



## **Project Manual**

Contra Costa Community College District  
Diablo Valley College – Pleasant Hill Campus  
D-1229 Student Union Building Gender Inclusive Restrooms (Rebid)  
DSA #01-121329

321 Golf Club Rd, Pleasant Hill, CA 94523

DLR #75-24104-00

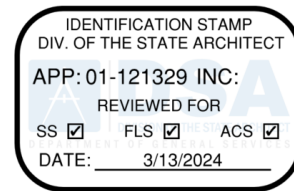
Bid Specs Set  
April 05, 2024

**SECTION 00007 - SEALS PAGE**

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

DLR GROUP  
235 MONTGOMERY STREET, SUITE 350  
SAN FRANCISCO, CA 94104  
CONTACT: CATHERINE MENG  
[cmeng@dlrgroup.com](mailto:cmeng@dlrgroup.com)



B. Mechanical Engineer:

DLR GROUP  
700 S. FLOWER STREET, 22<sup>ND</sup> FLOOR  
LOS ANGELES, CA 90017  
CONTACT: YAM CHAPAGAIN, PE  
[ychapagain@dlrgroup.com](mailto:ychapagain@dlrgroup.com)



**END OF SECTION 00007**

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CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
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BID SPECS SET

**END OF SECTION 00010**

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BID SPECS SET

**SECTION 00015 - PROJECT DIRECTORY**

ARCHITECT: DLR GROUP  
235 MONTGOMERY STREET, SUITE 350  
SAN FRANCISCO, CA 94104  
CONTACT: CATHERINE MENG  
[cmeng@dlrgroup.com](mailto:cmeng@dlrgroup.com)

OWNER: CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
500 COURT STREET  
MARTINEZ, CA 94553  
925-229-1000

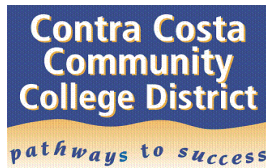
FACILITIES PLANNING: INES ZILDZIC  
CHIEF FACILITIES PLANNER  
925-229-6842

CONTROL: KATHLEEN HALASZYNSKI  
DIRECTOR OF CONSTRUCTION PROGRAM  
925-229-6846

PJ ROACH  
DISTRICT PROJECT MANAGER/  
BUILDINGS AND GROUNDS  
(925) 229-6964

**END OF SECTION 00015**

**SECTION 00100 - NOTICE INVITING BIDS**



**D-1229**  
**STUDENT UNION BUILDING GENDER**  
**INCLUSIVE RESTROOMS (REBID)**  
Diablo Valley College - Pleasant Hill Campus 321  
Golf Club Road, Pleasant Hill, CA 94523

NOTICE IS HEREBY GIVEN that the Governing Board of the Contra Costa Community College District (District), Martinez, California, will receive sealed bid proposals for the furnishing of all labor, materials, equipment, transportation and services for the construction of the project entitled **Student Union Building Gender Inclusive Restrooms**.

Construction Cost Estimate (Range): **\$150,000**  
California License Required: **B - General Building License**

The proposed project consists of the alteration of a men's and a women's restroom in an existing building at the Diablo Valley College Pleasant Hill Campus into two separate gender neutral restroom facilities. The new toilet partitions extend greater than typical heights, with a bottom elevation of 3/8" AFF (above finish floor) and a top elevation of 88" AFF, requiring the widening of accessible toilet stalls. Two existing urinals in the men's restroom will be replaced with a single toilet. No ceiling work, including mechanical, electrical, and fire alarm is included in scope.

The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

For information directly from the Contra Costa Community College District, you may log in to the District Website: <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>. Project documents available include, but are not limited to plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage.

All questions related to this project must be submitted, via email, to:

**Ben M. Cayabyab, Contracts Manager**  
Contra Costa Community College District  
500 Court St., Martinez, CA 94553  
Email: [4cdpurchasingrfis@email.4cd.edu](mailto:4cdpurchasingrfis@email.4cd.edu)

Each bid shall be made on the bid form, which is included in the Bid Documents and when submitted, shall be accompanied by a Bid Bond or Certified Cashier's Check in the amount of 10% of bid (made payable to the Contra Costa Community College District). The District reserves the right to forfeit Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

**IMPORTANT INFORMATION:**

**Pre-Bid Meeting and Job Walk, Date/Time: .....May 7<sup>th</sup> 2024 (Mandatory) at 9am**

**Pre-Bid Meeting Location: .....Diablo Valley College - 321 Golf Club Road, Martinez, CA 94553. Parking Lot #8.**

**Last Date / Time for Bidder's**

**Requests for Information: .....May 10<sup>th</sup> 2024 before 2pm**

**Bids Due No Later Than, Date / Time: .....May 16<sup>th</sup> 2024 before 2pm**

**Bids Must Be Received at: .....Contra Costa Community College District (Lobby)**

**500 Court St, Martinez, CA 94553**

**Attn: Ben M. Cayabyab, Contracts Manager**

Bids must be received by the District prior to the time and by the date noted above. Bids that are not received by the District prior to the time and by the date noted above will not be accepted, and will be returned to the Bidder, unopened. The District is not responsible for lost or misplaced proposals delivered by a 3<sup>rd</sup> party carrier.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company acceptable to the Contra Costa Community College District and authorized to execute such surety in the State of California.

This project is a public works project and is subject to prevailing wage rate laws. A copy of the prevailing rates of wages is on file with the Contracts & Purchasing Office of the Contra Costa Community College District, available at the DIR website at <https://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>. Said rates of wages shall be included in the contract for the work by this reference.

**Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the "Subletting and Subcontracting Fair Practices Act, effective July 1, 2014.**

**Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor's obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.**

Attention is directed to Section 00600, Construction Agreement, Article 5, and Section 00700 GENERAL CONDITIONS, Article 8, paragraphs 8.4.1 and 8.4.2, regarding liquidated damages. Liquidated Damages shall be set for **\$500 Dollars** for each calendar day the work is delayed beyond the Contract Substantial Completion date. The Governing Board of the Contra Costa Community College District reserves the right to reject any and all bids and/or waive any informality or irregularity in any bid received. No bidder may withdraw their Bid for a period of ninety (90) days after the date set for opening thereof.



CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
APRIL 05, 2024  
BID SPECS SET

**END OF SECTION 00100**

## SECTION 00200 – INSTRUCTION TO BIDDERS



### 1.1 ISSUING OF DOCUMENTS

Project Documents including but not limited to plans, specifications, addenda, bidders lists, bid results, etc. can be viewed online at the District Website link:  
<https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx> Information about this project can also be obtained from your local Builders Exchanges. The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

### 1.2 QUALIFICATIONS OF BIDDERS

- A. Bidders may be required to furnish evidence satisfactory to the District that he/she has sufficient means and has had sufficient experience in the class of work called for to enable him/she to complete the Contract in a satisfactory manner. No special prequalification is needed for this project.
- B. Bidders shall be Contractors properly licensed in accordance with the laws of the State of California.
- C. The successful Bidder shall furnish satisfactory Certificates of Insurance coverage as specified in the Contract Documents.

### 1.3 RECEIPT AND OPENING OF BIDS

- A. Contra Costa Community College District hereinafter referred to as the District, will receive Bids at the same time and place specified in the Notice inviting Bids.
- B. Complete the Bid Form included in the Project Manual.
- C. The envelopes containing the Bids shall be sealed, addressed to the District, and designated as "PROJECT NAME – Contra Costa Community College District". The envelope shall contain the name and address of the Bidder.
- D. Bids that are mailed shall have the previously described envelope placed inside an envelope addressed to: CONTRA COSTA COMMUNITY COLLEGE DISTRICT, 500 Court Street, Martinez, CA 94553 ATTENTION: JOVAN ESPRIT, Contracts Manager. Bids should be mailed in time to be received prior to the time set forth in the Advertisement for Bids.
- E. Bids which are conditional (or which make alterations, omissions, or reservations to the terms of the Bidding Documents) may be rejected as non-responsive.

- F. All monetary figures are required, both in writing and in numerals. In event of conflict between written quotations and numerical quotations, written quotations shall govern.
- G. Type or print all bid data legibly in ink except signatures which shall be in script. Mistakes may be crossed out and corrections inserted, if each is initialed in ink by signer of Bid.
- H. Bidder's business address and signature shall be on the Bid. A Bid by a partnership shall furnish the full names of partners and be signed in the partnership name by one member of the partnership, or by authorized representative, followed by the signature and designation of the person signing. Bids by corporations, with corporate seal affixed, shall 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 person authorized to bind it to the matter. The name of each person signing shall also be typed or printed below the respective signatures. When required by the District, satisfactory evidence of authority of the office signing in behalf of the corporation shall be furnished.
- I. No Bids will be received after the date and time set forth in the Notice Inviting Bids.

#### **1.4 BID SECURITY**

- A. Submit with the Bid a Bid Security in the amount of 10 percent (10%) of the Bid.
- B. The District reserves the right to forfeit the Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

#### **1.5 SURETY BONDS**

- A. The successful Bidder shall furnish a Labor and Material Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price and a faithful Performance Bond in the amount equal to 100 percent (100%) of the Contract Price as security for the successful performance of the work and payment of persons performing labor and furnishing materials. The Bonds shall be executed by a surety company or companies acceptable to the District and authorized to execute such in the State in which the Project is located and shall be furnished within 10 days after Notice of Acceptance of said Bid. Surety shall be made in favor of the District and shall cover the guarantee periods as well as the construction period.

#### **1.6 WITHDRAWAL OR REVISIONS OF BID**

- A. This Bid may be withdrawn or revised prior to the scheduled time for receipt. Bids not withdrawn prior to the scheduled time for receipt may not be withdrawn for a period of ninety (90) days.

