can then submit a copy of this update with his/her proposed changes. This proposed revised update will clearly be identified as a proposed revision in the Title, Number/Version and File Name.

## 1.7 RESPONSIBILITY FOR COMPLETION

A. Contractor agrees that at the sole judgment of Owner, whenever it becomes apparent from the current monthly updated Contract Baseline Schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by Owner, at no cost to Owner:

1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of Owner, the backlog of work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of Owner, the backlog of work. This paragraph shall not be construed to permit contractor to violate the work hour restrictions specified in the Contract Documents.
3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

1.8 ADJUSTMENT OF TIMES FOR COMPLETION

A. In addition to provisions of the General Conditions, the time for completion of the work will be adjusted in accordance with these procedures.

1. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within fifteen days after the initial request for time by Contractor. Time extensions will not be granted unless substantiated by the CPM Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a TIA within the aforementioned time period, then Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional contract time.

B. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each Time Impact Analysis shall be in form and content acceptable to Owner, and shall include, but not be limited to, the following:

1. A fragmentary CPM type network (Fragnet) illustrating how Contractor proposed to incorporate the change or alleged delay into the current updated Baseline Schedule; and
2. Identification of all activities in the current updated Baseline Schedule whose logic is proposed to be amended due to the change or alleged delay, all activities that are/will be affected by the proposed change or alleged delay, together with engineering estimates and other appropriate data justifying the proposal.

C. The Time Impact Analysis shall be determined on the basis of the date or dates when the change or changes were issued, or the date or dates when the alleged delay or delays began. The status of the construction project and Time Impact Analysis shall include event time computations for all affected activities including but not limited to work around sequencing, or recovery options to maintain the original Contract completion date.

D. Time Impact Analyses provided in order to demonstrate the time impact upon the overall project and the time for completion shall be accomplished at no additional cost to Owner.

E. If Owner finds, after review of the Time Impact Analysis, that Contractor is entitled to any extension of time for completion, the time for completion will be adjusted by Change Order issued by Owner, and Contractor shall then revise the Baseline Schedule accordingly.

1.9 FINAL RECORD SCHEDULE

A. As a condition precedent to final acceptance of the Project, submit a final Record Construction Schedule and all final reports which accurately reflect the manner in which the

Project was constructed and includes actual start and completion dates for all work activities on the Baseline Schedule.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

# SECTION 01 33 00

# SUBMITTAL PROCEDURES

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Submittal procedures.

B. Shop drawings.

C. Proposed products list.

D. Product data.

E. Samples.

F. Design Data.

G. Test Reports.

H. Manufacturers' instructions.

I. Manufacturer’s field reports.

J. Manufacturers' certificates.

### 1.2 RELATED SECTIONS

A. Section 01 60 00 – Product Requirements: Substitutions.

B. Section 01 70 00 – Execution and Closeout Requirements; for Contract warranties and manufacturer's certificates closeout submittals.

### 1.3 SUBMITTAL PROCEDURES

A. Electronic File Availability: Architect’s electronic drawing files for this project will be available to Contractor upon written request. The request shall include the drawing sheet number of each drawing being requested. Architect shall respond to the written request using the Delivery of Electronic Files Agreement Form attached at the end of this Section. Contractor shall sign and date the form, return it to Architect and pay the service fee in full prior to the electronic files being delivered to Contractor.

1. Electronic drawing files developed by Architect’s Consultants, with the exception of Harry Yee & Associates, Inc., for this project may be available under separate agreement with each consultant. Refer to the directory on the Title/Cover Drawing Sheet for listing of consultant information.

B. Transmit each submittal with a Submittal Form acceptable to Architect. Limit each transmittal to a single submittal item or series of related items.

C. Sequentially number the transmittal forms. Resubmittals shall retain original number with an alphabetic suffix.

D. Identify Project, Contractor, Subcontractor or Supplier; pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.

E. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents.

F. Schedule submittals in accordance with construction to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.

G. Identify variations from the Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

H. Provide space for Contractor and Architect review stamps.

I. Revise and resubmit submittals as required, identify all changes made since previous submittal; re-submit within such time as necessary to avoid delay to the Work of the re-submitted item, related Work, and the Project.

J. Acceptance of submittals by Architect is general in nature and shall not relieve Contractor from responsibility for proper fitting and construction of work, nor from furnishing products, materials, and work required by Contract which may not be indicated on submittals.

K. No portion of Work requiring submittals shall be commenced until submittal has been reviewed and accepted by Architect. All such portions of Work shall be in accordance with accepted submittals.

L. Distribute copies of Architect reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

M. Submit requests for substitution under provisions of Section 01 60 00.

1.4 SHOP DRAWINGS

A. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Provide shop drawings to scale showing all details of proposed construction. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual specification Sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.

1. Include signed and sealed calculations to support design.
2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit shop drawings in electronic format.

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

2. Name file with submittal number or other unique identifier, including revision identifier.

E. After review and acceptance by Architect, Contractor shall distribute in accordance with Article 1.3 above and provide copies for Record Documents described in Section 01 70 00.

1.5 PROPOSED PRODUCTS LIST

A. Within fifteen days after the date of the Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Submit product data as required by individual Specification Sections.

C. Submit product data in electronic format.

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

2. Name file with submittal number or other unique identifier, including revision identifier.

D. Mark each submittal to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

E. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

F. After review and acceptance by Architect, Contractor shall distribute in accordance with Article 1.3 above and provide copies for Record Documents described in Section 01 70 00.

G. Maintain a copy of all Material and Safety Data Sheets (MSDS) at the jobsite at all times, and be ready to furnish MSDS upon request or have ready access to MSDS in emergencies.

1.7 SAMPLES

A. Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Submit samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

C. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect’s selection.

D. Include identification on each sample, with complete product information.

E. Submit the number or samples specified in individual specification Sections plus one additional sample which will be retained by Architect. Provide a minimum of two samples.

F. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

G. Samples will not be used for testing purposes unless specifically stated in specification Section.

1.8 DESIGN DATA

A. Submit for Architect's knowledge as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

A. Submit for Architect's knowledge as contract administrator or for Owner.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

C. Identify conflicts between manufacturers' instructions and the Contract Documents.

1.11 MANUFACTURER’S FIELD REPORTS

A. Submit reports for Architect's benefit as contract administrator or for Owner.

B. Submit report within three days of observation to Architect for information.

C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.12 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications, as appropriate.

C. Certificates may be based on recent or previous test results of materials or products, and shall be acceptable to Architect.

PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

Not Used

## DELIVERY OF ELECTRONIC FILES AGREEMENT FORM

**[Date]**

**[Contractor's Name]**
**[Contractor's Address]**

Re: Hayward Unified School District, Harder Elementary School

Dear **[Name]**:

At your request, Lionakis will provide Architectural and/or Structural electronic files of the image depicted on each drawing sheet for your convenience and use in the preparation of shop drawings related to Hayward Unified School District, Harder Elementary School, subject to the following terms and conditions:

Lionakis makes no representation as to the compatibility of electronic files with your hardware or your software beyond the specified release of the applicable software.

Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Lionakis. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Lionakis, Lionakis' officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold Lionakis harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. Lionakis makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by Lionakis and the electronic files, the signed or sealed hard-copy construction documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indications of ownership and/or involvement from each electronic display.

We will furnish you electronic files of the following Architectural and/or Structural drawing sheets:

_____

_____

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by Lionakis, and Lionakis makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Lionakis be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

Electronic files will be sent to you after signed acknowledgement of this letter is received by Lionakis.

Accepted By:

_____
Contractor's Signature

_____
Date

END OF SECTION

# SECTION 01 40 00

# QUALITY REQUIREMENTS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. References.

B. Quality assurance.

C. Tolerances.

D. Labeling.

E. Seismic Considerations.

F. Inspection and testing laboratory services.

G. Manufacturers' field services and reports.

### 1.2 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.

B. Section 01 60 00 – Product Requirements: Requirements for material and product quality.

C. Section 01 73 29 – Cutting and Patching: for repair and restoration of construction disturbed by testing and inspection activities.

### 1.3 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by code.

C. Obtain copies of standards where required by product specification Sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.

F. Contractor shall be responsible for being current and knowledgeable in building codes applicable to all trades under his direction.

G. Provide all work and materials in full accordance with the latest Rules and Regulations of the California Code of Regulations, Title 24, California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Green Building Standards Code; Title 19, Division 1, State Fire Marshal; applicable requirements of Title 8, Division 1, Department of Industrial Relations; and other applicable laws or regulations. Nothing in Drawings and Specifications shall be construed to permit work not conforming to these Codes.

H. Furnish additional material and labor as required to comply with applicable Rules and Regulations.

1.4 QUALIFICATIONS

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product, that are similar to those indicated for this Project in material, design, and extent.

E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7.

2. NVLAP: A testing agency accredited according to National Voluntary Laboratory Accreditation Program (NVLAP) by National Institute of Standards and Technology (NIST).

1.5 QUALITY ASSURANCE

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with the Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

H. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor’s absence, Contractor’s appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to Contractor. Contractor’s representative shall be responsible to coordinate all work to be performed.

I. Shop and field work shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with Drawings, accepted shop drawings, and Specifications.

J. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. Architect reserves the right to reject any materials and workmanship that are not considered to be up to the highest standards of the various trades involved. Such inferior material or workmanship shall be replaced at no cost to Owner.

K. All work shall be installed by knowledgeable installers and defined "Eligible" by the specified materials manufacturers. Specifications and recommendations of the manufacturer, whose materials are used, shall be strictly adhered to during application or installation of materials.

L. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of warranty shall be provided by Contractor at no cost to Owner.

1.6 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.7 LABELING

A. Attach label from agency as required by Title 24 for products, assemblies, and systems required to be labeled by California Building Code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.

1. Model number.

2. Serial number.
3. Performance characteristics.

1.8 SEISMIC CONSIDERATIONS

A. Main Wind-Or Seismic-Force-Resisting System Requirements:

1. Contractor Responsibility: Contractor shall submit a written statement of responsibility to the building official and Owner prior to commencement of work on designated seismic system or wind- or seismic-resisting component, listed in the statement of special inspections, in accordance with 2016 California Building Code (CBC), Chapter 17A "Special Inspections and Tests", Section 1704A.4 "Contractor Responsibility".

B. Seismic Certification Of Nonstructural Components:

1. The manufacturer of each designated seismic system components subject to the provisions of ASCE 7 Section 13.2.2 shall test or analyze the component and its mounting system or anchorage and submit a certificate of compliance for review and acceptance by the registered design professional responsible for the design of the designated seismic system and for approval by the building official in accordance with 2016 California Building Code (CBC), Chapter 17A "Special Inspections and Tests", Section 1705A.12 "Testing and Certification for Seismic Resistance".

1.9 CONFLICTING REQUIREMENTS

A. In case of conflict between the Drawings and the Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality.

B. In case of conflict within the Drawings involving quantities or within the Specifications involving qualities, the greater quantity and higher quality shall be furnished.

C. Should conflict appear in the Drawings or Specifications, or in the work done by others affecting this work, the Contractor shall immediately notify the Architect in writing and the Architect will issue instructions as to procedure. If the Contractor proceeds with the work so affected without instructions from the Architect, the Contractor shall make good any resulting damage or defects.

D. In the case of conflict within the Drawings, the following shall govern:

1. Schedules, when identified as such, shall govern over all other portions of the Drawings.
2. Specific notes shall govern over other notes and all other portions of the Drawings except schedules described in the preceding Clause.
3. Larger scale Drawings shall govern over smaller scale Drawings.
4. Figured or numerical dimensions shall govern over dimensions obtained by scaling.

E. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

F. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.10 INSPECTION AND TESTING LABORATORY SERVICES

A. Owner will select and pay for the services of an independent Inspection/Testing Laboratory to perform inspections and testing. Selection shall be subject to approval by Architect and Division of the State Architect (DSA).

1. Special Inspector: As required by 2016 California Building Code (CBC) including Chapter 17A “Special Inspections and Tests”.

a. Special Inspection: As defined in CBC Chapter 17A, Section 1704A “Special Inspections and Tests, Contractor Responsibility, and Structural Observation”.

B. Inspection/Testing Laboratory will perform inspections, tests, and other services specified in individual specification Sections and as required by Architect.

1. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Reports will be submitted by inspection/Testing Laboratory to Owner, Architect, Contractor, Project Inspector, and DSA, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.

D. Cooperate with Inspection/Testing Laboratory; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

1. Notify Architect and Inspection/Testing Laboratory 24 hours prior to expected time for operations requiring services.

2. Make arrangements with Inspection/Testing Laboratory and pay for additional samples and tests required for Contractor's use.

E. The Inspection/Testing Laboratory shall perform inspection of work to determine conformance with these Standards.

1. Request for inspection shall be made to the office of the Inspection/Testing Laboratory a minimum of 24 hours in advance of the time the inspection is desired.

2. Underground work shall not be backfilled or covered until an inspection by the Inspection/Testing Laboratory has been completed and the work approved. Any work that is covered without inspection shall be uncovered at Contractor's expense, for completion of inspection work.

3. The Inspection/Testing Laboratory shall have access to the Work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.

4. Inspection of the Work shall not relieve Contractor of any of his obligations to satisfactorily perform the Work in accordance with requirements of Contract Documents.

F. Retesting or reinspection required because of non-conformance to specified requirements shall be performed by the same Inspection/Testing Laboratory. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Sum.

G. If the Work to be tested or inspected is not ready or sufficiently completed to allow the test/inspection service to complete required test(s)/inspection(s), costs and expenses of the test/inspection service to return to the Site or fabrication facility to perform/complete required test(s)/inspection(s) shall be charged to Contractor by deducting such costs and expenses from the Contract Sum.

H. Owner will select and pay for the services of Project Inspector. Selection of Project Inspector shall be subject to approval by Architect, Structural Engineer, and DSA.

I. All Samples, specimens and tests shall be prepared and accomplished by a properly qualified person or testing laboratory, selected by Owner with the approval of Architect, Structural Engineer, and DSA, who shall furnish Owner, Architect, Contractor, and DSA with test reports, including test results, and stating that they were prepared in accordance with the specified provisions. All tests as well as sampling and preparation of samples shall be in accordance with applicable ASTM and other specified standards. One copy of all test reports shall be forwarded to DSA.

1.11 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification Sections, material and product suppliers, and manufacturers shall provide qualified personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting, and balancing of equipment, as applicable, and to initiate instructions when necessary.

B. Submit qualifications of qualified personnel to Architect at least thirty days in advance of required observations.

C. Qualified personnel shall report observations, site decisions, and supplemental instructions given to applicators and installers, and description of work installed contrary to manufacturers' written instructions, as applicable.

D. Submit report in duplicate within thirty days of observation to Architect for review.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify and ensure that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify and ensure that existing substrate is capable of structural support and attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification Sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

# SECTION 01 42 00

# REFERENCES

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Reference Standards.

B. Definitions.

C. Abbreviations and Acronyms.

### 1.2 REFERENCES

A. General: References are made throughout the Specification to various codes, reference standards, practices and requirements for materials, work quality, installation, inspections and tests which are published and issued by government agencies, professional and trade organizations, societies, associations and testing agencies. References to these publications are made by acronyms or abbreviations as listed in this Section.

B. Obtain copies of reference standards, manuals and codes directly from publication sources as needed for proper performance and completion of the Work. Addresses for these organizations are available from Architect.

C. Standards, manuals and codes referenced in the Specifications form part of these Specifications to the extent referenced. No provisions of any such standard, specification, manual, or code or instruction shall be effective to change the duties and responsibilities of Owner, Architect, or Contractor; any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents; nor shall it be effective to assign to Owner, Architect or any of Architect's consultants, agents, or employees, a duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

D. Reference to standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.

### 1.3 DEFINITIONS

A. General: Words and abbreviations used in the Specifications are given meaning as defined in "The American Heritage Dictionary of the English Language" and as commonly used and accepted in the construction industry. Abbreviations and symbols used on Drawings are identified on Drawings.

B. Words and Terms: The following words and terms used in the Specifications shall mean as indicated.

1. Accepted Equal: Reviewed and accepted by Architect as being equal in quality, utility, and appearance.
2. Approved: As accepted by Architect.

3. Words and terms “or Approved Equal” and “or Equal” used in the Specifications shall have the same meaning as “Accepted Equal.”
4. Contractor Shall: To be concise; sentences, statements, and clauses used in the Specifications exclude any form of the verb “shall”, which is normally expressed in a verb phrase with verbs such as “furnish”, “install”, “provide”, “perform”, “construct”, “erect”, “comply”, “apply”, “submit”, etc. Any such sentences, statements, and clauses are to be interpreted to include applicable form of phrase “Contractor shall”.
5. Furnish: Supply and deliver to project site, ready for installation; unload and inspect for damage.
6. Install: Anchor, fasten, or connect in place and adjust for use; place or apply in proper position and location; establish in place for use or service including all necessary labor, tools, equipment, and implements necessary to perform work indicated, ready for operation or use.
7. Observe: Used in reference to Architect means to become familiar with the process and quality of the Work and to determine if the Work is proceeding in general accordance with the Contract Documents based on what is plainly visible at the construction site, without removal of its materials or other construction that is in place.
8. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
9. Provide: Furnish and install all items necessary to complete work, ready for operation or use.

1.4 CODES, REGULATIONS, GOVERNING AGENCIES

A. Americans with Disabilities Act (ADA) - 2010 Standards for Accessible Design.

B. California Code of Regulations (CCR).
   1. Title 8, Division 1, Chapter 3.2 – California Occupational Safety and Health Regulations (Cal/OSHA).
   2. Title 8, Division 1, Chapter 4, Subchapter 4 – Construction Safety Orders.
   3. Title 8, Division 1, Chapter 4, Subchapter 6 – Elevator Safety Orders.
   4. Title 19, Division 1 – Regulations of the State Fire Marshal (SFM).
   5. Title 24 – California Building Standards Code (CBSC).
      a. Part 1 – California Administrative Code (CAC).
      b. Part 2 – California Building Code (CBC).
      c. Part 3 – California Electrical Code (CEC).
      d. Part 4 – California Mechanical Code (CMC).
      e. Part 5 – California Plumbing Code (CPC).
      f. Part 6 – California Energy Code.
      g. Part 8 – California Historical Building Code.
      h. Part 9 – California Fire Code.
      i. Part 10 – California Existing Building Code.
      j. Part 11 – California Green Building Standards Code.

k. Part 12 – California Referenced Standards Code.

C. California Department of Transportation (Caltrans).

D. California Department of General Services (DGS).

E. California Division of the State Architect (DSA).

1. DSA Interpretation of Regulations (DSA IR) Manual.

F. California Environmental Protection Agency (Cal/EPA).

1. California Air Resources Board (ARB).
2. California State Water Resources Control Board (SWRCB).
3. Department of Pesticide Regulation (DPR).

G. Occupational Safety and Health Act (OSHA).

H. U.S. Environmental Protection Agency (EPA).

I. U.S. Department of Energy (DOE).

1.5 REFERENCES, ABBREVIATIONS, AND ACRONYMS

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| AA | Aluminum Association. |
| AAADM | American Association of Automatic Door Manufacturers. |
| AABC | Associated Air Balance Council. |
| AAC | Aluminum Anodizers Council. |
| AAMA | American Architectural Manufacturers Association. |
| AASHTO | American Association of State Highway and Transportation Officials. |
| AATCC | American Association of Textile Chemists and Colorists. |
| ABMA | American Boiler Manufacturer’s Association. |
| ACGIH | American Conference of Government Industrial Hygienists, Inc. |
| ACI | American Concrete Institute. |
| ACPA | American Concrete Pipe Association. |
| AF&PA | American Forest and Paper Association (formerly National Forest Products Association). |
| AFBMA | Anti-Friction Bearing Manufacturer’s Association. |
| AGA | American Gas Association. |
| AGC | Associated General Contractors of America. |
| AGMA | American Gear Manufacturers Association |
| AHA | American Hardboard Association. |
| AHJ | Authority Having Jurisdiction. |
| AI | Asphalt Institute. |
| AIA | American Institute of Architects. |
| AIHA | American Industrial Hygiene Association. |
| AISC | American Institute of Steel Construction. |
| AISI | American Iron and Steel Institute. |
| AITC | American Institute of Timber Construction. |
| ALSC | American Lumber Standards Committee. |

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| AMCA | Air Movement and Control Association. |
| ANSI | American National Standards Institute, Inc. |
| APA | The Engineered Wood Association. |
| API | American Petroleum Institute. |
| APWA | American Public Works Association. |
| AQMD | Air Quality Management District. |
| AHRI | Air-Conditioning, Heating and Refrigeration Institute. |
| ARMA | Asphalt Roofing Manufacturers Association. |
| ASCE | American Society of Civil Engineers. |
| ASD | Advanced Simulation and Design. |
| ASHRAE | American Society of Heating Refrigerating and Air Conditioning Engineers. |
| ASME | American Society of Mechanical Engineers. |
| ASSE | American Society of Sanitary Engineers. |
| ASTM | American Society for Testing and Materials. |
| ATF | Academy of Textiles and Flooring. |
| AWC | American Wood Council. |
| AWCI | Association of the Wall and Ceiling Industry. |
| AWG | American Wire Gage. |
| AWI | Architectural Woodwork Institute. |
| AWPA | American Wood Protection Association. |
| AWS | American Welding Society. |
| AWWA | American Water Works Association. |
| BAAQMD | Bay Area Air Quality Management District |
| BHMA | Builders Hardware Manufacturers Association. |
| BIA | Brick Industry Association. |
| CAN/ULC | Underwriters' Laboratory of Canada. |
| CAS | Commercial standard (division of the American Chemical Society). |
| CBC | California Building Code |
| CBM | Certified Ballast Manufacturers. |
| CCR | California Code of Regulations |
| CDA | Copper Development Association. |
| CE | US Army Corps of Engineers |
| CFFA | Chemical Fabrics and Film Association, Inc. |
| CFR | Code of Federal Regulations |
| CISCA | Ceiling and Interior Systems Construction Association. |
| CISPI | Cast Iron Soil Pipe Institute. |
| CLFMI | Chain Link Fence Manufacturing Institute. |
| CPA | Composite Panel Association. |
| CPAA | Concrete Polishing Association of America. |
| CRA | California Redwood Association. |
| CRI | Carpet and Rug Institute. |
| CRSI | Concrete Reinforcing Steel Institute. |
| CS | Commercial Standard. |

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| CSI | Construction Specifications Institute. |
| CSIAC | California State Industrial Accident Commission. |
| DHI | Door Hardware Institute. |
| EIA | Electronic Industries Alliance. |
| EIMA | EIFS Industry Members Association. |
| ETL | Electrical Testing Laboratories. |
| EWS | Engineered Wood Systems |
| FEMA | Federal Emergency Management Agency. |
| FM | Factory Mutual Research and Engineering Corporation. |
| FMRC | Factory Mutual Research Corporation. |
| FS | Federal Specification – U.S. General Services Administration. |
| FSC | Forest Stewardship Council. |
| GA | Gypsum Association. |
| GANA | Glass Association of North America. |
| HPVA | Hardwood Plywood and Veneer Association. |
| IAPMO | International Association of Plumbing and Mechanical Officials. |
| ICC | International Code Council, Inc. |
| ICC | Interstate Commerce Commission. |
| ICC-ES | ICC Evaluation Service, Inc. |
| ICEA | Insulated Cable Engineers Association. |
| ICRI | International Concrete Repair Institute |
| IEEE | Institute of Electrical and Electronics Engineers. |
| IESNA | Illuminating Engineering Society of North America |
| IMIAWC | International Masonry Industry All-Weather Council. |
| IPCEA | Insulated Power Cable Engineers Association. |
| ISO | International Standards Organization. |
| ITS | Intertek Testing Services. |
| LEED™ | Leadership in Energy and Environmental Design (USGBC standard). |
| LRFD | Load and Resistance Factor Design. |
| MBMA | Metal Building Manufacturers Association. |
| MFMA | Maple Flooring Manufacturers Association. |
| MFMA | Metal Framing Manufacturers Association. |
| MIA | Marble Institute of America |
| MIL | Military Specifications (U.S. Department of Defense). |
| ML/SFA | Metal Lath/Steel Framing Association Division of NAAMM. |
| MPI | Master Painters Institute. |
| MS4 | Municipal Separate Storm Sewer Systems. |
| MSDS | Material Safety and Data Sheet. |
| MSJC | Masonry Standards Joint Committee. |
| MSS | Manufacturers Standardization Society of the Valve and Fittings Industry. |
| MUTCD | Manual of Uniform Traffic Control Devices (U.S. Department of Transportation). |
| NAAMM | National Association of Architectural Metal Manufacturers. |
| NAFS | North American Fenestration Standard (Co-published by AAMA & WDMA). |