#### **1.7 BID PROTESTS**

- A. Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

- B. Bidder may file a protest with the District against the Bid of other Bidder or Bidders ("Bid Protest") subject to the provisions of this Article. The procedures and time limits set forth in this Article are mandatory and are a Bidder's sole and exclusive remedy in protesting other Bidders' bids. Failure to comply with these procedures shall constitute a waiver of any right to pursue a Bid Protest, or to contest the District's award of the contract for the work that is the subject of the Bid, in any legal proceeding before any authority with jurisdiction.
- C. Bid Protests and Responses shall be governed by the following time limitations:
  - 1. Bidder must deliver any Bid Protest to the District in writing before 2:00PM three (3) working days after the date of bid opening. The District will reject any Bid Protest not received by the District by this deadline. Bidder must concurrently deliver a copy of its Bid Protest to all Bidders against whose Bids the Bid Protest is directed. The Bidder must include with its Bid Protest written proof to the District's satisfaction that Bidder has delivered a copy of its Bid Protest to the other Bidder whose bid is the subject of the Bid Protest.
  - 2. A Bidder whose Bid is the subject of a Bid Protest must deliver its written response, if any, ("Response") to the District, before 2:00PM five (5) working days after the date of bid opening. The District will reject any Response not received by the District by this deadline.
- D. Delivery of Bid Protest or Response:
  - 1. Bidder may deliver a Bid Protest to the District by personal delivery or electronic transmission such as by facsimile. Bidder is solely responsible for ensuring that the District receives any Bid Protest or Response by the deadlines set forth herein.
  - 2. The District will not consider Bid Protests or Responses by telephone conversation or any other non-written communication.
  - 3. Bidder shall submit any Bid Protest or Response to:  
Amy Sterry, Director of Purchasing & Contract Services, Contra Costa Community College District, 500 Court St, Martinez, CA 94553 (asterry@4cd.edu)
- E. Content of Bid Protest:
  - 1. A Bid Protest must state the basis for the protest and provide supporting evidence.
  - 2. A Bid Protest must refer to the specific portion of the Bid that forms the basis of the protest.
  - 3. A Bid Protest must include the name, address, and telephone number of the person representing the protesting Bidder.
  - 4. A Bid Protest must be clearly identified as a Bid Protest.

## **1.8 AWARD AND REJECTION OF BIDS**

- A. In awarding or rejecting Bids, the District reserves the following rights:
  - 1. Identification of successful Bidder will not be determined at time of opening Bids
  - 2. To obtain opinion of counsel on legality and sufficiency of bids

3. To reject all Bids, to re-bid, or waive irregularities or informalities in a Bid, and to accept or reject alternates
4. Request proof that the successful Bidder can provide performance and payment bonds as required

#### **1.9 EXAMINE DOCUMENTS AND VISIT SITE**

- A. Before submitting a Bid, the Bidder shall examine the Bidding Documents, visit the site of the work, attend the required site visit arranged by the District and obtain Certification of Attendance signed by the District, ascertain existing conditions and limitations, including those of labor, and include in the Bid a sum to cover the cost of all items described in the Contract Documents.
- B. No consideration will be granted for alleged misunderstanding of the materials to be furnished or work to be done. The tender of a Bid carries with it the agreement to terms and conditions referred to in the Contract Documents.

#### **1.10 DISCREPANCIES, AMBIGUITIES, OR CONFLICTS**

- A. If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof must be submitted to the District's Contract Manager. Bidders are solely responsible for submitting to District's Contract Manager such request. Ambiguities or inconsistencies arising as a result of separation of sections or portions of the drawings or specifications by or for subcontractor bidding shall not relieve the Contractor for providing the complete Work without increase to or adjustment in the Contract Price or the Time for performance. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

#### **1.11 ADDENDA**

- A. Cost for work included in any Addenda issued during the time of bidding shall be included in the Bid, and will become a part of the Contract. List Addenda received as indicated on the Bid Form.

#### **1.12 FORM OF AGREEMENT**

- A. The form of agreement to be used for the Contract is provided by the District and is included in the Project Manual.

**1.13 AWARD OF CONTRACT**

- A. The District will be allowed a period of ninety (90) days after Bid Opening Date for evaluating the Bids.
- B. Bidders of record will be notified of the results of the District's evaluation of bids and Award of Contract, if any.
- C. The contractor shall begin work within ten (10) calendar days of receipt of Notice to Proceed.

**END OF SECTION 00200**

## **SECTION 00210 - INFORMATION AVAILABLE TO BIDDERS**

### **PART 1 - REPORT AND INFORMATION**

- 1.1** Existence of reports, record drawings, and utility surveys: Contra Costa Community College District, its consultants, and prior contractors may have collected documents providing a general description of the site and conditions of the work. These documents may consist of geotechnical reports for and around the site, record drawings, utility drawings, and information regarding underground utilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, they show existing conditions that Contractor may have to address as part of its construction planning.
- 1.2** Available Documentation: The following existing documentation is available for review through District office for this project:
  - A. Existing College Complex Drawings
  - B. Campus Utilities Maps
- 1.3** Contractor shall acknowledge and accept that the documents are not a part of the Contract Documents and are made available to bidders for reference only. The District and its representatives are not responsible for any and all discrepancies between the documents and the existing and actual as-built conditions, and do not guarantee the accuracy of the documents.
- 1.4** The District and Architect assume no responsibility for the completeness or accuracy of the documents or the records compiled there from and the interpretations made from the documents. There is no express or implied guarantee that the conditions indicated in the documents are representative of those existing throughout the building and/or site Conditions differing substantially from those indicated may be encountered.

### **END OF SECTION 00210**

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
 DVC – STUDENT UNION BUILDING  
 GENDER INCLUSIVE RESTROOM

75-24104-00  
 APRIL 5, 2024  
 BID SPECS SET

## SECTION 00300

### BID PROPOSAL FORM

PROJECT NUMBER / NAME: Student Union Building Gender Inclusive Restrooms

CAMPUS / LOCATION: Diablo Valley College, 321 Golf Club Rd, Pleasant Hill, CA 94523

DISTRICT: CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
500 Court St, Martinez, CA 94553

Herein Referred to as "District"

#### 1. INTRODUCTION

- A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed Contract Time, based upon an examination of the site and the Bid and Contract Documents.
- B. The Bidder certifies this Bid is submitted in good faith.
- C. The Bidder agrees that the Contract Sum and other proposed terms will be considered in evaluating Bids and may be negotiated and adjusted before awarding of Contract.
- D. The signed copy of the Certification of the Visit to the Site shall be attached to the Bid Form Submittal.
- E. A fully executed Statement of Bidder's Qualifications signed by an authorized officer of the Bidder submitting the Bid shall be attached to the Bid Form.
- F. A fully executed Non-Collusion Affidavit signed by an authorized officer of the Bidder submitting Bid shall be attached to the Bid Form.
- G. The District shall award the contract to the lowest responsive and responsible Bidder. The evaluation of the low bid shall be based on the total amount of bid including Alternates and Allowances (if any).
- H. The District reserves the right to award the Additive/Deductive Alternates, if any, through change orders as budget allows within 30 calendar days after the Award of Contract.

#### 2. CONTRACT SUM

##### A. BASE BID

For labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes, and other costs necessary to complete the general construction in accordance with the Contract Documents, for a stipulated Contract Sum in the amount of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

##### B. Alternates:



#1 Remove and add select toilets (WC-1A) not located at accessible stall at room 102 – restroom 2:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

#2 Replace existing door frames and hardware:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Total of base bid plus alternates:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

### 3. COMPLETION TIME

- A.** For establishing the Date of Final Completion the contract time for the Base Bid shall be as indicated in Section 00600, Construction Agreement. This time may be subject to modification to facilitate the work, as mutually agreed upon at a later date.
- B.** The Bidder certifies that the Bid is based on the Contract Time for completion as stated in Section 00600, Construction Agreement. Bidder further certifies that the Base Bid amount is sufficient to cover all labor, materials, central office and construction site overhead, profit, and all other costs related to the completion of the Project for the entire Project construction time for both the General Contractor and all Subcontractors, as stated above in paragraphs 2 and 3.

### 4. ADDENDA

- A.** The Bidder acknowledges receipt of the following Addenda, and certifies the Bid has provided for all modifications and considerations required therein.

None [ ☐ ]

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_

- B.** List of Additional Addenda Attached: Yes [ ☐ ] No. [ ☐ ].

### 5. DESIGNATION OF SUBCONTRACTORS

- A. The Bidder has set forth a complete list indicating the type of work, name, and business address of each Subcontractor who will perform work in excess of one-half of one percent of the Contract Sum.
- B. Any portion of the work in excess of the specified amount having no designated Subcontractor shall be performed by the Bidder.
- C. Substitution of listed Subcontractors will not be permitted unless approved in advance by the District.
- D. Prior to signing the Contract, the District reserves the right to reject any listed Subcontractor.

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

	Type of Work	Subcontractor's Name	Business Address/Phone	CSLB License # and DIR Registration #
1				
2				
3				

- E. Complete list of Subcontractors is attached: Yes [ ] No [ ]
- F. Continuation list of Subcontractors is attached: Yes [ ] No [ ]

## 6. ACCEPTANCE AND AWARD

- A. The District reserves the right to reject this Bid and to negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 90 days after Bid Opening date.
- B. If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 90 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder will execute and deliver to the District a Contract prepared by District with the required Surety Bonds and Certificates of Insurance, within 10 days after personal delivery or deposit in the mail of the notification of acceptance.
- C. Notice of acceptance or request for additional information may be addressed to the Bidder at the address provided.

## 7. BID SECURITY

- A. The required 10 percent (10%) Bid Security for this Bid is attached in the form of:

( ) Bid Bond Issued By: \_\_\_\_\_

( ) Certified or Cashier's Check No. \_\_\_\_\_

Issued by: \_\_\_\_\_

**8. BIDDER'S BUSINESS INFORMATION**

**A. Individual [ ]:** \_\_\_\_\_

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

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

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

\_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**B. Partnership [ ]:** \_\_\_\_\_

Co-partners' Names: \_\_\_\_\_

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

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

\_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**C. Corporation [ ]:** \_\_\_\_\_

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

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

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

**D. Power of Attorney:** Name: \_\_\_\_\_

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

**E. Contractor License No.** \_\_\_\_\_ **State of** \_\_\_\_\_

**F.** Bidder is submitting this proposal on behalf of a Joint Venture. Names, license numbers, and relevant information are given on a separate attachment:

Yes [ ] No [ ].

**G.** Upon request, furnish appropriate documentation to substantiate and/or support the data given.

- 9.** The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this Bid and all the representations herein made are true and correct.

Executed this day of \_\_\_\_\_

\_\_\_\_\_  
CSLB License No

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
DIR Registration No.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By (Print or Type Name)

\_\_\_\_\_  
Title

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC – STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
APRIL 5, 2024  
BID SPECS SET

**END OF SECTION 00300**

**SECTION 00350 - NONCOLLUSION AFFIDAVIT**



**Section 00350**

**NONCOLLUSION AFFIDAVIT**

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California

County of Contra Costa

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is of \_\_\_\_\_, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

State of California

County of Contra Costa

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public personally appeared

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

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

**END OF SECTION 00350**

**SECTION 00400 - STATEMENT OF BIDDER'S QUALIFICATIONS**

(Only for bidders not on the CUPCAA Pre-qualified Contractors List)

**Contra Costa Community College District** (District), in accordance with Public Contract Code Section 20651.5, requires each prospective bidder for a contract, as described under Section 20651, to complete and submit to the District a standardized questionnaire and financial statement in a form specified by the District, including a complete statement of the prospective bidder's financial ability and experience in performing public works. The questionnaire and financial statement shall be verified under oath by the bidder in the manner in which civil pleadings in civil actions are verified. The questionnaire responses of prospective bidders and their financial statements shall not be deemed public records and shall not be open to public inspection. All information requested must be provided and be current as of the date of the Bid.

I, \_\_\_\_\_ being first duly sworn, depose and say:  
(Name)

I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company / Entity)

Firm Name: \_\_\_\_\_ Check One: ☐ Corporation  
(as it appears on license) ☐ Partnership  
☐ Sole Proprietor  
☐ Joint Venture

Contact Person: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

If firm is a sole proprietor or partnership:

Owner(s) of Company \_\_\_\_\_

Contractor's License Number(s): (California State License Board Classification)

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

**For Bidders That Are Corporations:**

- 1a. Date incorporated : \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Company	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Firm	Dates of Person's Participation with Firm



**For Bidders That Are Partnerships:**

1a. Date of formation: \_\_\_\_\_

1b. Under the laws of what state: \_\_\_\_\_

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Partnership	% Ownership

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person’s Name	Construction Company	Dates of Person’s Participation with Company

**For Bidders That Are Sole Proprietorships:**

- 1a. Date of commencement of business. \_\_\_\_\_
- 1b. Tax ID number of company owner \_\_\_\_\_
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person’s Name	Construction Company	Dates of Person’s Participation with Company

**For Bidders That Intend to Make a Bid as Part of a Joint Venture:**

- 1a. Date of commencement of joint venture. \_\_\_\_\_
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of Firm	% Ownership of Joint Venture

**For All Bidders**

2. Has there been any change in ownership of the firm at any time during the last five years?  
**NOTE: A corporation whose shares are publicly traded is not required to answer this question.**  
☐ Yes ☐ No  
If "yes," explain on a separate signed page (referring to this question).
3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?  
**NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**  
☐ Yes ☐ No  
If "yes," explain on a separate signed page (referring to this question).
4. Are any corporate officers, partners or owners connected to any other construction firms?  
**NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.**  
☐ Yes ☐ No  
If "yes," explain on a separate signed page (referring to this question).
5. **List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:**  

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If more space is needed add a separate signed page (referring to this question).
6. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.  

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If more space is needed add a separate signed page (referring to this question).
7. Has your firm changed names or license number in the past five (5) years?  
☐ Yes ☐ No  
If "yes," explain on a separate signed page, including the reason for the change, and all former names under which the firm has conducted business.
8. Has any owner, partner or (for corporations) officer of your firm operated another construction firm under any other name in the last five (5) years?  
☐ Yes ☐ No  
If "yes," explain on a separate signed page (referring to this question), including the reason for the change.

9. Have you attached your latest copy of a REVIEWED OR AUDITED financial statement with accompanying notes and supplemental information?

☐ Yes ☐ No

**NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.**

10. Is the attached Financial Statement for the identical organization of the Bidder?

☐ Yes ☐ No

If "no", explain the relationship and financial responsibility of the organization whose financial statement of provided (i.e., parent/subsidiary, etc.)

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If more space is needed add a separate signed page (referring to this question).

11. Contractor possesses a VALID AND CURRENT California Contractor's license for the project or projects for which it intends to submit a bid.

☐ Yes ☐ No

12. List the categories of work your firm typically performs with its own forces, and check the adjacent boxes of those categories of work that will be self-performed on this project

<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

13. On a separate signed page (referring to this question), list all construction projects your organization has in progress and for each project listed, state; (i) a general description of the work performed or to be performed by your organization; (ii) the owner's name, name of the owner's representative, the owner's address and telephone number; (iii) the project architect, address and telephone number; (iv) percent presently completed and (v) the scheduled completion date.
14. On a separate signed page (referring to this question), list all construction projects completed by your organization in the past three years, and for each project, state: (i) a general description of the work performed by your organization on the project; (ii) the owner's name, name of the owner's representative, the owner's address and telephone number; (iii) the initial and final contract amount; (iv) the initial and final dates of completion; and (v) whether the project was completed within contract time and contract budget.

15. Has a claim or other demand ever been made against your organization's California Contractors License Bond?  
☐ Yes ☐ No  
If yes, on a separate signed page (referring to this question), state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.
16. Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board (CSLB)?  
☐ Yes ☐ No  
If yes, on a separate signed page (referring to this question), state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.
17. Have any lawsuits or other proceedings ever been brought against your organization or any of its principals or officers in connection with any construction contract or construction project?  
☐ Yes ☐ No  
If "yes," on a separate signed page (referring to this question) describe the circumstances, the amount or relief sought and the disposition of each such lawsuit or other proceeding.
18. Has your organization ever filed a lawsuit or initiated other proceedings in connection with any construction contract or construction project?  
☐ Yes ☐ No  
If "yes," on a separate signed page (referring to this question) describe the circumstances, the amount or relief sought and the disposition of each such lawsuit or other proceeding.
19. Are there any judgments, orders or arbitration awards pending, outstanding or by which your organization or any of its officers or principals are bound by?  
☐ Yes ☐ No  
If "yes," on a separate signed page (referring to this question) describe each such judgment, order or arbitration award and the present status of the satisfaction or discharge thereof.
20. Has any California State License Board (CSLB) license held by your firm, or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or revoked within the last five (5) years?  
☐ Yes ☐ No
21. Has your organization ever failed to complete a construction contract?  
☐ Yes ☐ No  
If "yes," on a separate signed page (referring to this question) state the following; (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the failure to complete.

22. Has your organization ever been declared in default of a construction contract?  
☐ Yes ☐ No  
If "yes," on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the declaration of default.
23. Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond or Labor and Material Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid or proposal on a construction contract?  
☐ Yes ☐ No  
If "yes," on a separate signed page (referring to this question) state the following: (i) state the name, address and telephone number of each such claimant; (ii) the date of the claim; and (iii) the disposition thereof.
24. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?  
☐ Yes ☐ No
25. At any time during the last five (5) years, has your firm, or any of its owners, officers, or partners been convicted of a crime involving the awarding of a contract of a government or Public construction project, or the bidding or performance of a government or Public contract?  
☐ Yes ☐ No
26. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to bidding, awarding, or performance of any construction contract?  
☐ Yes ☐ No
27. 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 any false claim or material misrepresentation to any public agency or entity in any way related to any construction contract?  
☐ Yes ☐ No
28. Is your firm CURRENTLY the debtor in a bankruptcy case?  
☐ Yes ☐ No
29. In the last twelve (12) months has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?  
**NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.**  
☐ Yes ☐ No  
If YES, on a separate signed page (referring to this question) state the following: (i) describe each such project; (ii) the owner's name, address and telephone number; (iii) the circumstances and specific reason given for being prevented from bidding on or completing the project.

30. Has your organization ever refused to sign a contract awarded to it?  
☐ Yes ☐ No  
If YES, on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the refusal to sign the contract.
31. In the last twelve (12) months has your firm been denied an award of a public works contract based on a finding by a public agency that your company was NOT a responsible bidder?  
☐ Yes ☐ No  
If YES, on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the determination.
32. Contractor has CURRENT workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.  
☐ Yes ☐ No  
☐ Contractor is exempt from this requirement, because it has no employees
33. Within the last two (2) years has there ever been a period when your firm had employees but was without Workers' Compensation insurance or state-approved self-insurance?  
☐ Yes ☐ No
34. Attach to this statement true and correct copies of the following:
- 34.1 Your organization's California Contractor's License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; and (iii) the classification(s) of licensure).
- 34.2 The Contractor's License Bond posted by your organization in connection with your organization's California Contractor's License pursuant to California Business & Professions Code 7071.5 and 7071.6 (the copy must clearly and legibly show; (i) the Bond number or other information sufficient for identification; (ii) the name, address and telephone number of the Surety on the Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety and if such individual's authority is conferred by a power of attorney or by such individual's authority is conferred by a power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power of attorney or attorney in fact designation; (iv) the principal on such Bond; and (v) the expiration date of such Bond).
- 34.3 If your organization's California Contractor's License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer of your organization, the Qualifier's Bond, if required pursuant to California business & Professions Code 7071.9 (the copy must clearly and legibly show; (i) the bond number or other information sufficient for identification; (ii) the name, address and telephone number of the Surety on the Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety and if such individual's authority is conferred by a power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power of attorney or attorney in fact designation; (iv) the principal on such Bond; and (v) the expiration date of such Bond).

35. **Certification**

The responses to each and all of the foregoing are complete and accurate; there are no omissions of material fact or information such that would render any of the foregoing false or misleading; there are no misstatements of fact in any of the foregoing.

I, the undersigned, certify and declare that I have read all the foregoing answers to this Section and know their contents. The matters stated in the above answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

**NOTARY PUBLIC**

=====

**ACKNOWLEDGEMENT** (By Corporation, Partnership or Individual)

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF CONTRA COSTA    )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

=====

**END OF SECTION 00400**



**SECTION 00450 - CERTIFICATION OF SITE VISIT**

The Governing Board of the  
Contra Costa Community College District  
500 Court Street  
Martinez, CA 94553

Gentlemen/Ladies:

I visited the **DVC Student Union Building sites,**

on \_\_\_\_\_ at \_\_\_\_\_

to inspect the proposed work, which would be turned over to me in its present condition, with a representative of the Contra Costa Community College District in order to acquaint myself with the proposed work so that I might fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract, and acknowledge I had the opportunity to check the Record Drawing as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with the authorized representative of the District.

**Owner Representative:**

\_\_\_\_\_  
Construction Manager –

\_\_\_\_\_  
Date

**or**

\_\_\_\_\_  
District Project Manager – Buildings & Grounds

\_\_\_\_\_  
Date

---

**Bidder:**

\_\_\_\_\_  
Name of Firm or Company

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
APRIL 5, 2024  
BID SPECS SET

**NOTE: Any bidder who fails to return this CERTIFICATION, fully executed, including signature of company representative AND a Contra Costa Community College District representative, with the proposal form, may have their bid rejected as non-responsive.**

**END OF SECTION 00450**

**SECTION 00500 - PAYMENT AND PERFORMANCE BONDS**

**PAYMENT BOND  
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Contra Costa Community College District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions

precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

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

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

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF                                )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

a Notary Public in and for said State, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged  
to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own  
name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached  
hereto.