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| NBBPVI | National Board of Boiler and Pressure Vessel Inspectors. |
| NBGQA | National Building Granite Quarries Association, Inc. |
| NCMA | National Concrete Masonry Association. |
| NCPWB | National Certified Pipe Welding Bureau. |
| NCRP | National Council on Radiation Protection and Measurements. |
| NEBB | National Environmental Balancing Bureau. |
| NEC | National Electrical Code. |
| NEHRP | National Earthquake Hazards Reduction Program. |
| NEMA | National Electrical Manufacturers Association. |
| NES | National Evaluation Service, Inc. |
| NFPA | National Fire Protection Association. |
| NFRC | National Fenestration Rating Council. |
| NIBS | National Institute of Building Sciences. |
| NIST | National Institute of Science and Technology. |
| NPDES | National Pollutant Discharge Elimination System. |
| NRCA | National Roofing Contractors Association. |
| NRMCA | National Ready Mixed Concrete Association. |
| NSF | National Sanitation Foundation. |
| NTMA | National Terrazzo and Mosaic Association. |
| NWFA | National Wood Flooring Association |
| OSHA | Occupational Safety and Health Act of 1970. |
| PCA | Portland Cement Association. |
| PCI | Precast Prestressed Concrete Institute. |
| PDI | Plumbing and Drainage Institute. |
| PEI | Porcelain Enamel Institute. |
| PHCC | Plumbing Heating Cooling Contractors Association. |
| PS | Voluntary Product Standard (US Department of Commerce / NIST). |
| RCSC | Research Council on Structural Connections. |
| RIS | Redwood Inspection Service. |
| RMA | Rubber Manufacturers Association. |
| SC | Shading Coefficient. |
| SCAQMD | South Coast Air Quality Management District |
| SDI | Steel Deck Institute. |
| SDI | Steel Door Institute. |
| SFBC | South Florida Building Code. |
| SHGC | Solar Heat Gain Coefficient. |
| SIGMA | Sealed Insulating Glass Manufacturers Association. |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association. |
| SPRI | Single-Ply Roofing Institute. |
| SSMA | Steel Stud Manufacturers Association. |
| SSPC | The Society for Protective Coatings. |
| SWI | Steel Window Institute. |
| SWPPP | Storm Water Pollution Prevention Plan. |

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| SWRI | Sealant, Waterproofing, and Restoration Institute. |
| TCA | Tile Council of America. |
| TEMA | Tubular Exchanger Manufacturers Association, Inc. |
| TMS | The Masonry Society. |
| TPI | Truss Plate Institute. |
| TPI | Turfgrass Producers International (formerly ASPA) |
| TRI | Tile Roofing Institute. |
| UL | Underwriters Laboratories, Inc. |
| ULC | Underwriters Laboratories of Canada. |
| USGBC | US Green Building Council. |
| VOC | Volatile Organic Compounds. |
| WCLIB | West Coast Lumber Inspection Bureau. |
| WDMA | Window and Door Manufacturers Association (formerly NWWDA - National Wood Window and Door Association). |
| WH | Warnock Hersey. |
| WI | Woodwork Institute (formerly WIC – Woodwork Institute of California). |
| WSRCA | Western States Roofing Contractors Association. |
| WWPA | Western Wood Products Association. |

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

# SECTION 01 50 00

# TEMPORARY FACILITIES AND CONTROLS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, heating, cooling, ventilation, telephone service, water, and sanitary facilities.

B. Construction Facilities: Temporary buildings, vehicular access, parking, progress cleaning, and fire prevention facilities.

C. Temporary Controls: Barriers, enclosures, security, water control, dust control, erosion control, noise control, and pollution control.

D. Protection of Work.

E. Removal of utilities, facilities, and controls.

### 1.2 RELATED SECTIONS

A. Section 01 70 00 – Execution and Closeout Requirements: Final cleaning.

### 1.3 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility source as needed for construction operations. Exercise measures to conserve energy.

B. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required for portable construction tools and equipment.

C. Install and maintain temporary distributions of electrical power to locations at the Site as necessary or appropriate for efficient prosecution of the Work. Remove temporary distributions as appropriate or as directed by Owner.

D. Provide main service disconnect and overcurrent protection at convenient location.

### 1.4 TEMPORARY LIGHTING

A. Provide and maintain lighting for construction operations to achieve minimum lighting level of two watts per square foot.

B. Provide and maintain a minimum of one watt per square foot of lighting at exterior staging and storage areas after dark for security purposes.

C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.

D. Maintain lighting and provide routine repairs.

1.5 TEMPORARY HEATING

A. Provide heating devices and heat as needed to maintain specified conditions for construction operations. Exercise measures to conserve energy.

B. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in product Sections.

1.6 TEMPORARY COOLING

A. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations. Exercise measures to conserve energy.

B. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.7 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.8 TELEPHONE SERVICE

A. Provide, maintain and pay for cellular telephone service to field at time of project mobilization and for the duration of the project.

B. Provide, maintain and pay for separate lines for telephone, internet access and facsimile machine service to field office at time of project mobilization and for the duration of the project.

1.9 TEMPORARY WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations. Connect to nearest water source. Exercise measures to conserve water.

B. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

1.10 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required temporary sanitary facilities for use by construction personnel. Maintain daily in sanitary and clean condition.

1.11 FIELD OFFICES AND SHEDS

A. Offices: Weather-tight, with telephone, facsimile machine, lighting, electrical outlets, heating, cooling, and ventilating equipment, and equipped with sturdy furniture drawing rack and drawing display table.

B. Provide space for project meetings, with table and chairs to accommodate a minimum of six persons.

C. Locate offices and sheds from new structures so as to not disrupt or interfere with daily operations.

D. Construction: Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.

1. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of Work; remove at completion of Work.
2. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
3. Exterior Materials: Weather resistant.
4. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre-finished or painted; resilient floors and bases.
5. Windows: Minimum total area of ten percent of floor area, with operable sash and insect screens. Locate to provide views of construction area.
6. Lighting for Offices: Fifty foot-candles at desk top height, exterior lighting at entrance doors.
7. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.

E. Provide separate field office building for inspector which shall be used as the field office for Owner and Architect. This office shall have all of the amenities described in Article 1.11.A above.

F. Storage Areas And Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01 60 00.

G. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.

H. Installation:

1. Install office spaces ready for occupancy within fifteen days of date fixed in Notice to Proceed.

I. Maintenance And Cleaning:

1. Weekly janitorial services for offices; periodic cleaning and maintenance for office and storage areas.
2. Maintain approach walks free of mud, water, and snow.

J. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

1.12 VEHICULAR ACCESS

A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes.

B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

C. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.

D. Provide unimpeded access for emergency vehicles. Maintain twenty foot wide driveways with turning space between and around combustible materials.

E. Provide and maintain access to fire hydrants and control valves free of obstructions.

F. Provide means of removing mud from vehicle wheels before entering streets. All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. Sites with 150 or more vehicle trips per day shall prevent carryout and trackout. The use of dry rotary brushes is prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices will not be permitted.

G. Traffic speeds on unpaved roads shall be 15 miles per hour maximum.

1.13 PARKING

A. Coordinate parking areas to accommodate construction personnel with Owner.

B. Provide temporary surface parking areas to accommodate construction personnel.

C. When site space is not adequate, provide additional off-site parking.

D. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.

E. Do not allow heavy vehicles or construction equipment in parking areas.

F. Permanent Pavements And Parking Facilities:

1. Bases for permanent roads and parking areas may be used for construction traffic.
2. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

G. Maintenance:

1. Maintain traffic and parking areas in sound condition.

H. Removal, Repair:

1. Remove temporary materials and construction before Project Completion.
2. Repair existing facilities damaged by use, to original condition.

1.14 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.

D. Remove waste materials, debris and rubbish from site daily and dispose off-site.

1.15 FIRE PREVENTION FACILITIES

A. Prohibit smoking within buildings under construction. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Portable Fire Extinguishers: NFPA 10; ten pound capacity, 4A-60B: C UL rating.

1. Provide one fire extinguisher at each stair on each floor of buildings under construction.
2. Provide minimum one fire extinguisher in every construction trailer and storage shed.
3. Provide minimum one fire extinguisher on roof during roofing operations using heat producing equipment.

1.16 BARRIERS AND ENCLOSURES

A. Provide six foot high temporary chain link fence barriers to prevent unauthorized entry to construction areas, and to protect adjacent properties from damage from construction operations and demolition.

B. Provide protection for plants designated to remain. Replace damaged plants.

C. Exterior Enclosures: Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.17 SECURITY

A. Provide security and facilities to protect Work and Owner occupied areas affected by the Work from unauthorized entry, vandalism or theft.

B. Initiate program at project mobilization. Maintain program throughout construction period until Owner occupancy.

1.18 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.19 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

C. All disturbed areas, including soil storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with tarps, or other suitable cover or vegetative ground cover.

D. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

E. All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.

F. When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

G. Following the addition of materials to, or the removal of materials from, the surface of outdoor soil storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

H. Install wind breaks at windward sides of construction areas.

1.20 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize surface area of bare soil exposed at one time.

C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

F. Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.

1.21 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.22 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.23 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.

D. Protect finished floors, stairs and other surfaces from traffic, dirt, wear, damage or movement of heavy objects, by protecting with durable sheet materials.

1.24 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above-grade or buried utilities, equipment, facilities, and materials prior to Project Completion.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

# SECTION 01 60 00

# PRODUCT REQUIREMENTS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Products.

B. Product Delivery Requirements.

C. Product Storage and Handling Requirements.

D. Product Options.

E. Product Substitution Procedures.

### 1.2 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. All products shall be new, of first class quality, and shall be delivered, installed, connected and finished in every detail, and shall be so selected and arranged as to fit correctly into the proper spaces. Where no specific kind or quality of material is given, a first-class standard article as approved by Architect shall be furnished. Contractor shall provide satisfactory evidence as to the kinds and quality of material and workmanship.

C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

D. Furnish interchangeable components from same manufacturer for components being replaced.

### 1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Delivery of materials to the project site shall be coordinated by and received by Contractor or his representative, and stored in secured areas as agreed upon at the job start meeting.

C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.

D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

E. Contractor shall take into consideration the available space and location of work site when delivery of materials is necessary.

### 1.4 SPECIAL ENVIRONMENTAL REQUIREMENTS

A. Comply with Section 01 81 13.

1.5 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

B. For exterior storage of fabricated products, place on sloped supports above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation and degradation of products.

E. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

H. Contractor shall be responsible to provide all new materials in unopened manufacturer's original containers and deliver such items to project site in good condition for use on this project. Contractor shall be responsible to store all new materials received as per manufacturer recommendations. Any and all materials discovered to be improperly stored and/or damaged will be replaced at the sole expense to Contractor. Any requests for delays or extension of the Contract Time due to the above will not be considered.

I. Contractor shall use all means necessary to protect all materials before, during and after installation and to protect the installed work and materials of all other trades and of existing structures. In event of damage, Contractor is to immediately make all repairs and replacements necessary using compatible and like materials.

1.6 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One Manufacturer and stating “No Substitutions Allowed, Owner’s Standard”: Products of manufacturer named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers without naming a Product, with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

D. Products specified by Naming One or More Manufacturers and Naming Product(s) by the first listed Manufacturer, with a Provision for Substitutions: Submit a request for substitution for any product, by any manufacturer, listed or not listed, other than the product(s) listed.

E. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis-of-design", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers, whether listed or not. Submit a substitution request for any product, by any manufacturer, listed or not listed, other than the product(s) listed as "basis-of-design".

F. Products for UL Assemblies:

1. UL Design Numbers are indicated on the Drawings for various fire-rated floor/ceiling, roof/ceiling, wall, and structural frame assemblies.
2. Where Drawings indicate UL Assemblies, the manufacturers, products, materials, and installation shall comply exactly with the particulars of the Design Number indicated.
3. Components may not be interchanged or substituted from different assemblies.

1.7 PRODUCT SUBSTITUTION PROCEDURES

A. Architect will consider requests for Substitutions only within 35 days after Award of the Contract.

B. Reference to any product, material, equipment, article, system, service or patented process, by trade, catalogue number, name brand product or product manufacturer is for information only and shall not be construed as limiting competition.