**CONTRACT PERFORMANCE BOND  
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Contra Costa Community College District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Contractor and Surety shall remain responsible and liable for all patent and latent defects that arise out of or are related to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
APRIL 5, 2024  
BID SPECS SET

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).



IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF                                    )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary

Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
APRIL 5, 2024  
BID SPECS SET

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**END OF SECTION 00500**

**SECTION 00510 - NOTICE OF AWARD**

DATE: \_\_\_\_\_

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

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

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

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

You must comply with the following conditions within **ten (10)** calendar days of the date of this Notice of Award, that is, by\_\_\_\_\_.

1. You must deliver to the District two fully executed counterparts of Section 00600, "Construction Agreement."
2. You must deliver to the District the "Contract Performance Bond," and "Payment Bond," executed by you and your surety, which are included in Section 00500.
3. You must deliver to District the insurance certificates required in Section 00700, for insurance required in Section 00600, Construction Agreement.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within **ten (10)** calendar days after you comply with these conditions, the District will return to you one fully signed counterpart of the Construction Agreement.

Contra Costa Community College District

By: \_\_\_\_\_

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

**END OF SECTION 00510**

**SECTION 00600 - CONSTRUCTION AGREEMENT**

**CONTRACT NO.** \_\_\_\_\_  
(Construction Agreement)

=====

(§1.1) Parties: (Public Agency) **CONTRA COSTA COMMUNITY COLLEGE DISTRICT**  
500 Court St, Martinez, CA 94553

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

(§1.2) Effective Date: \_\_\_\_\_

(§1.3) The Work: **Student Union Gender Inclusive Restrooms**

(§1.4) Completion Time: **30 Calendar Days** from the Notice to Proceed to Substantial Completion and **20 Calendar Days** from Substantial Completion to Final Completion (Remaining Work) for the **Student Union Building Gender Inclusive Restrooms** with a June 17<sup>th</sup> start.

(§1.5.1) Liquidated Damages, Substantial Completion: **\$500** per Calendar Day beyond the Contract Substantial Completion Date.

(§1.5.2) Liquidated Damages, Remaining Work/Final Completion: **\$500/** per calendar day Remaining Work is delayed beyond the Contract Final Completion Date.

(§1.6) Public Agency's Agent: **CONTRA COSTA COMMUNITY COLLEGE DISTRICT ("District")**

(§1.7) Contract Sum: \_\_\_\_\_

**2. SCOPE OF WORK:**

The proposed project consists of the alteration of a men's and a women's restroom in an existing building at the Diablo Valley College Pleasant Hill Campus into two separate gender neutral restroom facilities. The new toilet partitions extend greater than typical heights, with a bottom elevation of 3/8" AFF (above finish floor) and a top elevation of 88" AFF, requiring the widening of accessible toilet stalls. Two existing urinals in the men's restroom will be replaced with a single toilet. No ceiling work, including mechanical, electrical, and fire alarm is included in scope.

**3. WORK CONTRACT, CHANGES**

- (a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.
- (b) Contractor shall, at Contractor's own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's- drawings and specifications.
- (c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 1.7 without such an order.

**4. TIME: NOTICE TO PROCEED AND ACCEPTANCE**

- (a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.
- (b) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or Specification Section 01770, Contract Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.
- (c) Final Acceptance – Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District's satisfaction then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.
- (d) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.
- (e) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules,

guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.

- (f) Final Payment and Acceptance. If the Architect determines that the work has been completed and the Contractor's other obligations under the Contract have been fulfilled, the Architect shall, within ten working days after receipt of the final application for payment, indicate in writing the Architect's recommendation of payment and present the application to District for payment. Thereupon the Architect shall prepare a Certificate of Final Completion. Otherwise, Architect shall return the application to Contractor indicating in writing the reasons for refusing to recommend final payment. Contractor shall make the corrections identified in the Architect's refusal to recommend final payment. Thirty days after presentation to District of the application and accompanying documentation, with the Architect's recommendation and notice of acceptability of the work, the amount recommended by Architect shall come due and payable by District to Contractor.

## **5. LIQUIDATED DAMAGES**

### **5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION**

If the Contractor fails to complete this contract and this Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said Work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this Contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

### **5.2 LIQUIDATED DAMAGES-THE REMAINING WORK**

The Remaining Work, as such work is determined by the Public Agency or Public Agency's Representative, shall be completed within the Contract Time or any proper extension thereof granted by Public Agency. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Public Agency, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Public

Agency the amount specified in the Contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of Contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.

## **6. INTEGRATED DOCUMENTS**

The drawings and specifications and special provisions of the Public Agency's Notice Inviting Bids, and Contractor's accepted bid for this work are hereby incorporated into this Contract; and they are intended to cooperate, so that anything exhibited in the drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

## **7. PAYMENT**

- (a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.
- (b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus five (5%) percent thereof pursuant to the Public Agency's General Terms and Conditions, but not until defective work and materials have been removed, replaced and made good.

## **8. PAYMENTS WITHHELD**

- (a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:
  - (1) Defective work not remedied, or work not completed, or
  - (2) Claims filed or reasonable evidence indicating probable filing, or
  - (3) Failure to properly pay subcontractors or for material or labor, or
  - (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
  - (5) Damage to another contractor, or
  - (6) Damage to the Public Agency, other than damage due to delays.
- (b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.
- (c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract sum after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public

Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

## 9. INSURANCE

**Contractor's Liability Insurance:** Before the commencement of the Work, 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 status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, if any, such insurance as will protect the Public Agency 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 anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) 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;
- (e) Claims involving 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
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

**Subcontractor Insurance Requirements:** The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance as required under the above paragraph, titled "Contractor's Liability Insurance, in amounts commensurate with the value of the subcontract. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of the above paragraph, titled "Contractor's Liability Insurance, without prior written approval of the District.

**Additional Insured Endorsement Requirement:** The Contractor shall name, on any policy of insurance, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the



District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured.

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 Insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the Public Agency. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

**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 subcontracted, 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 District certificates of insurance as required under Section 00700, Article 11.6, and in compliance with Labor Code § 3700.

**Specific Insurance Requirement:** Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- (a) Workers' Compensation Insurance: \$1,000,000.00; Contractor is aware of and complies with Labor Code Section 3700 and the Worker's Compensation Law.
- (b) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 and \$2,000,000.00 project specific aggregate, or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:
  - (1) Per occurrence (combined single limit) \$1,000,000.00
  - (2) Project Specific Aggregate (for this project only) \$2,000,000.00
  - (3) Products and Completed Operations \$1,000,000.00

- (c) Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (1) Automotive and truck where operated in amounts \$1,000,000.00
- (2) Material Hoist where used in amounts \$1,000,000.00
- (3) Explosion, Collapse and Underground (XCU coverage) \$1,000,000.00

- (d) In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

**Builder's Risk/ "All Risk" Insurance/Course-of-Construction Insurance Requirements:** The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" 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 District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

#### **10. BONDS**

**Bond Requirements:** Prior to commencing any portion of the Work, the Contractor shall furnish 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 as sureties.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. 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 bonds, the Public Agency may terminate the Contract for cause.

On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of this contract and payment for all labor and materials hereunder.

Surety Qualifications: Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

Alternate Surety Qualifications: If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

#### **11. FAILURE TO PERFORM**

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

#### **12. LAWS APPLY: General**

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6, forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

#### **13. SUBCONTRACTORS**

Public Contract Code Sections 4100-4113 are incorporated herein.

#### **14. WAGE RATES**

- (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein.
- (b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.
- (c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate

is specified, the contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

**15. HOURS OF LABOR**

Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

**16. APPRENTICES**

Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

**17. PREFERENCE FOR MATERIALS**

The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are at least equal.

**18. ASSIGNMENT**

This agreement binds the heirs, successors, assigns, and representatives of the Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

**19. NO WAIVER BY PUBLIC AGENCY**

Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of Contractor's obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

**20. HOLD HARMLESS AND INDEMNITY**

- (a) Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.

- (b) The indemnities benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.
- (c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.
- (d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.
- (e) Non-conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnities has prepared, supplied, or approved any plan(s), drawing(s), specifications(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnities.

## **21. EXCAVATION**

Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

## **22. GOVERNMENT CODE SECTION 10532**

Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.

## **23. WARRANTY**

- (a) In addition to any other warranties or guaranties in the Contract Documents, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the Work or Phase of Work, unless otherwise provided or extended in the Contract Documents. If the District takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the District takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to District-owned or controlled real or personal property, when that damage is the result of—

- (1) The Contractor's failure to conform to contract requirements; or

- (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year or as otherwise provided or extended from the date of repair or replacement.
- (e) The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
  - (3) Enforce all warranties for the benefit of the District, if directed by the District.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.
- (j) This warranty shall not limit the District's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

#### **24. CONSEQUENTIAL DAMAGES**

The Contractor and Public Agency waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (a) Damages incurred by the Public Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

**25. HAZARDOUS MATERIALS**

- (a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Agency in writing.
- (b) The Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notification from the Public Agency and Contractor. The Contract Time shall be extended appropriately.

**26. SAFETY**

- (a) **Safety Programs.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work, the Contractor shall meet with the Campus Buildings and Grounds Manager, Project Manager, and Construction Manager to review Contractor's safety precautions and implementation of safety programs during the Work.
- (b) **Safety Precautions.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for

removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

- (c) **Safety Signs, Barricades.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.
- (d) **Safety Notices.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.



**27. SIGNATURES AND ACKNOWLEDGEMENT**

**Public Agency**, By: \_\_\_\_\_

David Wetmore, Director of Purchasing and Contracts

**Note to Contractor:** (1) Execute acknowledgement form below, and (2) if a corporation, affix Corporate Seal.

**Contractor** hereby also acknowledging awareness of and compliance with Labor Code S1861 concerning Worker's Compensation Law.

**Contractor:**

By: \_\_\_\_\_ (Corporate Seal)  
(Designate Official Capacity – **COMPANY NAME**)

\_\_\_\_\_  
Print NAME and TITLE

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Federal ID Number

**NOTARY PUBLIC**

=====

State of California            )ss.           ACKNOWLEDGEMENT (By Corporation, Partnership or  
Individual)  
County of Contra Costa    )

The person(s) signing above for Contractor, known to me in individual and business capacity as stated, personally appeared before me today and acknowledged that he/she/they executed it and that the corporation or partnership named above executed it.