C. Substitutions will only be considered when one or more of the following conditions are met:

1. All aspects of the proposed substitution meet or exceed the criteria for the specified product.
2. The proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is fully documented and timely and properly submitted.
4. The specified product cannot be provided within the Contract Time.
5. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
6. The request offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities that Owner must assume. Owner's additional responsibilities may include, but not be limited to, compensation to Architect for redesign and/or evaluation services and increased cost of other construction by Owner.
7. The specified product becomes unavailable through no fault of Contractor.
8. The specified product cannot receive necessary approvals by governing authorities, and the requested substitution can be approved by governing authorities in a timely manner.
9. It can be demonstrated that the specified product cannot be provided in a manner that is compatible with other materials and Contractor certifies that the proposed substitution will overcome the incompatibility.
10. It can be demonstrated that the specified product cannot be coordinated with other materials and Contractor certifies that the proposed substitution can be coordinated.
11. The specified product cannot provide the warranty required by the Contract Documents and Contractor certifies that the proposed substitution provides the required warranty.

D. Substitutions will not be considered when one or more of the following conditions occur:

1. Acceptance would require revisions to the Contract Documents, Contract Time extensions or an increase in the Contract Sum.
2. They are indicated or implied on shop drawing or product data submittals, without separate written request.
3. When the specified product cannot be provided as a result of failure of Contractor to pursue the Work in a timely manner or properly coordinate construction activities.

E. In those cases where the Specifications designate a product, material, equipment, article, system, service or patented process by specific brand or trade name and there is only one brand or trade name listed, the item involved is:

1. Required to be used since it is a unique or novel product application, or
2. Required to match other products in use by Owner, or
3. Is the only brand or trade name known to Architect.

F. Document each request on Substitution Request Form attached at the end of this Section with complete data substantiating compliance of proposed Substitution with the Contract Documents. The burden of proof as to comparative quality, suitability and performance of proposed product(s), material(s), equipment, article(s), system(s), service(s) or patented process(es) shall be upon Contractor. Architect will be the sole judge of the equality of the proposed substitution versus the specified item(s).

G. A substitution request constitutes a representation that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the Substitution as for the specified product.
3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extensions which may subsequently become apparent.
5. Will reimburse Owner for review services associated with approvals by authorities having jurisdiction.

H. Substitution Submittal Procedure:

1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
3. Architect will notify Contractor, in writing, of decision to accept or reject request.
4. Incomplete Substitution Request package will not be reviewed and will be returned to Contractor. Contractor shall then provide the specified item.
5. Only one request for substitution will be allowed. If proposed substitution is not accepted by Architect, Contractor shall provide the specified item.

6. Use of accepted substitutions shall in no way relieve Contractor from responsibility for compliance with Drawings and Specifications. The use of accepted substitutions will assume that all extra costs caused by the use of such substitutions where they affect other work or trades shall be borne by Contractor.
7. All substitutions affecting structural or fire/life safety items will require approval from DSA prior to fabrication and installation on the project.

## PART 2 PRODUCTS

### 2.1 MATERIALS

A. Materials furnished shall be new and never been used before, unless specified otherwise, and will satisfy the requirements herein and all specifications referenced by provisions within these specifications. Contractor shall furnish, upon request of Architect, an affidavit from the manufacturer or supplier to the effect that materials furnished shall conform to the General Conditions, the latest revision of AWWA Specifications, ASTM, and Federal Specifications that pertain. All materials shall be installed in accordance with manufacturer's recommendations and the Standard Drawings and Specifications that pertain. Material for one specific product shall be one manufacturer unless otherwise approved by Architect. All materials shall be subject to inspection after delivery to the site and during installation of the work. Failure of the Inspector or Architect to note faulty material shall not relieve Contractor of the responsibility for removing or replacing any such material at no additional cost to Owner.

B. For the ease of maintenance and parts replacement, to the maximum extent possible use materials of a single manufacturer, delivered in manufacturer's original, unopened containers with labels intact and legible, and in sufficient quantity to allow continuity of work. Deviation from this requirement shall require written approval from Owner and Architect.

C. Architect reserves the right to reject any materials list which contains materials from various manufacturers if suitable materials can be secured from fewer manufacturers and to require that source of materials be unified to maximum extent possible.

## PART 3 EXECUTION

Not Used

END OF SECTION

**SUBSTITUTION REQUEST FORM**

SUBSTITUTION REQUEST NUMBER: _____

TO: _____

PROJECT: _____

SPECIFIED ITEM:

| _____ | _____ | _____ | _____ |
|---|---|---|---|
| Section | Page | Paragraph | Description |

_____

The undersigned requests consideration of the following:

Proposed Substitution (Manufacturer, Model # or Name, Color, Etc.): _____

_____

History: ___New Product, ___Available 2-5 Years, ___Available 6-10 Years, ___Available 10+ Years

Provide UL, ITS, WHI, (or other) listing / rating of proposed substitution: _____

Attached data shall include, but not be limited to, product, specification, drawings, performance and test data adequate for evaluation of the request for the proposed substitution product and the specified product, with applicable portions of the proposed substitution and the specified product data clearly identified in a point-by-point direct comparison chart. Incomplete form and attachments will result in rejection of substitution request.

_____

Requestor shall address the following items on this Substitution Request Form. Use a separate attached sheet attached as needed:

1. Reason for not providing specified item:
   _____
   _____
2. Will proposed substitution affect dimensions indicated on Drawings? ____(Yes) ____(No)
   If yes, how? _____
3. Will proposed substitution affect Electrical, Mechanical, Structural, Architectural, etc.?
   ____(Yes) ____(No) If yes, explain:
   _____
   _____
4. Is proposed substitution larger or smaller than specified product? ____(Yes) ____(No)
   If yes, state size of substitute product:
   _____

5. Does proposed substitution weight less/more than specified product? ____(Yes) ____(No)
   If yes, state weight of substitute product:
   _____
6. Will proposed substitution affect other trades and/or parts of the work? ____(Yes) ____(No)
   If yes, explain all effects:
   _____
   _____
7. Comparison between proposed substitution and specified product (Similarities / Differences)?
   _____
   _____
8. If Substitution Request is accepted, Owner will receive a credit of $_____. The Contract Sum will be adjusted accordingly.
9. Will proposed substitution affect the Contract Time? ____(Yes) ____(No)
   If yes, ____(Add) ____(Deduct) _____ calendar days.

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| INITIAL | UNDERSIGNED CERTIFIES: |
|---|---|
| _____ | Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product. |
| _____ | Proposed substitution has same or better warranty as specified product. |
| _____ | Proposed substitution has same or better maintenance service and availability of replacement parts as specified product. |
| _____ | Proposed substitution will not affect or delay the Construction Schedule. |
| _____ | Claims for additional costs related to accepted substitution, which may subsequently become apparent, are hereby waived. |
| _____ | Proposed substitution will not affect dimensions and functional clearances. |
| _____ | Coordination, installation, and changes in the Work as necessary for installation of accepted substitution will be complete in all respects, at no additional cost to Owner. |
| _____ | Contractor will pay for all costs associated with changes to the project's design, including, but not limited to, architectural or engineering design fees, detailing, Agency approvals and construction costs caused by the requested substitution. |
| _____ | The function, appearance and quality of the proposed substitution is equivalent or superior to the specified item. |

The undersigned certifies that the above is accurate and correct.

Signature: _____

Company: _____

Address: _____

_____

Date: _____

Telephone: _____

Attachments: ___Drawings ___Product Data ___Samples ___Tests ___Reports ___Other (Describe)

_____

**Architect's Review and Action:**

_____ Substitution Accepted – Make submittals in accordance with Specification Section 01 33 00.

_____ Substitution Accepted as Noted - Make submittals in accordance with Specification Section 01 33 00.

_____ Substitution Rejected – Provide specified product.

_____ Substitution Request Received Too Late – Provide specified product.

By: _____ Date:_____

Remarks: _____

_____

# SECTION 01 70 00

# EXECUTION AND CLOSEOUT REQUIREMENTS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Closeout procedures.

B. Final cleaning.

C. Starting of systems.

D. Demonstration and instructions.

E. Testing, adjusting and balancing.

F. Protecting installed construction.

G. Project record documents.

H. Operation and maintenance data.

I. Manual for materials and finishes.

J. Manual for equipment and systems.

K. Spare parts and maintenance products.

L. Extra materials.

M. Product warranties and product bonds.

N. Maintenance service.

### 1.2 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures.

B. Section 01 50 00 – Temporary Facilities and Controls: Progress cleaning.

### 1.3 CLOSEOUT PROCEDURES

A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the Contract Documents and ready for Architect's review.

B. Provide submittals to Architect and Owner required by DSA.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

D. The submission, by Contractor, of satisfactory evidence that no claim or lien exists against Contractor for labor done or materials furnished under the Contract.

E. The submission, by Contractor to Architect, of two copies of the completed and executed DSA Final Verified Reports.

F. Submit items to Architect or other parties as required by individual sections of the Specifications.

1.4 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to surface and material being cleaned.

D. Replace filters of operating equipment affected by start-up procedures.

E. Clean debris from roofs, gutters, downspouts, and drainage systems.

F. Clean site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

H. Contractor shall be responsible for restoring the work area and all auxiliary areas utilized during the work to conditions that are equal to or better than existed prior to project commencement. Any damages to interior and exterior building surfaces, walkways, landscaping, utilities, etc., shall be repaired or replaced at the sole expense to Contractor.

I. After completion and final acceptance of the project, Contractor shall immediately remove all equipment, fencing, construction materials and debris from project site.

1.5 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and Owner seven days prior to start-up of each item.

C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 01 33 00 that equipment or system has been properly installed and is functioning correctly.

1.6 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

B. Demonstrate Project equipment, instructed by qualified manufacturer's representative who is knowledgeable about the Project.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.7 TESTING, ADJUSTING AND BALANCING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

B. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.

C. Reports will be submitted by independent firm to Contractor, Architect, and Owner indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

1.8 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.9 PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
   1. Contract Drawings, all divisions and trades.
   2. Specifications.
   3. Addenda.
   4. Change Orders, Construction Change Documents, and other modifications to the Contract.
   5. Reviewed and accepted shop drawings, product data and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product Section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and other modifications to the Contract.

F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on the original Contract Drawings.
   6. All changes and clarifications as a result of Change Orders, Requests for Information, Construction Change Directives and Architect’s Supplemental Instructions.

G. Contractor shall keep the progress Project Record Documents current. In the event that these documents are not kept current, a portion of the monies due Contractor will be withheld from each Application for Payment until the Project Record Documents are brought up to current status, to the satisfaction of Architect.

H. Delete Architect title block and seal from the final Project Record Documents.

I. Submit Project Record Documents to Architect with claim for final Application for Payment.

1.10 OPERATION AND MAINTENANCE DATA

A. Submit three sets of complete operation and maintenance information for all manufactured materials and equipment installed on the project prior to final inspection, bound in 8-1/2 inch by 11 inch text pages, three “D” side-ring capacity expansion binders with durable plastic covers.

B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS,” title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, typed on thirty pound white paper, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Photocopies of warranties and bonds.

F. Submit one copy of completed volumes in final form fifteen days prior to final inspection. This copy will be returned after final inspection, with Architect comments. Revise content of documents as required prior to final submittal.

G. Submit final volumes revised, within ten days after final inspection.

1.11 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes fifteen days prior to final inspection. Draft copy will be reviewed and returned with Architect comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within ten days after final inspection.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

H. Additional Requirements: As specified in individual product specification Sections.

I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.12 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes fifteen days prior to final inspection. Draft copy will be reviewed and returned with Architect comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within ten days after final inspection.

E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

G. Include color coded wiring diagrams as installed.

H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.

I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

J. Include servicing and lubrication schedule, and list of lubricants required.

K. Include manufacturer's printed operation and maintenance instructions.

L. Include sequence of operation by controls manufacturer.

M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

N. Include control diagrams by controls manufacturer as installed.

O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.

P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

R. Include test and balancing reports.

S. Additional Requirements: As specified in individual product specification Sections.

T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.13 SPARE PARTS AND MAINTENANCE MATERIALS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification Sections.

B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.14 EXTRA MATERIALS

A. Where extra materials are required by individual Sections, the quantities of materials specified shall be delivered to the location designated by the Owner. Extra materials are property of the Owner and shall not be used by the Contractor for any reason.