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

\_\_\_\_\_  
(NOTARIAL SEAL)

**END OF SECTION 00600**

**SECTION 00650 - NOTICE TO PROCEED**

NOTICE TO PROCEED

Date: \_\_

TO: \_\_

ADDRESS: \_\_

PROJECT: \_\_

You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00600, Construction Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date for Final Completion is \_\_\_\_\_.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

By : \_\_\_\_\_

Ines Zildzic

Title: Chief Facilities Planner (Interim)

**END OF DOCUMENT**

**END OF SECTION 00650**

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
APRIL 05, 2024  
BID SPECS SET

**SECTION 00700 - GENERAL CONDITIONS**

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## **ARTICLE 1** **GENERAL CONDITIONS**

### **1.1 BASIC DEFINITIONS**

1.1.1 Action of the Governing Board is a vote of a majority of the District's governing board.

1.1.2 Approval for a Contract, Agreement, or Change Order means written authorization through action of the governing board unless specific delegation of approval authority is delegated to a District representative.

1.1.3 Approved. The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

1.1.4 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.

1.1.5 As shown, as indicated, as detailed refer to drawings accompanying this specification.

1.1.6 Bid/Bidders. The term Bid and Proposal have the same meaning, and the same is true for Bidders and Proposers.

1.1.7 Contract or Agreement. When the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.8 Contract Price. The price stated in the Construction Agreement including authorized adjustments, the total amount payable by the District to the Contractor for performance of the Work. The Contract Price is also referred sometimes to as the Contract Sum or Contract Amount.

1.1.9 Contract Time. Contract Time means the number of consecutive calendar days specified in the contract immediately after the date to commence work issued by the District in the Notice to Proceed, and includes both the time allowed for the work required to achieve Substantial Completion and the time allowed to complete the Remaining Work from Substantial Completion to Final Completion.

1.1.10 Contractor. Whenever the term "Contractor" is used in the Contract or elsewhere in the Contract Documents, it refers to a person or entity that has an agreement directly with the District to perform any of the work for the Project. The term Contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Contractor or his authorized representative. The term Contractor does not include any contractors under separate and direct contract with the District. A Subcontractor is a person or entity that has a direct or indirect contract with the Contractor to perform any of the Work at the site.

1.1.11 Contractor's Construction Schedule. The document prepared by the Contractor, which details the events of construction and establishes completion dates for the various stages of the Work and the entire project. The Contractor's Construction Schedule is also referred to as the Baseline CPM Schedule, Initial CPM Schedule or Baseline CPM Schedule update.

1.1.12 The Contract Documents. The Contract Documents consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively 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 District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.13 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District."

1.1.14 Construction Manager. Whenever the term "Construction Manager" or "CM" is used in the contract or elsewhere in the Contract Documents, it refers to the District assigned Construction Manager, or the District Project Manager if no CM is assigned.

1.1.15 Days means calendar days, unless otherwise noted as working days.

1.1.16 Directed. Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect or the District, requested by the Architect or District, and similar phrases.

1.1.17 District. Whenever the term "District" is used in the Contract Documents, it refers to the Contra Costa Community College District or those persons designated by the District to act in/on its behalf.

1.1.18 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.

1.1.19 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

1.1.20 Exposed. Whenever this term is used it shall be understood to mean any item or surface, exterior, or interior, which can be seen by a person outside the building, or seen by a person inside any usable space within the building during normal activity. Mechanical and electrical rooms, utility and service tunnels, air handling rooms, and penthouses or platforms shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them. The interior of

GENERAL CONDITIONS



closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is shown. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or specified. Spaces which are not normally occupied or used by occupants or building staff, such as shafts, hoistways, ceiling plenums, attics and crawl spaces shall be considered “concealed” spaces, unless finishes are shown or specified for their surfaces.

1.1.21 Final Completion. The date when all Work for the total project has been completed in accordance with the terms of the Contract Documents and has been inspected following completion of Work identified in the Punchlist Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as Final Acceptance.

1.1.22 Furnish. Whenever this term is used it shall be understood to mean “purchase and deliver to the project site” ready for unloading, unpacking, assembly, installation, and similar operations.

1.1.23 Governing Dictionary. The definitions of words used in these Specifications, which are not defined, The General Conditions, or in referenced standards, are as given in “The American Heritage Dictionary of the English Language”.

1.1.24 Indicated. The term “indicated” refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as “shown,” “noted,” “scheduled,” and “specified” are used to help the user locate the reference.

1.1.25 Inspector of Record is the individual retained by the District in accordance with titles 21 and 24 of the California Code of Regulations and who will be assigned to the Project. May also be referred to as the Project Inspector.

1.1.26 Install. Whenever this term is used it shall be understood to mean “receive, unload, inventory, store and be responsible for at the project site, transport from point of receipt to final destination, protect, unpack, erect, install in place, anchor, connect, apply, and place in operation or finish, cleaning, complete for intended use.”

1.1.27 Installer. An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations. Using a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter.” It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

1.1.28 Locality in which the work is performed means the county in which the Project is located.

1.1.29 Option. Whenever this term is used it shall be understood to mean a choice from among the specified products or procedures which shall be made by the Contractor. The choice is not “whether” the work is to be performed, but “which” product or “which” procedure is to be used. The product or procedure chosen by the Contractor shall be provided at no increase in the cost to the District with no lessening of the Contractor’s responsibility for its performance. All or any options selected or proposed are still subject to all requirements for submittals and for approval of same.

1.1.30 Or Equal and Or Approved Equal. The terms “or equal” and “or approved equal” shall mean “or equal as approved in writing by the Architect”.

1.1.31 The Project is the complete construction of the Work performed in accordance with the Contract Documents.

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

1.1.33 The Project Site. Project Site is the space available for performing construction activities. The extent of Project Site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built. The Project Site is also referred to as the Site.

1.1.34 Provide shall include “provide complete in place,” that is “furnish and install.” Complete and ready for the intended use.

1.1.35 Punch List Inspection. The inspection performed by the Construction Manager, Architect and the District upon written notification by the Contractor that the Work is substantially complete.

1.1.36 Regulations. The term “regulations” includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

1.1.37 Remaining Work. Remaining Work means the work required by the Contract, but not required for Substantial Completion, that the District or Architect determines has not been satisfactorily completed at the time of Substantial Completion, deferred commissioning requirements, deferred and seasonal testing, and all maintenance and operating instructions, schedules, reports, guaranties, warranties, bonds, certificates of inspection, marked-up record documents, prevailing wage compliance reports and all other documents as required by the Contract Documents. Remaining Work may also be referred to as Punch List work.

1.1.38 Safety Orders are those issued by any cognizant city, county, state or federal agency.

1.1.39 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. Site is also referred to as the Project Site.

1.1.40 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.

1.1.41 Specification Language. These Specifications are written in the imperative mood, as defined in the Construction Specifications Institute’s Manual of Practice. Imperative language is directed to the Contractor. The indicative mood is employed on occasion when such sentence structure is necessary to convey the intended meaning in a more accurate or understandable form. The text is streamlined, with the colon (:) employed as a symbol for the words “shall be”, “shall have”, “shall conform with”,

“shall comply with”, or “shall meet the requirements of”. The colon is also used to separate a paragraph title or heading from the text that follows.

1.1.42 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.43 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to drawings and specifications of this Work, but does not include ones who merely furnish material not so worked.

1.1.44 Substantial Completion. The date on which the Work or designated portion thereof, as certified by the District and Architect, is sufficiently complete, in accordance with the Contract Documents, so the District, may occupy or utilize the Work or designated portion thereof for the use for which it is intended.

1.1.45 Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.

1.1.46 Work of the Contractor or Subcontractor shall include all labor, materials and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. 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 (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 out 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 before preparing and submitting any bid.

1.1.47 Workers includes laborers, workers, and mechanics.

## 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. All Contract Documents form the Contractor's contract with the District. 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 either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor to provide a complete project. 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 them.

1.2.1.3 *Conflicts*. In the event there is a discrepancy between the various Contract Documents, 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, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before submitting its Bid, 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 and municipal 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. Such checking shall include Title 21 and Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents prior to submitting its bid or after submitting its bid if discovered thereafter, Contractor shall, within five (5) days, notify Architect and District 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.

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said work.

1.2.1.5 *Ambiguity and Inconsistency*. Before submitting its Bid, 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 notify District in writing of any perceived or alleged error, inconsistency, conflict, 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 Price 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 Price or the time for performance.

## 1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in specifications, drawings, and contract documents, which have been authorized in writing by the District or Architect prior to receipt of bids, and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals*. Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect (“DSA”) and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Specification Section 01310, Construction Scheduling. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

1.2.2.3 *Deferred Approval Requirements*. Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor’s agent early enough so as to not delay the Project. Contractor is aware that Title 21 California Code of Regulations Section 17(g) and Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect’s consultants shall be Contractor’s.

## 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.

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 *General Conditions*. The General Conditions and Supplementary General Conditions are a part of each and every section of the Specifications.

1.2.3.4 *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. 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.

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

1.2.3.6 *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.”

1.2.3.7 *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 at the date of the Contractor’s proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to 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.

#### 1.2.4 Rules of Document Interpretation

1.2.4.1 In the event of conflict within the drawings, the following rules shall apply:

- (a) General Notes, when identified as such, shall be incorporated into other portions of Drawings.
- (b) Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
- (c) Larger scale drawings shall take precedence over smaller scale drawings.
- (d) At no time shall the Contractor base construction on scaling of drawings.

1.2.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.2.4.3 If Contractor observes that drawings and specifications are in conflict, Contractor shall, within five (5) days, notify the Architect in writing for the purposes of obtaining an interpretation of the Contract Documents.

1.2.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- (a) General Conditions take precedence over Drawings and Specifications.
- (b) Special Conditions take precedence over General Conditions.
- (c) The Agreement shall take precedent over the Special Conditions.
- (d) In the case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

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

The Drawings, Specifications, and other contract documents for the Project are the property of the District and/or Architect pursuant to Education Code § 17316. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Contractor's record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor 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. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project 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 District's property interest or other reserved right.

**ARTICLE 2**  
**DISTRICT**

**2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT**

**2.1.1 Site Survey.**

If applicable, the District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading and site work.

**2.1.2 Soils.**

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may 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.