1.15 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Project Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Project Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.16 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification Sections for one year from date of Project Completion.

B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

# SECTION 01 74 19

# CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Special requirements for waste management during demolition and construction operations.
   1. Salvaging nonhazardous waste.
   2. Recycling nonhazardous waste.
   3. Disposing of nonhazardous waste.

B. Environmental protection requirements, both on-site and off-site, during demolition and construction operations.

### 1.2 RELATED SECTIONS

A. Section 01 50 00 – Construction Facilities and Temporary Controls.

B. Section 01 57 13 – Temporary Erosion, Sediment and Storm Water Pollution Control.

C. Section 01 60 00 – Product Requirements.

D. Section 01 81 13 – CHPS Verified Requirements.

E. Division 4 and 9 Sections: For disposition of masonry and stone waste and excess materials.

F. Division 31 Sections: For disposition of waste resulting from site clearing and removal of above- and below-grade site improvements.

### 1.3 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 for definitions, acronyms, and abbreviations.

B. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.

C. Referenced Standards:
   1. ASTM E2114-01 – Standard Terminology for Sustainability Relative to the Performance of Buildings.
   2. California Green Building Standards Code (CalGreen), Part 11 of Title 24.
   3. Green Building Design & Construction, 2009 Edition.

### 1.4 WASTE REDUCTION GOALS

A. The Owner has set a waste minimization goal for the project, within the limits of the construction schedule, contract sum, and available materials, equipment, products, and services.

B. Minimize the amount of construction waste generated. The project goal is to recycle, salvage, or reuse at least 75 percent, as applicable, of the waste generated that may otherwise be disposed in a solid waste disposal facility (landfill).

C. Divert waste generated by construction, demolition, and land clearing activities from disposal through reuse (salvage) and recycling.

D. Reduce waste generated using effective construction resource management practices in materials estimating, ordering, shipping, storage, installation, and disposal.

E. Manage construction waste using best management practices to prevent contacting, contaminating, and polluting storm water run-off.

1.5 DEFINITIONS

A. Definitions pertaining to sustainable development: As defined in ASTM E2114 and as specified in this Section.

B. CIWMB: California Integrated Waste Management Board.

C. Class III Landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial wastes, including construction, remodeling, repair, and demolition operations.

D. Construction Waste: As defined in Title 14, CCR, Section 17225.15. Includes waste building materials, packaging and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures.

E. Construction and Demolition (C&D) Waste: Solid waste that is a portion of the construction waste stream and are source separated or separated for reuse solid waste and recyclable materials, including commingled and separated materials resulting from construction work that are not hazardous, and contains no more than one percent putrescible waste by volume.

F. Conversion Rate: The rate set forth in the standardized Conversion Rate Table (see table at end of this Section) for use in estimating the volume or weight of materials identified in the Construction Waste Management Plan.

G. Divert: To use material for any purpose other than disposal in a landfill or transformation facility.

H. EA: Enforcement Agency as defined by California Public Resources Code (PRC) Section 40130.

I. Environmental Pollution and Damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.

J. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261 and Title 22 CCR, Section 66261.3 et seq. Hazardous materials include pesticides, biocides, and carcinogens as listed by

recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).

K. Hazardous Waste: As defined in 40 CFR 261 and Title 22 CCR, Section 66261.3 et seq.

L. Putrescible Waste: Solid waste capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisance because of odors, vectors (insects, rodents, or any other animal capable of transmitting causative agents of human disease), gasses, or other offensive conditions, and include materials such as, but not limited to food wastes, offal and dead animals.

M. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

N. Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse by others.

O. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product. Can be conducted on-site (as in the grinding of concrete and reuse on-site).

P. Recycling Facility: An operation that can legally accept materials for the purpose of processing materials into an altered form for the manufacture of a new product. Recycling facilities have their specifications for accepting materials.

Q. Reuse: Making use of a material without altering its form.

R. Salvage: Recovery of materials for on-site reuse or donation to a third party.

1.6 SUBMITTALS

A. General: Submit in accordance with Section 01 33 00.

B. Special Environmental Requirements Submittals: Submit the following:

1. Construction Waste Management Plan.
2. Letter Template, signed by Contractor, tabulating the total waste material, quantities diverted and the means by which diverted.
3. Submit certifications from C&D Recycling Facilities that will receive C&D debris.

C. Pay Application Requirements as described in this Section including but not limited to: Waste Management Log, receipts, invoices, weigh tickets and a summary sheet.

1.7 QUALITY ASSURANCE

A. C&D Recycling Facility Qualifications:

1. Operations legally qualified to accept C&D waste in compliance with CIWMB rules and regulations and the local Enforcement Agency. A list of C&D Recycling Facilities is available through the CIWMB and its Internet recyclers' database www.ciwmb.ca.gov/ConDemo/Recyclers.

B. Regulatory Requirements: Comply with CIWMB and local EA rules and regulations.

C. Monitoring:

1. Maintain log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities.

   a. Include in log: type of load, load volume, recycling/hauling service, date accepted by recycling service or by landfill.

   b. Owner reserves the right to audit the log at any time, retain all weight tickets, and receive copies of receipts and invoices.

   c. Units of measure: Use same units as stated in the approved plan good faith estimate of construction waste which would be generated if no remedial methods were implemented.

2. Project Inspector shall monitor removal of C&D debris to verify the required material designated to be recycled are being properly sorted and removed from site to be delivered to recycling facility. Contractor shall coordinate with Project Inspector to have all loads, recycled and non-recycled, verified prior to off-haul. Project Inspector shall initial all receipts, invoices, manifests and weigh tickets.

3. Additional Pay Application Requirements: Submit the following as a requirement for pay application:

   a. Waste Management Log with attached receipts, invoices, weigh tickets and a summary sheet duly initialed by Project Inspector.

   b. Certification letter stating that, under the penalty of perjury, all materials removed from the site during the billing period are included in the waste management log, summary sheet, and attachments.

   c. Failure to submit these requirements with pay application will prohibit processing of pay application.

4. Coordination, Meetings, Training: Comply with provisions specified in this Section.

## 1.8 CONSTRUCTION WASTE MANAGEMENT PLAN

A. Within 14 days after receipt of Notice of Award and prior to any waste removal from the project site, Contractor shall develop and submit to Architect and Owner a Construction Waste Management Plan as specified in this Section for review.

B. The Construction Waste Reduction Plan shall, as a minimum, address the following:

1. Statement of Waste Management Goals indicating objective to reuse, salvage, and recycle of at least 75 percent, as applicable, of the waste generated.

2. Provide a good faith estimate of total project construction waste to be generated if no diversion methods were implemented. Identify name of landfill(s) where project construction waste would normally be disposed of, tipping fees, and estimated cost of disposing project construction waste in landfill(s).

3. Calculate quantities using the Conversion Rate Table included in this Section.

4. Types and estimated quantities (where reasonably available) of salvageable materials that are expected to be generated during demolition and construction activities.

5. Methods to be used to salvage or reuse materials on-site. Methods shall include one or more of the following options: contracting with a deconstruction specialist to salvage all or most materials generated, and reuse of materials on-site or in new construction.

6. Methods to be used to recycle materials. Methods shall include one or more of the following: requiring subcontractors to take materials back for recycling at a permitted facility, contracting with a full service recycling service to recycle all or most materials at a permitted facility, processing and reusing materials on-site.
7. Identify C&D recycling facilities that will receive C&D debris. Include as attachments each recycling facility's specifications for accepting materials.
8. Describe construction site facilities, implements, and procedures for collecting, separating, storing, and hauling, each type of C&D debris. Clearly label recycling containers – post acceptable/unacceptable materials. Identify hauler(s) of each particular debris item, who have agreed to accept and divert designated item from landfill.
9. As a minimum, the following materials shall be reused or recycled:
   a. Land clearing debris.
   b. Asphaltic concrete.
   c. Concrete.
   d. Metals.
   e. Wood.
   f. Plywood, oriented strand board (OSB), medium density fiberboard (MDF), and other wood sheet materials.
   g. Rigid foam.
   h. Window glass.
   i. Gypsum board.
   j. Acoustical ceiling panels.
   k. Carpet.
   l. Paint (through hazardous waste outlets).
   m. Piping: steel, copper, plastic, and cast iron.
   n. Fluorescent lights and ballasts.
   o. Cardboard, paper, plastic film, and packaging.
   p. Job-shack wastes, including office paper, cardboard, glass, plastic, and aluminum beverage cans.
10. Describe methods to prevent storm water run-on from contacting stored construction waste. Methods may include but not limited to berms, secondary containment, and covered dumpster/roll-offs. Where dumpsters are used, include number of dumpsters and frequency of pick-up.

C. Plan Implementation

1. Waste Management Coordinator: Contractor shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
2. Maintain log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities.
   a. Include in log type of load, load volume, recycling/hauling service, date accepted by recycling service or by landfill.

b. Owner reserves the right to audit the log at any time, retain all weight tickets, and receive copies of receipts and invoices.

c. Units of measure: Use same units as stated in the approved plan “good faith” estimate of construction waste which would be generated if no remedial methods were implemented.

3. Materials Handling:

a. Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.

4. Separation Facilities:

a. Designate a specific on-site area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.

b. Keep waste bin areas neat and clean. Clearly mark bins. Do not commingle non-recyclable waste with materials designated for reuse or recycling.

c. For separation at an off-site facility that uses facility average diversion rates, those diversion rates must be regulated by a local or state government authority, and a documenting letter stating such shall be provided as part of the LEED documentation.

5. Training and Coordination:

a. Furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, Owner, and Architect.

b. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all entities at the appropriate stages of the Project.

c. Meetings: Include construction waste management on the agenda of regularly scheduled job-site meetings.

6. Transportation:

a. A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials. Provide an estimate of how often bins will need to be emptied.

b. Transport materials in covered trucks to prevent contamination of product or littering or polluting of surrounding areas.

D. Waste Reduction Strategies:

1. Include in supply agreements with vendors, a waste reduction provision, specifying a preference for reduced, returnable, and/or recyclable packaging.

2. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

3. Store materials properly to avoid moisture damage or other damage to materials as well as outdating. Materials that become wet or damp due to improper storage shall be replaced at Contractor’s expense.

1.9 SPECIAL PROGRAMS

A. Contractor shall be responsible for final implementation of programs involving tax credits or rebates or similar incentives related to recycling, if applicable to the Project. Revenues or other savings obtained for recycled, reused or salvaged materials shall accrue to Contractor.

B. Contractor shall document work methods and recycled, reused or salvaged materials that qualify for tax credits, rebates and other savings.

1.10 SUBSTITUTIONS

A. Should Contractor desire to use procedures, materials, equipment, or products that are not specified but meet the intent of these specifications and are equal to the products specified in all aspects to reduce materials waste, Contractor shall propose these substitutions under provisions of Section 01 60 00.

1.11 CONVERSION TABLE

A. Use the following conversion table for the necessary conversion of material quantities.

| Conversion Rates | | | |
|---|---|---|---|
| Material | Lbs/cy | Tons/cy | Cy/ton |
| Wood | 300 lbs/cu.yd. | 0.15 tons/cu.yd. | 6.7 cu yds/ton |
| Cardboard | 100 lbs/cy.yd. | 0.05 tons/cu.yd. | 20 cu yds/ton |
| Drywall | 500 lbs/cu.yd. | 0.25 tons/cu.yd. | 4 cu.yds/ton |
| Concrete/Asphalt | 1400 lbs/cu.yd. | 0.7 tons/cu.yd. | 1.4 cu. yds/ton |
| Mixed Waste | 350 lbs/cu.yd. | 0.175 tons/cu.yd. | 5.7 cu.yds/ton |

Source: Resource Efficient Building (1994), Metro Solid Waste Department, Portland, Oregon

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by Architect and Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

3.2 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.

B. Burning: Do not burn waste materials on Owner’s property.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them off-site.

END OF SECTION

# SECTION 01 81 13

# CHPS VERIFIED REQUIREMENTS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Section includes general requirements and procedures for compliance with certain Collaborative for High Performance Schools (CHPS) prerequisites and credits needed for the Project to obtain CHPS Verified Certification for New Buildings on an Existing Campus based on the CHPS California 2014 Edition Criteria.

1. Other CHPS prerequisites and credits needed to obtain CHPS certification depend on material selections and may not be specifically identified as CHPS requirements.
2. Compliance with requirements needed to obtain CHPS prerequisites and credits may be used as one criterion to evaluate product/material substitution requests and comparable product requests.
3. The CHPS Verified Scorecard for this project is attached at the end of this Section to provide the CHPS credit and point information anticipated to be achieved on this Project.

### 1.2 RELATED SECTIONS

A. Section 01 70 00 – Execution and Closeout Requirements.

B. Section 01 74 19 – Construction Waste Management and Disposal.

C. Section 01 81 19 – Indoor Air Quality Requirements.

D. Section 01 91 13 – Commissioning General Requirements.

E. Section 01 91 23 – Commissioning Plan.

F. Section 05 40 00 – Cold Formed Metal Framing.

G. Section 06 41 00 – Architectural Wood Casework.

H. Section 06 64 00 – Plastic Paneling.

I. Section 07 21 00 – Thermal Insulation.

J. Section 07 54 23 – Thermoplastic-Polyolefin Roofing.

K. Section 08 14 00 – Wood Doors.

L. Section 09 22 16 – Non-Structural Metal Framing.

M. Section 09 29 00 – Gypsum Board.

N. Section 09 51 13 – Acoustical Panel Ceilings.

O. Section 09 65 00 – Resilient Flooring.

P. Section 09 68 13 – Tile Carpeting.

Q. Section 09 72 26 – Digital Wall Coverings.

R. Section 09 81 00 – Acoustic Insulation.

S. Section 09 91 00 – Painting.

T. Section 10 21 13.19 – Plastic Toilet Compartments.

U. Section 23 00 50 – Basic HVAC Materials and Methods.

V. Section 23 80 00 – Heating, Ventilating, and Air Conditioning.

W. Section 26 50 00 – Lighting.

X. Divisions 01 through 33 Sections for CHPS requirements specific to the Work of each of those Sections. These Sections may or may not include reference to CHPS Certification.

1.3 REFERENCES

A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 for definitions, acronyms, and abbreviations.

B. Unless otherwise noted, standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes as of the date of issue of this Project Manual.

C. Referenced Standards:

1. California Department of Public Health – Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers, Version 1.1.

   a. Supercedes previous version of Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers; referred to in CHPS Best Practices Manual, 2009 Edition as “CDPH Standard Practice”.

2. CHPS California Criteria for High Performance Schools, Assessment Tool 2014 Edition Criteria for New Construction Modernizations – Available at CHPS website, www.chps.net.

3. SCAQMD Rule No. 1113, Amended June 3, 2011 – Architectural Coatings.

4. State of California DGS Technical Specification for the Evaluation of Environmentally Preferable Janitorial Chemicals.

5. Title 17, California Code of Regulations §93120-93120.12 – California Air Resources Board (CARB) Airborne Toxic Control Measure (ATCM) to Reduce Formaldehyde Emissions from Composite Wood Products.

1.4 DEFINITIONS

A. CHPS - Collaborative for High Performance Schools.

B. Environmentally Preferred Products: Products and services that have a lesser or reduced effect on the environment in comparison to conventional products and services.

C. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.

D. Rapidly Renewable Materials: Materials that substantially replenish themselves faster than traditional extraction demand, and that are sustainably managed.

## 1.5 SUBMITTALS

A. General: Submit in accordance with Section 01 33 00 and as follows:

B. Provide additional CHPS submittals required and identified by other Specification Sections.

1. CHPS submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated CHPS requirements.

C. Construction Waste Management Plan: Submit within 14 days of date established for the Notice to Proceed indicating how the following requirements will be met.

1. CHPS Prerequisite MW 2.0 and Credit MW 2.1: Waste management plan complying with Section 01 74 19, Construction Waste Management and Disposal.

D. Construction Indoor Air Quality Management Plan: Submit within 14 days of date established for the Notice to Proceed indicating how the following requirements will be met.

1. CHPS Prerequisite EQ 5.0: Construction indoor-air-quality management plan conforming to requirements of Section 01 81 19.

E. Construction Site Runoff Control: Submit an amended or executed Storm Water Pollution Prevention Plan (SWPPP) complying with requirements of CHPS Prerequisite SS 4.0, as specified on Civil Drawings.

F. System Maintenance Plan: Submit within 30 days of approved submittals a Systems Maintenance Plan complying with requirements of CHPS Prerequisite OM 5.1, and as required by Section 01 70 00.

## 1.6 CHPS AUDIT DOCUMENTATION

A. At the end of construction, provide an electronic CHPS Workbook with copies of all documentation required by this Section, and as required by individual Specification Sections. Use dividers to organize documentation by applicable CHPS prerequisite or credit.

B. Submit supporting documentation for the following prerequisites and credits to be used during the CHPS audit process:

1. Credit SS 11.1: Submit JPG images showing installed cool roof complying with requirements of Credit SS 11.1 and Section 07 54 23.
2. Credit WE 2.0: Submit JPG images, proofs of purchase, or other supporting documentation acceptable to CHPS auditor demonstrating compliance with water reduction levels required for achievement of Credit WE 2.0.
3. Prerequisite WE 1.0: Submit manufacturer receipts and proofs of purchase for water-efficient products installed on the Project for achievement of Credit WE 2.2.

4. Prerequisite MW 1.0: Submit JPG images showing centralized recycling collection point, typical classroom recycling bins, and typical common area recycling bins.
5. Credit MW 3.1: Submit manufacturer receipts and proofs of purchase for products installed on the Project as specified in the following Sections:
    a. Section 05 40 00 – Cold Formed Metal Framing.
    b. Section 06 41 00 – Architectural Wood Casework; for hardwood plywood and MDF.
    c. Section 06 64 00 – Plastic Paneling; for resin panels.
    d. Section 07 21 00 – Thermal Insulation.
    e. Section 09 22 16 – Non-Structural Metal Framing.
    f. Section 09 29 00 – Gypsum Board.
    g. Section 09 51 13 – Acoustical Panel Ceilings; for lay-in ceiling panels.
    h. Section 09 65 00 – Resilient Flooring; for linoleum products.
    i. Section 09 68 13 – Tile Carpeting.
    j. Section 09 81 00 – Acoustic Insulation.
    k. Section 10 21 13.19 – Plastic Toilet Compartments.
6. Credit EQ 1.2: Submit JPG images showing installed view windows in a typical classroom complying with requirements of Credit EQ 1.2.
7. Credit EQ 13.1: Submit manufacturer receipts and proofs of purchase for products installed on the Project complying with requirements of Credit EQ 13.1 and as specified in the following Section:
    a. Section 26 50 00 – Lighting.
8. Prerequisite EQ 1.1: Submit letter from HVAC or Mechanical Engineer stating MERV values of filters installed in HVAC systems after construction. Submit manufacturer receipts and proofs of purchase for products installed on the Project complying with requirements of Prerequisite EQ 1.1 and as specified in the following Sections:
    a. Section 23 00 50 – Basic HVAC Materials and Methods.
    b. Section 23 80 00 – Heating, Ventilating, and Air Conditioning.
9. Credit EQ 1.0-1.1: Submit letter from HVAC or Mechanical Engineer stating MERV values of filters installed in HVAC systems after construction. Submit manufacturer receipts and proofs of purchase for products installed on the Project complying with requirements of Credit EQ 1.0-1.1 and as specified in Section 23 80 00 – Heating, Ventilating, and Air Conditioning.
10. Credit EQ 7.0-7.1: Submit manufacturer receipts and proofs of purchase for products installed on the Project complying with requirements of Credit EQ 7.0-7.1 and as specified in the following Sections:
    a. Section 06 41 00 – Architectural Wood Casework.
    b. Section 06 64 00 – Plastic Paneling.
    c. Section 07 21 00 – Thermal Insulation.
    d. Section 08 14 00 – Wood Doors.
    e. Section 09 29 00 – Gypsum Board.
    f. Section 09 51 13 – Acoustical Panel Ceilings.

g. Section 09 65 00 – Resilient Flooring.

h. Section 09 68 13 – Tile Carpeting.

i. Section 09 81 00 – Acoustical Insulation – Glass Fiber.

j. Section 09 91 00 – Painting.

11. Credit EQ 2.4: Submit JPG images showing displacement ventilation system in at least one typical classroom.

12. Credit EQ 10.1: Submit JPG images showing one installed operable window, minimum, in a typical classroom. Submit JPG images of classroom's separate temperature and ventilation controls.

1.7 ENVIRONMENTAL PROTECTION

A. Preserve the natural resources in their existing condition or restore to an equivalent or improved condition within the Project boundaries and outside the limits of permanent Work performed under this Contract.

B. Prevent creation of dust, air pollution, and odors. Refer to Division 01 requirements.

1.8 COMMISSIONING

A. Prerequisite EE3.0: Comply with Project building systems commissioning requirements; refer to Section 01 91 13 – Commissioning General Requirements and Section 01 91 23 – Commissioning Plan.

PART 2 PRODUCTS

2.1 COOL ROOF

A. Provide roofing material as specified in Section 07 51 13, and complying with the following requirements of CHPS Credit SS 11.1:

1. 75 percent, minimum, of roof surfaces shall have the following initial solar reflectance index (SRI):

a. Roofing with slope less than or equal to 2:12: 78 SRI.

b. Roofing with slope greater than 2:12: 29 SRI.

2.2 RECYCLED CONTENT OF MATERIALS

A. Credit MW 3.1 (Prescriptive Approach): Specify and install eight major materials, minimum, from Table 23 of CHPS Assessment Tool, 2014 Edition Criteria.

1. Major materials shall be materials that cover greater than 50 percent of a major building surface. Major building surfaces include, but are not limited to parking areas, floors, roofs, partitions, walls, or materials serving a structural function throughout the majority of the building.

2. Major materials selected for use on the Project complying with requirements of Credit MW 3.1 are as follows:

a. Cold-formed metal framing as specified in Section 05 40 00.

b. Medium density fiberboard for casework by Sierra Pine as specified in Section 06 41 00.

c. Thermal insulation by Knauf, as specified in Section 07 21 00.

d. Non-structural metal framing as specified in Section 09 22 16.

e. Acoustical ceiling panels by Armstrong World Industries, Inc. as specified in Section 09 51 13.

f. Linoleum sheet flooring by Forbo Industries, Inc. as specified in Section 09 65 00.

g. Acoustical insulation by Knauf, as specified in Section 09 81 00.

h. HDPE toilet compartments by Scranton Products as specified in Section 10 21 13.19.

## 2.3 LOW-EMITTING MATERIALS

A. Credit EQ 7.0-7.1: Paints and architectural coatings totaling 90 percent or more of the total volume of such products installed on the Project within the building weatherproofing system shall meet the following requirements:

1. Applicable products shall meet VOC requirements of the applicable category of South Coast Air Quality Management District (SCAQMD) Rule 1113.

2. California Air Resources Board (CARB) 2007.

3. Paints and architectural coatings normally applied to walls, ceilings, floors or trim shall be tested and evaluated for emissions of VOCs of concern with respect to chronic inhalation exposures in accordance with California Department of Public Health (CDPH) publication, “Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources using Environmental Chambers.” ***Suggested Control Measure (SCM) for Architectural Coatings?***

   a. Applicable products shall be applied to the appropriate plate or gypsum board panel and tested individually.

   b. Flooring sealers and paints shall be modeled to the school classroom using the manufacturer’s specified coverage and the classroom flooring area.

   c. Wall applied paints and coatings shall be modeled using the manufacturer’s specified coverage and the classroom wall paint and wallcoverings area.

   d. Ceiling applied paints and coatings shall be modeled using the manufacturer’s specified coverage and the classroom ceiling area.

   e. Wood stains and finishes and trim applied paint shall be modeled using the manufacturer’s specified coverage and the area of the classroom door plus the area of the wall base.

4. Products in this category include but are not limited to sealers, stains, clear wood finishes, floor sealers and coating, waterproofing sealers, primers, flat paints, and coating, non-flat paints and coatings, and rust preventative coatings.

B. EQ 7.0-7.1: Flooring systems installed in the Project’s interior totaling 90 percent or more of the total floor area of the project shall meet the following requirements:

1. Flooring systems shall be tested and evaluated for emissions of VOCs of concern with respect to chronic inhalation exposures following the specifications of CDPH publication, “Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources using Environmental Chambers.”

   a. Each individual flooring system shall be modeled to the standard school classroom, as defined in the CDPH Standard Method, using the classroom flooring area.

b. For systems consisting of more than one distinct layer, each layer shall meet the requirements of the Standard Method.