**2.1.3 Contractor Reliance.**

A soils investigation report has been obtained from test holes at the Site, and such report is available for the Contractor's use in preparing its bid and Work under this Contract. The soils report is provided for review. Any information obtained from such report or any other information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils investigation report, then

Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the contract price may be made in accordance with Specification Section 01250 entitled "Contract Modification Procedures." Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

**WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTORS INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION. THE SOILS INVESTIGATION REPORT IS NOT A CONTRACT DOCUMENT.**

#### 2.1.4 Utilities.

2.1.4.1 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

#### 2.1.4.2 *Utilities – Removal and Restoration*

The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents.

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the drawings. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District's representative as to any utility discovered by Contractor in a different position than shown in the Contract Documents or which is not shown on the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work.

#### 2.1.4.3 *Other Utilities.*



In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the drawings, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the drawings or is in a position different from that shown on the drawings and were it in the position shown on the drawings would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Specification Section 01250 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Specification Section 01250.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

## 2.1.5 Existing Utility Lines; Removal, Relocation.

### 2.1.5.1 *Main or Trunkline Facilities*

If the Contractor while performing the contract discovers utility facilities not identified by the District in the Contract Documents, Contractor shall, within five (5) days, notify the District and utility in writing.

The District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the drawings and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the drawings and specifications, District shall assume the responsibility for their timely removal, relocation, or protection.

The owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities not indicated with reasonable accuracy in the drawings and specifications, and for equipment in use on the project necessarily idled during such work. This work shall be performed in accordance with Specification Section 01250 of these Contract Documents.

Alternatively, District may make changes in the alignment and grade of the work to obviate the need to remove, relocate, or temporarily maintain the utility, in accordance with Specification Section 01250 or District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

The Contractor shall not be assessed a forfeiture for delay in completion of the Project when such delay is caused by the failure of the District or the owner of the utility to provide for the removal, relocation, protection or temporary maintenance of all such main or trunkline facilities not indicated with reasonable accuracy.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

*2.1.5.2 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 District 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.

*2.1.5.3 Notification.* If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the District in the Contract Documents, Contractor shall, within five (5) days, notify the District and the utility in writing. If Contractor fails to notify the District within five (5) days after discovery of any utility facilities not identified by District in the Contract Documents, Contractor waives all rights to be compensated for any extra Work or damages resulting from such discovered utilities.

#### 2.1.6 Easements.

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

## 2.2 **DISTRICT'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, including, but not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;

4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. In the case of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or shop drawings in a timely manner;
8. Failure to comply with Contractor's schedule which would result in a delay to the critical path;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a five-day period after receipt of written notice or a shorter time period expressly stated in the written notice from the District in an emergency situation) to commence and continue correction of such default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14 after providing five-day written notice to Contractor and Surety. If during this five (5) day period, Surety personally delivers notice to District that it intends to perform such work, District shall allow Surety seven (7) days to perform. In an emergency situation, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14 after providing 48 hours' notice to the Contractor. In either case, the Contractor will be invoiced the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, or neglect. The invoice amount shall be deducted from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District.

### **ARTICLE 3** **THE CONTRACTOR**

#### **3.1 SUPERVISION AND CONSTRUCTION PROCEDURES**

##### **3.1.1 Contractor.**

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work. If any of the Work is performed by contractors retained directly by the District, 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 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

- (a) Responsibilities. It is the duty of the Contractor to complete the Work covered by his or her contract in accordance with the approved drawings and specifications. The Contractor in no way is relieved

of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

- (b) Performance of the work. The Contractor shall carefully study the approved drawings and specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved drawings and specifications, the contractor shall correct the work immediately.

All inconsistencies or times which appear to be in error in the drawings and specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved drawings, specifications, change orders, construction change directives, and as required by law.

The Contractor shall not carry on Work except with the knowledge of the Inspector of Record.

- (c) Verified Reports. The Contractor shall make and submit to the District from time to time, verified reports as required in Section 36 of Title 21 and Section 4-366 of Title 24.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 81147.

#### 3.1.2 Contractor Responsibility.

The Contractor shall be responsible to the District 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.

#### 3.1.3 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 either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

#### 3.1.4 Acceptance/Approval of Work.

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

#### 3.1.5 Performance of Work With Own Force.

Contractor shall perform at least 10% of the Work, exclusive of supervisory and clerical work without the services of any subcontractor. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall submit scope of specific work to be self-performed at same time as submission of subcontractor percent of work list required by Section 00300.

### **3.2 SUPERVISION**

#### **3.2.1 Full Time Supervision.**

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District and Architect of the name and a Statement of Qualifications of such superintendent for District approval. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

#### **3.2.2 Staff.**

Notwithstanding other requirements of the contract documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) 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 (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

#### **3.2.3 Right to Remove.**

District 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.

### **3.3 LABOR AND MATERIALS**

#### **3.3.1 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, air conditioning, utilities, transportation, and other facilities, services and permits 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.

### 3.3.2 Quality.

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

### 3.3.3 Replacement.

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

### 3.3.4 Discipline.

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

### 3.3.5 Not used.

### 3.3.6 Noise, Drugs, Tobacco, and Alcohol.

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

### 3.3.7 Delivery of Material.

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed.

### 3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers.

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together

with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

#### 3.3.9 Title to Materials.

The title to new materials or equipment for the Work of this Contract, and attendant liability for its protection and safety, shall remain with Contractor until incorporated in the Work of this Contract and accepted by the District and Architect; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative.

#### 3.3.10 Assemblies.

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

### 3.4 **NOISE CONTROL**

The Contractor shall be responsible for the installation and maintenance of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations).

### 3.5 **WARRANTY**

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest 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. Contractor's warranty and guaranty to District includes, but is not limited to the following representations:

- ( a ) In addition to any other warranties and guaranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such work, together with any other work, which may be

displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of completion as defined in Public Contract Code Section 7107(c) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

(b) In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

(c) If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor

(d) cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

(e) This Article does not in any way limit the guarantee on any items for which a longer warranty or guaranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guaranty or warranty certificates upon completion of the project.

### **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. District 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 necessary 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). District 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 Special Conditions.

#### **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 Responsibility.**



The Contractor shall perform all Work in conformance with every applicable law, statute, ordinance, building code, rule or regulation. The Contractor shall assume full responsibility for such Work and shall bear the attributable cost of correction or project delay.

### **3.8 DSA VERIFIED REPORTS AND CERTIFICATE OF COMPLIANCE**

#### **3.8.1 Contractor Actions.**

The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by operation of applicable law, code, rule or regulation are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of Project construction. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Project Final Completion. The Contractor shall provide the Project Inspector, Architect, Construction Manager retained by the District for the Project and the District with copies of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the Project Inspector, Architect, the Construction Manager and the District concurrently with the Contractor's submission thereof to DSA.

#### **3.8.2 Final Verified Report.**

Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District's disbursement of Twelve Thousand Dollars (\$12,000) of the Contract Price due the Contractor under this Agreement ("the Final Verified Report"). The Final Verified Report is in addition to, and not in lieu of, retention withheld and retained by the District from Progress Payments disbursed to the Contractor during construction. The District's disbursement of the Final Verified Report to the Contractor shall be made by the District within thirty (30) days of the presentation by the Contractor to the District, Project Inspector, and Architect, of reasonably satisfactory written evidence that the Contractor has filed the Contractor's Final Verified Report with DSA in accordance with the preceding and the submission of a billing statement by the Contractor to the District for payment of the Final Verified Report. If the Contractor fails to file the Final Verified Report with DSA within ten (10) days of the determination of the Contract Final Completion, notwithstanding the preparation or filing of such Final Verified Report by the Contractor thereafter, the District may in the sole and exclusive discretion of the District withhold from disbursement to the Contractor all or any part of the Final Verified Report as damages for the failure of the Contractor to have timely discharged its obligations hereunder.

### **3.9 NOT USED**

### **3.10 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the Site for the District one current copy of the International Building Code, Titles 19, 21 and 24 of the California Code of Regulations and one 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 Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

### **3.11 SUBSTITUTIONS**

3.11.1 NOT USED

3.11.2 NOT USED

3.11.3 NOT USED

#### **3.11.4 PRODUCT SUBSTITUTIONS**

3.11.4.1 *One Product Specified.* Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific 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 the material, process, or article desired and shall be deemed to be followed by the words “or equal” unless the Contract Documents specify “no substitution allowed”, “no equal”, “no equivalent”, “to match campus standard”, or other language with similar meaning, in which case no substitutions will be allowed. Pursuant to Paragraph 3.11.4.3, the Contractor may, unless otherwise stated, at time of bid offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 *Products Specified Which are Commercially Unavailable.* If the Contractor fails to make a request for substitutions for products, with its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District’s discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or guaranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor’s pay request.

3.11.4.3 *Substitution Request Form.* Requests for substitutions of products, materials, or processes in place of a Specified Item must be submitted in writing on the District’s Substitution Request Form (“Request Form”) within three (3) work days after bid opening, except as provided for in Paragraph 3.11.4.2.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality/service/ability to the Specified Item;
2. Will entail no changes in detail, construction, and scheduling of related work;

3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the District;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will required no change of the construction schedule.

3.11.4.4 In completing the Request Form, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the District denies the bidder's request for such requested substitution. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.

3.11.4.5 After bids are opened, the apparent lowest bidder shall provide, within ten (10) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

3.11.4.6 After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or guaranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

3.11.4.7 If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

### **3.12 INTEGRATION OF WORK**

#### **3.12.1 Scope.**

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

#### **3.12.2 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 and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor's responsibility.

### 3.12.3 Subsequent Removal.

Permission to patch any areas or items of the Work shall not constitute a waiver of the District'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 District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

## 3.13 **CLEANING UP**

### 3.13.1 Contractor's Responsibility.

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request. Upon completion of Work, Contractor shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the Work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

3.13.1.1 In addition to the general cleaning, the following special cleaning shall be done at the completion of the work in accordance with the specifications including, but not limited to:

- (a) Remove putty stains from glazing, then wash and polish glazing.
- (b) Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
- (c) Remove temporary protection and clean and polish floors and waxed surfaces.
- (d) Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.
- (e) Remove spots, soil, plaster and paint from tile work, and wash tile.
- (f) Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
- (g) Vacuum-clean carpeted surfaces.
- (h) Remove debris from roofs, down spout and drainage system.

### 3.13.2 Failure to Cleanup.

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor and deducted from the next progress payment.