2. Flooring stains, sealers, and coatings shall meet requirements of Credit EQ 7.0-7.1.
3. Flooring systems include but are not limited to carpet with integral adhesive system and integral or separate cushion, if used; resilient flooring; wood flooring; ceramic tile flooring; other mineral-based flooring without any organic component, and concrete flooring.
   a. For the purposes of this credit, it is assumed that ceramic tile, organic-free mineral-based flooring, and concrete flooring are negligible sources of VOCs and comply with credit requirements.

C. EQ 7.0-7.1: Composite Wood and Agrifiber Products.
1. A minimum of 90 percent of composite wood and agrifiber products installed on site in the Project's interior shall meet one or both of the following requirements:
   a. Applicable products shall be manufactured with no-added formaldehyde based resins, and shall meet emission requirements of the California Air Resources Board (CARB) Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products, Sections 93120-93120.12, Title 17, California Code of Regulations (ATCM).
   b. Products shall employ ultra-low emitting formaldehyde (ULEF) resins as defined by the ATCM and shall meet emission requirements of the ATCM.
2. Conformance of no-added formaldehyde and ULEF products shall be demonstrated by formaldehyde emission test results and chain-of-custody documentation as required by ATCM, or equivalent.
3. Composite wood and agrifiber products as defined in ATCM include, but are not limited to, hardwood plywood, plywood with decorative softwood veneer, laminated products with a composite wood core or platform, particleboard, medium density fiberboard (MDF), and finished goods fabricated from these products.
   a. Structural plywood, structural panels, oriented strand board, structural lumber, glue laminated timber, prefabricated wood joists, and finger jointed lumber are excluded from requirements of Credit EQ2.2.4.

D. EQ 7.1.6: Ceiling and wall systems installed in the Project's interior totaling 90 percent or more of the total areas of such products shall meet the following requirements
1. Ceiling and wall systems shall be tested and evaluated for emissions of VOCs of concern with respect to chronic inhalation exposures following the specifications of CDPH publication, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources using Environmental Chambers."
   a. Each separate component or distinct layer of ceiling and wall systems shall be modeled to the standard school classroom, as defined in the CDPH Standard Method, using classroom ceiling area and/or wall area as applicable.
   b. For systems consisting of more than one distinct layer, each layer shall meet the requirements of the Standard Method.
2. Site applied paints and coatings shall meet requirements of Credit EQ 7.1.5.

3. Ceiling and wall systems include but are not limited to ceiling insulation installed within the structural envelope, wall insulation, acoustical ceiling panels, gypsum board wall panels, and wallcoverings.
    a. Organic-free metal- or mineral-based wallcoverings are available for credit without any testing requirements.

## 2.4 ENVIRONMENTALLY PREFERRED PRODUCTS

A. Provide environmentally preferred products to the greatest extent possible. Provide products and materials that promote stewardship of the earth's resources, good indoor environmental quality (IEQ), and efficiency in operational performance.

B. Product Substitution: Notify Owner and Architect when Contractor is aware of materials, equipment, or products that meet the aesthetic and programmatic intent of the Contract Documents, but are more environmentally responsible than materials, equipment, or products specified or indicated in the Contract Documents.
    1. Comply with the provisions of Section 01 60 00. Submit the following for review by Owner and Architect:
        a. Product data including manufacturer's name, address, phone number, and internet web address.
        b. Description of environmental advantages of proposed substitution over product specified

C. Preferred Cleaning and Maintenance Products:
    1. Products and materials for maintenance, cleaning, and refinishing, as recommended by manufacturers for Contractor's final cleaning and for building maintenance operations, shall be consistent with the project's CHPS requirements.
    2. Provide cleaning and maintenance products evaluated in accordance with State of California DGS Technical Specification for the Evaluation of Environmentally Preferable Janitorial Chemicals, available at http://www.ciwmb.ca.gov/GreenBuilding/Toolkit.htm.
    3. Products shall be evaluated in response to the following issues:
        a. Health and safety issues: Carcinogens/mutagens/teratogens, neurotoxins or central nervous system (CNS) depressants, eye irritation effects, skin irritation effects, flammability (flash point), overall acute toxicity, and exposure (ease of skin absorption).
        b. Environmental issues: Ozone depleting substances, VOCs, Corrosivity (ph), endocrine/hormone modifiers, EPA's Superfund Amendment and Reauthorization Act (SARA) Title III, Section 313 listed ingredients, biodegradability, combined cleaner/disinfectant, added fragrances, and added dyes.
        c. Other issues: Available as concentrate, available as non-aerosol, container and packaging (refill/return/recycle).
    4. Environmentally preferable janitorial chemicals are listed in the DGS Real Estate Services, Building and Property Management Branch internet site at http://www.resd.dgs.ca.gov/BPM/default.htm.

## PART 3 EXECUTION

### 3.1 CONSTRUCTION WASTE MANAGEMENT

A. Prerequisite MW 2.0 and Credit MW 2.1 Construction Site Waste Management: Comply with Section 01 74 19 requirements.

### 3.2 CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT

A. Prerequisite EQ 5.0: Comply with Section 01 81 19 Indoor Air Quality Requirements.

END OF SECTION

# SECTION 01 81 19

# INDOOR ENVIRONMENTAL QUALITY REQUIREMENTS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Construction indoor air quality management plan.

B. HVAC protection.

C. Construction sequencing to control emissions.

D. Building flush-out.

E. Baseline indoor air quality testing.

F. Acoustical Performance of Classrooms.

### 1.2 RELATED SECTIONS

A. Section 01 70 00 – Execution and Closeout Requirements.

B. Section 01 81 13 – CHPS Verified Requirements.

C. Section 01 91 13 – Commissioning General Requirements.

D. Section 01 91 23 – Commissioning Plan.

E. Division 22-25 – Mechanical.

### 1.3 REFERENCES

A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 for definitions, acronyms, and abbreviations.

B. Unless otherwise noted, standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes as of the date of issue of this Project Manual.

C. Referenced Standards:

1. ANSI/ASA S12.60-2002– Acoustical Performance Criteria, Design Requirements, and Guidelines for Schools.
2. ASHRAE 52.2-1999– Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.
3. ASHRAE 62-2010 – Ventilation for Acceptable Indoor Air Quality.
4. ASTM E2114-01 – Standard Terminology for Sustainability Relative to the Performance of Buildings.
5. CHPS 2014 Criteria – New Construction and Modernizations
6. SMACNA IAQ Guidelines for Occupied Buildings Under Construction.

1.4 INDOOR AIR QUALITY GOALS

A. Owner has set indoor air quality goals for project construction site operations within the limits of the construction schedule, Contract Sum, available materials, products, and services.

B. The general intent is to prevent air quality problems resulting from construction processes in order to help sustain the comfort and well-being of construction workers and building occupants.

1.5 CLASSROOM ACOUSTICAL PERFROMANCE GOALS

A. Minimum Acoustical Performance: Unoccupied classrooms shall be designed to have a maximum background noise level of 45 dBA LAeq, per CHPS Prerequisite EQ3.0.P1.

B. Classrooms with volume less than 10,000 cubic feet shall have a 0.6-second maximum reverberation time, unoccupied, per CHPS **[Prerequisite EQ3.0.P2] [Credit EQ3.1.2] [Credit EQ3.1.4]**.

C. Classrooms with volumes between 10,000 cubic feet and 20,000 cubic feet shall have a 0.7-second maximum reverberation time, unoccupied, furnished, and fitted-out, per CHPS **[Prerequisite EQ3.0.P2] [Credit EQ3.1.2] [Credit EQ3.1.4]** and ANSI S12.60-2002.

1.6 DEFINITIONS

A. Definitions pertaining to sustainable development: As defined in ANSI/ASA S12.60-2002, ASTM E2114, and as specified in this Section.

B. Equivalent Sound Level (LAeq): The steady sound level that contains the same acoustic energy as the actual time-varying sound level during the measurement period.

C. Adequate Ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of dust fumes, vapors, or gases.

D. Background Noise Level: Sound in a furnished, unoccupied learning space, including sounds from outdoors, building services and utilities operating at their maximum levels. For purposes of this Section, the following sounds are excluded: sound generated by people within the building or sound generated by temporary or permanent instructional equipment.

E. Environmental Pollution and Damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.

F. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261 and Title 22 CCR, Section 66261.3 et seq. Hazardous materials include pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).

G. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative

quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.

H. Sustainability: The maintenance of ecosystem components and functions for future generations.

1.7 SUBMITTALS

A. General: Submit in accordance with Section 01 33 00.

B. Product Data: Submit product data for filtration media used during construction and during operation. Data to include filter Minimum Efficiency Reporting Value (MERV).

C. MSDS: Submit MSDSs for inclusion in Operation and Maintenance Manual for the following products. Coordinate with Section 01 70 00.

1. Adhesives.
2. Floor and wall patching and leveling materials.
3. Caulking and sealants.
4. Insulating materials.
5. Fireproofing and firestopping.
6. Carpet.
7. Paint.
8. Clear finish for wood surfaces.
9. Lubricants.
10. Cleaning products.

D. Special Environmental Requirements Submittals: Submit in accordance with Section 01 81 13 and as required by CHPS 2014 Criteria, Indoor Environmental Quality Prerequisites as follows:

1. Prerequisite EQ5.0:
   a. Provide a construction schedule for preconditioning and building flush out.
   b. Describe building flush-out procedures and dates, and provide photographic documentation.
   c. Provide an occupancy evaluation report approved by a Certified Industrial Hygienist and documentation that full flush out was conducted while building was occupied for projects where flush out was not completed prior to occupancy.
   d. Provide a detailed photo log of construction indoor air quality management practices followed in construction. Submit a minimum of 8 photos taken at various times during construction. Each photo shall be accompanied by a narrative describing compliance with the various requirements.
2. CHPS **[Prerequisite EQ3.0.P2] [Credit EQ3.1.2] [Credit EQ3.1.4]: Acoustic testing shall be incorporated into Section 01 91 23 – Commissioning Plan.**

1.8 HVAC PROTECTION

A. Ductwork and HVAC equipment shall be delivered, stored and covered to protect it from water, snow, dust, construction debris, and any other elements that could damage same. In the event that internal duct or equipment insulation or other porous material becomes wet and is not dried within twenty-four hours, it shall be flagged as damaged, removed from the site, and replaced. Ductwork and HVAC equipment damaged due to lack of adequate protection by Contractor shall be replaced at no cost to Owner.

B. Remove oil film on HVAC sheet metal work prior to shipment to site. Seal with plastic sheet both ends of cleaned and dried sheet metal ductwork and on HVAC equipment prior to shipment to site.

C. Seal openings and cover all uninstalled HVAC ductwork at all times. Store all uninstalled ductwork on end to prevent build-up of construction debris inside of ductwork. Cover and protect all elements to be installed inside ductwork such as dampers, coils and sound attenuators.

D. Seal HVAC ducts during construction. Damper-off return side of HVAC system and seal return system openings with plastic sheet.

E. Install HVAC system, continuously maintaining a sealed system by removing covers of sealed ducts and equipment only prior to installation and keeping free ends sealed.

F. To protect equipment and ductwork, air handlers shall not run during construction until the rooms are clean and no dust or other air-borne contaminants are being produced as determined in writing by the Project Manager.

G. When air handlers are used for air balancing and controls operation verification, use filtration media with a minimum MERV 8 filtration media at each return air grill, as per ASHRAE 52.2. Air handlers may be used only as a last resort and with the written approval of Architect. Clean air handlers using a high efficiency particulate air (HEPA) vacuum cleaner prior to substantial completion and prior to using the air handlers to circulate air.

1.9 SEQUENCING

A. Finish Types: Finishes, for the purpose of this Section, are classified based on its potential to emit or off-gas deleterious particulate matter and its tendency to absorb.

1. Type 1 Finishes: Materials and finishes which have a potential for short-term levels of off-gassing from chemicals inherent in their manufacturing process, or which are applied in a form requiring vehicles or carriers for spreading which release a high level of particulate matter in the process of installation or curing. Type 1 finishes include, but are not limited to the following:

a. Composite wood products.

b. Adhesives, sealants, and glazing compounds.

c. Wood preservatives.

d. Paints and coatings.

e. Control and expansion joint fillers.

f. Hard finishes requiring adhesive for installation.

g. Gypsum board and associated finish processes.

2. Type 2 Finishes: Materials and finishes which are woven, fibrous, or porous in nature and tend to absorb chemicals off-gassed by Type 1 finishes or may be adversely

affected by particulates. These materials become sinks for deleterious substances which may be released much later, or collectors of contaminants that may promote subsequent bacterial growth. Type 2 finishes include, but are not limited to the following:

a. Carpet.

b. Fabric wall covering.

c. Insulation exposed to airstream.

d. Acoustic ceiling and wall materials.

e. Fabric covered acoustic wall panels.

f. Upholstered furnishings.

B. Optimal Order of Finish Installation: To the greatest extent possible, and as mitigated by project requirements, schedule work activities to accommodate the following:

1. Apply Type 1 interior finishes throughout the entire air zone of each building or building segment and allow finishes to completely cure according to intervals and times stated in respective finish manufacturer's printed instructions before commencing installation of any Type 2 finishes in the same area.

2. Avoid storage of Type 2 finishes in areas where installation or curing of Type 1 materials are in progress.

3. Apply Type 2 finishes.

1.10 PROJECT/SITE CONDITIONS

A. Environmental Requirements:

1. Maintain construction indoor air quality consistent with the project's general intent of providing optimal indoor air quality to help sustain the comfort and well-being of construction workers and building occupants and also to provide the proper site environmental conditions for materials installation.

2. Condition work areas for materials before, during, and after installation as specified in individual specification sections. Provide portable fans, portable ducts, and dehumidification systems as needed to provide continuous ventilation, temperature, and humidity control; and to prevent mold growth. Acceptable construction climate control system (dehumidifiers, chillers, and heaters) is provided by Munters Corporation (970 Howe Rd., Martinez, CA 94553; toll free: 800.686.8377; phone: 925.957.8970; fax: 925.957.8972; URL: http://www.muntersamerica.com), or an equally approved system. Costs related to controlling and conditioning construction environment are part the construction process and shall be borne by Contractor.

B. Compartmentalization:

1. Isolate areas of work to prevent contamination of clean or occupied areas. Depending on the climate, ventilate 100 percent outside air to exhaust contaminated air directly to outside during installation of VOC emitting materials.

2. Utilize pressure differentials to prevent contaminated air from entering clean areas.

1.11 SUBSTITUTIONS

A. Should Contractor desire to use procedures, materials, equipment, or products that are not specified but meet the intent of these specifications, Contractor shall propose these substitutions under provisions of Section 01 60 00.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 Comply with the CHPS 2014 Criteria for New Construction, Indoor Environmental Quality Prerequisites and the following:

A. Prerequisite EQ 1.0 HVAC Design – ASHRAE 62.1:

1. Minimum outside air ventilation requirement: Design and construct HVAC systems to provide continuous outside air (OA) ventilation to each space during occupied hours including all full and part-load conditions.

a. Ensure that ventilation systems operate in continuous mode during occupied hours and are not readily defeated.

b. Ventilation rates shall be no less than required by California Title 24, Part 6, §121 or the outdoor ventilation rate calculated according to the outdoor air ventilation rate procedure in §6.2 ASHRAE 62.1-2010 using the ASHRAE 62.1 Spreadsheet for calculations; the OA rate that is greatest shall be applied to each space.

c. For multiple spaces served by variable air volume (VAV) systems, the minimum supply setting of each VAV box shall be no less than the design outdoor ventilation rate calculated for each space. The VAV box shall be controlled so that the minimum required airflow is maintained at all times when the space is occupied, even when the fan has modulated to its minimum capacity.

d. Air from art classrooms, darkrooms, kitchens and kitchenettes, locker rooms, copy printing rooms, science lab classrooms, woodwork shops and other classrooms with pollutant sources shall be exhausted directly to the outside and not recirculated.

e. Exhaust airflow rates shall be no less than the greater of what is required by California Title 24 or ASHRAE 62.1-2010 § 6.5.

2. HVAC systems and equipment shall meet the requirements of ASHRAE Standard 62.1-2010, §5.

B. EQ 5.0 Construction Indoor Air Quality Management:

1. During construction, meet or exceed all of the following minimum requirements:

a. Comply with requirements of ASHRAE Standard 62.1-2010, §7 during construction and system startup.

b. If HVAC systems are operated during construction, filters shall be used at supply and return and be replaced before building occupancy.

c. Procedures, strategies, and controls per requirements of SMACNA IAQ Guidelines for Occupied Buildings Under Construction 2nd Edition 2007, ANSI/SMACNA 008-2008 (Chapter 3).

2. Temporary construction ventilation: Continuously ventilate during installation of materials that emit Volatile Organic Compounds (VOC) including but not limited to applications of adhesives, paints, floor coatings, stains, varnishes. Continue to ventilate After installation until emissions dissipate Exhaust affected areas directly to outside; do not transfer air to other enclosed spaces. Replace all filtration media immediately prior to occupancy. If continuous ventilation is not possible via the building's HVAC system(s),

then ventilate via open windows and temporary fans that provide minimum three air changes per hour.

3. Dust protection: Turn off ventilation systems and protect HVAC supply and return openings from dust infiltration during dust producing activities. Provide temporary ventilation as required.
4. Pre-conditioning: Allow products that have odors and significant VOC emissions to off-gas in dry, well-ventilated space for a sufficient period to dissipate odors and emissions prior to delivery to the construction site. Condition products without containers and packaging to maximize off-gassing of VOCs. Condition products in a ventilated warehouse or other building. Comply with substitution requirements for consideration of other locations.
5. Sequencing: Where odorous and/or high VOC-emitting products are applied on-site, apply them prior to installation of porous and fibrous materials including foams.
6. Vacuuming: Vacuum carpeted and other accessible surfaces after construction is complete and prior to occupancy. Use a certified vacuum or HEPA vacuum that meets or exceeds the CRI Seal of Approval/Green Label Vacuum Cleaner Program criteria for vacuum cleaning performance.
7. Duct cleaning: Oil film on sheet metal shall be removed before shipment to site. Inspect ducts on-site to confirm that no oil film is present. Remove any oil. If ducts contain dust and dirt, clean them immediately, prior to substantial completion and prior to using the ducts to circulate air. HVAC system components or duct work may only be cleaned, coated, or have applied to its surface disinfectants, pesticides or biocides that are registered and particularly labeled for use in HVAC systems by state and federal EPA.
8. Building flush-out: After construction ends, and with all interior finishes installed, flush-out the building by supplying continuous 24 hour ventilation with all air handling unit dampers at their maximum outdoor air position and all supply fans at their maximum position and maximum rate for 14 days minimum while maintaining an internal temperature at the most energy efficient temperature above 60 degrees F, and relative humidity no higher than 60 percent.
9. If unable to complete the 14 day flush out prior to planned school occupancy date, the school may conduct the flush-out while the building is occupied if the following requirements are met:
    a. All rooms in the school must be inspected for health and thermal comfort by a trained technician or a Certified Industrial Hygienist (CIH) prior to occupancy. The occupancy evaluation report which has been reviewed and approved by an industrial hygienist certified by the American Council of Government and Industrial Hygienists (ACGIH) shall be submitted to CHPS confirming that the following requirements have been satisfied at a minimum:
        1) Each classroom has been tested to show that the ventilation rate meets minimum code required ventilation rate and receives continuous ventilation during occupancy, per Title 8, Sec. 5142.
        2) The HVAC filters on all HVAC units are properly in place and meet the MERV rating (minimum MERV 8) as specified for the CHPS school project, the HVAC condensate pans drain correctly and the internal HVAC insulation is undamaged.
        3) Each classroom has been tested to meet the following particulate matter levels”
            a) PM 10: Maximum 20 micrograms per cubic meter or less than the outdoor levels.

b) PM 2.5: Maximum 12 micrograms per cubic meter or less than outdoor levels.

4) Each classroom has been tested to show that the carbon monoxide has been measured and is less than 9 parts per million, but not greater than 2 ppm above outdoor levels.

5) Each classroom has been tested to show that the carbon dioxide has been measured and is less than 200 ppm above outdoor CO2 levels nearby. The room must be unoccupied during testing, and testing should occur during at least one rush-hour period.

6) Each classroom has been tested to show that the temperature and relative humidity have been measured and are within the criteria in ASHRAE Standard 55-2007.

7) Each classroom has been inspected and observed to ensure that there are no health or safety concerns from any chemical, moisture and odor sources in or near the classrooms.

b. Conduct the flush out for 24 hours a day continuous ventilation for a total of 14 days.

c. All air handling unit dampers are at their maximum outdoor air position during the 14 day flush out.

d. All supply fans are at their maximum rate and position. Thermal comfort is maintained during occupied hours, per ASHRAE Standard 55. Internal temperatures are maintained at the most energy efficient level above 60°F; relative humidity is maintained no higher than 60% during non-occupancy hours. Do not “bake out” the building by increasing the temperature of the space. If continuous ventilation is not possible, flush-out must total the equivalent of 14 days of maximum outdoor air.

10. Post-occupancy ventilation: When Contractor is required to perform touch-up work involving products with chemical emissions, provide temporary construction ventilation during application and extend the building flush-out by a minimum of 4 days after touch-up application, with 100 percent tempered outside air for 24 hours each day.

11. Protect building materials during construction. Building materials shall be kept dry to prevent the growth of mold and bacteria. Weatherproof enclosures shall be temporarily constructed to store and protect materials from moisture sources if necessary. Contractor shall assure that materials are covered and if resting on the ground, use spacers to allow air to circulate between the ground and the materials. Water damaged materials should be dried within 24 hours. Due to the possibility of mold and bacteria growth, materials that are damp or wet for more than 24 hours must be discarded. Immediately remove from the site materials showing signs of mold and mildew, including any with moisture stains, and properly dispose of them. Moldy materials shall be replaced with new, undamaged materials. Lumber exhibiting a minor amount of “lumberyard mold” need not be discarded.

C. EQ 9.0: Comply with ASHRAE Standard 55-2010, Thermal Environmental Conditions for Human Occupancy.

D. EQ Credit E1.1: After building flush out and prior to building occupancy, replace all filters with filtration media having a Minimum Efficiency Reporting Value (MERV) of 15, minimum, and as specified in Section 23 80 00 throughout the HVAC system.

3.2 IAQ TESTING

A. HVAC System Verification: Contractor's independent testing and balancing agency shall verify the performance of each HVAC system including space temperature and space humidity uniformity, outside air quantity, filter installation, drain pan operation, and any obvious contamination sources. HVAC system performance shall meet ASHRAE Standard 62 and other applicable requirements of these Specifications.

## 3.3 ACOUSTIC TESTING

A. Where the measured ambient noises due to sources other than HVAC are within 5dB of the measured overall noise (HVAC and exterior intrusive noise) a measurement of at least 1/2 hour duration shall be made in at least two classrooms in each building in the worst case (noisiest) locations on the school site during normal school days and hours.

B. To evaluate the significance of intrusive exterior noise, a 30-minute Equivalent Sound Level (LAeq30) measurement shall be made in the classroom that is subjectively assessed to represent the worst-case exposure to exterior noise, with the HVAC system not in operation. This LAeq30 measurement shall be repeated with the HVAC in operation. If the second “HVAC-on” sound level is more than 5 dB greater than the initial “HVAC-off” measurement, exterior noise intrusion shall be deemed “not significant”.

C. Where intrusive exterior noise has been deemed “not significant” short-term (15-second) A-weighted sound level measurements shall be made in each classroom with the HVAC systems in operation. Where exterior intrusive noise has been deemed “significant” (per the evaluation method noted above), LAeq30 sound level measurements shall be made in each classroom with the HVAC system in operation. In either case, where classrooms are served by variable-air-volume systems, the systems shall be operated at maximum nominal flow (typically by means of varying the thermostat set point).

D. Where exposure to exterior noise varies significantly between groups of classrooms (e.g. one side of a classroom wing adjacent to a street, the other side facing away), separate evaluations of exterior noise significance can be conducted to limit the need for LAeq30 measurements.

E. The purpose of these prerequisites is to eliminate the worst performing acoustical environments. Background noise levels of 45 dBA are not sufficient for classrooms with young children, students with limited English proficiency, and those with hearing impairments or language disorders. Districts and designers are strongly encouraged to move beyond these prerequisites and achieve background noise levels of 35 dBA for all classrooms.

F. Maximum Reverberation: The reverberation times shall be measured in each classroom in three octave bands with center frequencies of 500, 1000, and 2000 Hz. The arithmetic average of the three measured values shall be compared to the standard.

END OF SECTION