## 3.14 **ACCESS TO WORK**

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

## 3.15 **ROYALTIES AND PATENTS**

### 3.15.1 Payment and indemnity for Infringement.

Contractor shall hold and save the District and its officers, agents, and employees, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the District, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

### 3.15.2 Review.

The review by the 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 Contractor.

Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at Contractor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of 3.15.1.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty or guaranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; and (4) products installed in or used in connection with the Work.

### **3.17 SUBMISSION OF DAILY REPORTS**

#### **3.17.1 General.**

At the close of each working day, the Contractor shall submit a daily report to the District and the Inspector, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by a District representative and the Contractor. In the event of disagreement,

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pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.

3.17.2 Labor.

The report required by Paragraph 3.17.1 shall show names of workers, classifications, hours worked and hourly rate. Project superintendent expenses are not allowed.

3.17.3 Materials.

The report required by Paragraph 3.17.1 shall describe and list quantities of materials used and unit costs.

3.17.4 Equipment.

The report required by Paragraph 3.17.1 shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost. Move-on and move-off fees, if allowable, shall be noted.

3.17.5 Other Services and Expenditures.

Other services and expenditures shall be described in detail as the District requires.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

4.1.1 Replacement of Architect.

In the case of the termination of the Architect, the District 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 the same as that of the former architect.

#### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

4.2.1 Status.

Pursuant to Titles 24 and 21 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. Seq. the Architect will provide administration of the Contract Documents and the Work, and will be a District representative during construction, as well as during the one (1) year period following the commencement of any warranties or guaranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits.

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents.

#### 4.2.3 Limitations of Construction Responsibility.

The Architect shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. 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.

Except as otherwise provided in the Contract Documents the Contractor shall communicate through the District representative. The District representative shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District's representative. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor.

#### 4.2.5 Payment Applications.

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Specification Section 01290 and subject to the Inspector's approval and Architect's observation.

#### 4.2.6 Rejection of Work.

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect may recommend to the District that the District require additional inspection or testing of the Work in accordance with Paragraph 13.5, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

#### 4.2.7 Warranties and Guaranties Upon Completion.



The Architect, in conjunction with the District and Inspector will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the District for the District's review and records written warranties, guaranties, and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect believes the Work has been completed in compliance with the requirements of the Contract Documents. The handling by the Architect of such warranties, guaranties, 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.

The Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected (final punch list) and one (1) follow-up field review if required. The cost incurred by the District for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and deducted from the final payment.

#### 4.2.8 Interpretation.

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents.

#### 4.2.9 Additional Instructions.

4.2.9.1 *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.

4.2.9.2 *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 Architect's decisions on matters relating to aesthetic effect will be final.

### 4.3 **INSPECTOR OF RECORD**

#### 4.3.1 General.

One or more project inspectors employed by the District 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(s) duties are as specifically defined in Title 24.

#### 4.3.2 Inspector's Duties.

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector 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 is not

authorized to make changes in the drawings or specifications nor shall the Inspector'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's Authority to Reject or Stop Work.

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that 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 Not used.

#### 4.3.5 Testing Times.

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

### **4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services for any reason by any act of the Contractor, the Contractor shall be invoiced by the District for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. Such invoicing shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. 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 submittals of shop drawings, product data, samples, etc.

#### **4.5 DISPUTES**

##### **4.5.1 Decision of Architect.**

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.5.2. A decision by the Architect, as provided in Paragraph 4.5.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.5.6 as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to the remedies under Paragraph 4.5.2 through 4.5.5 in the event: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.4 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Construction Change Directive for which approval has not been provided.

##### **4.5.2 Architect's Review.**

The Architect will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the Claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Claim in whole or in part, stating reasons for rejection; (4) recommend approval of the Claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

##### **4.5.3 Documentation if Resolved.**

If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

##### **4.5.4 Actions if Not Resolved.**

If a Claim has not been resolved and all documentation requested pursuant to Paragraph 4.5.2 has been provided, the party making the Claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: (1) modify the initial Claim; (2) notify the Architect that the initial Claim stands; or (3) supplement with additional supporting data.

4.5.5 Architect's Written Decision.

If a Claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within twenty (20) days. Upon expiration of such time period, the Architect will render to the parties its written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. The Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.5.6 Continuing Contract Performance.

Pending final resolution of a Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved, Contractor agrees it will neither rescind the contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before. At the District's sole option, the District may submit individual disputes for binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Claim.

4.5.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface.

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

(a) Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:

1. If such condition is a hazardous waste condition, and Contractor's bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a 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. In such case, the notice bulletin procedures of Specification Section 01250 apply.
2. Subsurface or latent physical conditions at the Site differing from those indicated.
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.

(b) The District shall investigate the conditions, and if District finds that the conditions do materially so differ, 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 or construction change directive under the procedures described in the Contract.

(c) In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, 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.

#### 4.5.8 Claims for Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.5.9.

#### 4.5.9 Claims Procedures.

##### 4.5.9.1 *Procedure applicable to all Claims:*

(a) Definition of Claim: A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District.

(b) Filing Claim is Not Basis To Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this contract.

(c) Claim Notification: The Contractor shall within seven (7) calendar days after the Claim arises, submit a notification, in writing, with the District stating clearly the basis for the Claim. If the notification is not submitted within seven (7) days after the Claim arises, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the final payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Paragraph 4.5.1, 4.5.2, and 4.5.5. In order to qualify as a Claim, the written notice must state that it is a Claim submitted under this paragraph of these General Conditions.

(d) Formal Claim Appeal Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before final payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

(e) Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

- (1) Cover letter.
- (2) Summary of factual basis of Claim and amount of Claim.
- (3) Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
- (4) Documents relating to the Claim, including:
  - a. Specifications
  - b. Drawings
  - c. Clarifications (RFI's)
  - d. Other relevant information
  - e. Analysis of claim merit.
  - f. Analysis of claim cost.
  - g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path.
  - h. Certification.
  - i. Chronology of events and related correspondence.
  - j. Daily reports and logs.

(f) Certification: The Contractor (and subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:

1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;
2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false Claims can lead to substantial fines and/or imprisonment.

(g) Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(h) Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to provide the written basis of the Claim and certification as set forth herein.

(i) District May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert.

4.5.9.2 *Binding Arbitration of Individual Claim Issues.* At the District's sole option, the District may submit individual disputes, or Claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular Claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of Work during resolution of individual Claims in binding Arbitration.

4.5.9.3 *Resolution of Disputes in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.5.9.2, such Claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been completed, and not before.

4.5.9.4 *Warranties, Guaranties and Obligations.* The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guaranty or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 DEFINITIONS**

##### **5.1.1 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 the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. 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.

5.1.2 Subcontractor Licenses.

All subcontractors shall be properly licensed by the California State Licensing Board.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. Seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract and other contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

(a) Such assignment is effective only after termination of this contract with the Contractor by the District as provided herein and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

(b) Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

**ARTICLE 6**  
**CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS**

**6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 Separate Contracts.

(a) District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

(b) If any part of Contractor's Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor's work. Contractor will be held accountable for damages to District for that work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of Contractor's work.



(c) To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

(d) Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such work on Contractor's schedule.

(e) Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of its contract, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether work can be coordinated so that contractors may proceed simultaneously.

(f) District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

**CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES. IF THE CONTRACT IS SPLIT INTO PHASES THEN CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR WORKING ON A DIFFERENT PHASE, CONTRACTOR'S SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR OTHER PHASES AS NECESSARY TO PREVENT DELAYS AND DAMAGES TO OTHER CONTRACTORS WORKING ON OTHER PHASES OF CONSTRUCTION.**

6.1.2 District's Right to Carry Out the Work. See Paragraph 2.2.

6.1.3 Designation as Contractor.

When separate contracts are awarded to contractors on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 Contractor Duties.

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor's activities with the activities of the District'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 District 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 District until subsequently revised. Additionally, Contractor shall coordinate with Architect and District inspector to ensure timely and proper progress of work.

## **6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL**

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As construction owner, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this agreement as being adequate coverage in case of calamity.

## **6.3 DISTRICT'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the District may clean up and allocate the cost among those it deems responsible.

## **ARTICLE 7** **NOT USED**

## **ARTICLE 8** **TIME**

### **8.1 DEFINITIONS**

#### **8.1.1 Contract Time.**

Contractor shall perform and complete all Work under this Contract within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed pursuant to the provisions of the Contract including, but not limited to the Project Schedule set forth in the Specifications.

#### **8.1.2 Notice to Proceed.**

District may give a notice to proceed within three (3) months of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the notice to proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor, that Contractor shall not be entitled to any Claim of additional compensation as a result of the postponement of the giving of the notice to proceed

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

#### 8.1.3 Computation of Time.

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

The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by National Oceanic and Atmospheric Administration (NOAA) weather data. No less than the amount of work days allocated in Section 01305, Delay and Extensions to the Work, shall be allocated equally across the Contract Time, unless otherwise approved by the District, and will be identified as non-working weather days in the Contractor's Baseline CPM Schedule for the entire Contract period of performance. The weather days shall be shown on the Baseline CPM Schedule and if not used will become float for the Project's use. A day-for-day extension will only be allowed for those days in excess of the norm. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. If the weather is unusually severe and is in excess of the NOAA data norm and prevents the Contractor from beginning work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) work-day extension.

### 8.2 HOURS OF WORK.

#### 8.2.1 Sufficient Forces.

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

#### 8.2.3 Costs for After Hours Inspections.

If the Contract Documents require Work to be done outside the Inspector's regular working hours, the costs of any after hour inspections, shall be borne by the District.

If the District allows the Contractor to do Work outside regular working hours for the Contractor's convenience, or if required to maintain schedule, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and deducted from the next Progress Payment.

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and deducted from the next Progress Payment.

### **8.3 PROGRESS AND COMPLETION.**

#### **8.3.1 Time of the Essence.**

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

### **8.4 EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

#### **8.4.1 Liquidated Damages.**

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount specified in the Construction Agreement for each calendar day of delay in completion. Any liquidated damages recovered by the District shall not, however, limit the District's right to separately recover any actual out-of-pocket damages it suffers due to Contractor's delay. Contractor and his surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

#### **8.4.2 Excusable Delay.**

Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its subcontractors, including acts of God, as defined in Public Contract Code Section 7107, acts of enemy, epidemics and quarantine restrictions.

Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with the Specification Sections requiring preparation and submission of a properly prepared CPM schedule.

No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

The Contractor shall notify the District in writing of any anticipated delay and its cause, in order that the District may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

In the event the Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in work. When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of work. The justification must include, but is not limited to, the following information:

- (a) The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- (b) Logical ties to the official Contract schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragment of any delay of over ten (10) days must be provided.)

The Contractor and District understand and expressly agree that insofar as Public Contract Code Section 7102 may apply to changes in the Work or delays under this contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.3 Notice by Contractor Required.

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under Paragraph 8.4.2 shall be an extension of the Contract Time at no cost to the District.

Claims relating to time extensions shall be made in accordance with applicable provisions of Specification Section 01250.

8.4.4 No Additional Compensation for Delays within Contractor's Control

CONTRACTOR IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE DEPARTMENT OF GENERAL SERVICES, GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR'S BID. THUS, CONTRACTOR IS NOT ENTITLED TO MAKE CLAIM UPON THE DISTRICT FOR DAMAGES OR DELAYS ARISING FROM THE DELAYS CAUSED BY SUCH AGENCIES.

FURTHERMORE, THE CONTRACTOR HAS SCHEDULED FOR SUCH DELAYS AND IS NOT ENTITLED TO AN EXTENSION OF TIME FOR DELAYS CAUSED BY GOVERNMENTAL AGENCIES WHICH CONTRACTOR MUST OBTAIN APPROVALS FROM AND, THUS, CONTRACTOR IS NOT ENTITLED TO AN EXTENSION OF TIME.

CONTRACTOR SHALL ONLY BE ENTITLED TO COMPENSATION FOR DELAY WHEN THE FOLLOWING CONDITIONS ARE MET: (1) THE DISTRICT IS RESPONSIBLE FOR THE DELAY; (2) THE DELAY IS UNREASONABLE UNDER THE CIRCUMSTANCES INVOLVED; AND (3) THE DELAY WAS NOT WITHIN THE CONTEMPLATION OF DISTRICT AND CONTRACTOR.

**ARTICLE 9**  
**NOT USED**

**ARTICLE 10**  
**NOT USED**

**ARTICLE 11**  
**INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. 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;

- e. Claims involving 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
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

#### 11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 and \$2,000,000 project specific aggregate, or Commercial General Liability 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 and Completed Operations	\$1,000,000.00
(d) Personal and Advertising Injury Limit	\$1,000,000.00

#### 2. Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a) Automotive and truck where operated in amounts	\$1,000,000.00
(b) Material Hoist where used in amounts	\$1,000,000.00
(c) Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d) Hazardous Materials	\$1,000,000.00

3. In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

#### Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a) Automotive and truck where operated in amounts	\$1,000,000.00
(b) Material Hoist where used in amounts	\$1,000,000.00
(c) Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d) Hazardous Materials	\$1,000,000.00

#### 11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Paragraph 11.1, the District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent

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contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must 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 on an excess or contingent basis. The insurance provided by the Contractor pursuant to Paragraph 11.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

## **11.2 WORKERS' COMPENSATION INSURANCE**

During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability 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 subcontracted, 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 insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Paragraph 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

## **11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE**

### **11.3.1 Course-of-Construction Insurance Requirements**

The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" 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 District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.



#### **11.4 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 subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

#### **11.5 AUTOMOBILE LIABILITY**

11.5.1 The District, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

#### **11.6 OTHER INSURANCE**

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

#### **11.7 PROOF OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

- a. Certificates and insurance policies shall include the following clause:  
"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. 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 District 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 District.

d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

## **11.8 COMPLIANCE**

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies 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 District and the Architect.

## **11.9 WAIVER OF SUBROGATION**

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Article are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

## **11.10 PERFORMANCE AND PAYMENT BONDS**

### **11.10.1 Bond Requirements**

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish 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 as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. 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 Price, 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 bonds, the District may terminate the Contract for cause.

#### 11.10.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

#### 11.10.3 Alternate Surety Qualifications

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

## **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 without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the Inspector or the Architect, be uncovered for the Inspector's or the Architect's observation and be replaced 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 Inspector or the Architect has not specifically requested to observe prior to its being covered, the Inspector or the Architect 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 charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall pay such costs unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

### **12.2 CORRECTION OF WORK**

#### 12.2.1 Correction of Rejected Work.

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

#### 12.2.2 One-Year Warranty or Guaranty Corrections.

If, within one (1) years after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties and guaranties established under this

Contract, or by the terms of an applicable special warranty or guaranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of one (1) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.2.3 District's Rights if Contractor Fails to Correct.

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct it, pursuant to Specification Section 01290.

**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 District 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 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 mail to the last business address known to the party giving notice.

**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 Inspector, the District, or the Architect 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 in writing.

### **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 District will select and pay an independent testing laboratory to conduct all tests and inspections required by regulatory agencies. Selection of materials required to be tested shall be made by the laboratory, and not by the Contractor. All costs for all other tests shall be included in the Bid Price and shall be paid for by the Contractor. The Contractor will be responsible to reimburse the District for the cost differential (e.g., travel expenses, subsistence expenses, higher hourly rates, premium time for overtime hours or outside of normal work day hours, swing shifts), if any, for inspection and testing services required by regulatory agencies incurred outside of a hundred (100) mile radius from the Project Site, or if the Contractor requests inspection and testing services outside normal work day hours (eight hours/day) Monday through Fridays, which are typically between 7:00 am and 3:30 pm. The District will provide the Contractor with the invoice and deduct the cost differential from the next Progress Payment.

#### **13.5.3 Advance Notice to Inspector.**

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector 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 may arrange for the testing of the material at the source of supply.

#### **13.5.4 Testing Off-Site.**

#### **13.5.5**

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 that such testing and inspection will not be required, shall not be incorporated in the Work.

#### **13.5.6 Additional Testing or Inspection.**

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Paragraph 13.5.7.

13.5.7 Costs for Retesting.

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 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 District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.8 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 District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

13.6 **TRENCH EXCAVATION**

13.6.1 Trenches Greater Than Five Feet.

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

13.6.2 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 in writing by the District or by the person to whom authority to accept has been delegated by the District.

13.6.3 No Tort Liability of District.

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

13.6.4 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.

13.7 **WAGE RATES, TRAVEL, AND SUBSISTENCE**

#### 13.7.1 Wage Rates.

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District 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 works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

#### 13.7.2 Holiday and Overtime Pay.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

#### 13.7.3 Wage Rates Not Affected by Subcontracts.

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the 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.

#### 13.7.4 Per Diem Wages.

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

#### 13.7.5 Forfeiture and Payments.

Pursuant to Labor Code §1775 and the District’s Labor Compliance Program, the Contractor shall forfeit to the District, not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor’s failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct 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. Further details regarding the enforcement of paying prevailing wage

rates, reporting violations, withholding contract payments, forfeitures and hearing to review withholding of contract payments are set forth in the District's Labor Compliance Program.

### **13.8 NOT USED**

### **13.9 APPRENTICES**

#### **13.9.1 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 for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to 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, or in accordance with the rules and regulations of the California Apprenticeship Council.

#### **13.9.2 Employment of Apprentices.**

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site 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, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "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 ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

#### **13.9.3 Submission of Contract Information.**

Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.



#### 13.9.4 Apprentice Fund.

The Contractor 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 shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

#### 13.9.5 Prime Contractor Compliance.

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7 and the District's Labor Compliance Program.

### **13.10 ASSIGNMENT OF ANTITRUST CLAIMS**

#### 13.10.1 Application.

Pursuant to Government Code § 4551, 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 District 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 Business and Professions 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 payment to the Contractor, without further acknowledgment by the parties. If the District 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 shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

#### 13.10.2 Assignment of Claim.

Upon demand in writing by the assignor, the District 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 District has not been injured thereby or the District declines to file a court action for the cause of action.

### **13.11 STATE AUDIT**

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, 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 final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

### **13.12 STORM WATER POLLUTION PREVENTION PLAN**

#### **13.12.1 Application**

This Section, and including other Contract Specifications related to Storm Water Pollution Prevention, addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. When required or specified, the District will not issue a Notice to Proceed until Contractor has prepared and obtained approval of SWPPP from the District and the State Water Resources Control Board. The Contractor shall also secure a certification that the construction project has met all of the conditions of the State Construction General Permit (Order No. 2009-0009-DWQ) and comply with all applicable local, state and federal regulations governing storm water pollution prevention. See Section 01572, Storm Water Pollution Prevention Plan-Sites that Disturbs One or More Acres for additional requirements for District projects over one or more acres. See below for projects under one acre.

#### **13.12.2 References and Materials**

- “Erosion and Sediment Control Field Manual” California Regional Water Quality Control Board (RWQCB)—San Francisco Bay Region.
- 2009 CASQA Construction BMP Handbook, available electronically at the California Stormwater Quality Association (CASQA) interactive web portal.

Use materials of a class, grade and type needed to meet the performance described in the Field Manual and/or the BMP Handbook.

#### **13.12.3 Preparation and Approval**

The Contractor shall prepare the Storm Water Pollution Prevention Plan (SWPPP), when required or specified, to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 For project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development), the Contractor shall prepare and submit to the District the SWPPP for review and approval. Submittal shall be made by fulfilling all data and attachment requirements required by the California Storm Water Multiple Application and Report Tracking System – SMARTS web-based program.

13.12.3.2 Data required by the SMARTS program shall be entered into the SMARTS program and submitted in time for the District to file a Notice of Intent at least two weeks prior

to the commencement of construction activities. Failure by the Contractor to fully schedule and comply with these requirements shall not entitle a claim for delay.

13.12.3.3 Where land disturbance is less than 1 acres, a SWPPP is not required. However, BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be submitted to the District and implemented at no extra cost to the District.

13.12.3.4 Within twenty days after Award of Contract by the District, the Contractor shall submit to the District one copy of the SWPPP for review. After the District's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the District's Construction Inspector, District's Construction Manager, District Architect, and District's Civil Engineer.

#### 13.12.4 **Implementation**

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- (a) Install perimeter controls prior to starting other construction work at the site.
- (b) Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- (c) Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- (d) Designate trained personnel for the proper implementation of the SWPPP.
- (e) Revise the SWPPP to suit changing site conditions and instances when properly installed systems are ineffective.
- (f) Maintain data required by the state permit and SMARTS program to ensure that all data is up to date, and that any change in conditions or personnel responsible for the SWPPP is current and compliant.
- (g) At the end of Construction Contract.
  - i. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
  - ii. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.
  - iii. Provide and upload all required data and documents required in the SMARTS web-based program to receive an approved Notice of Termination from the State.

#### 13.12.5 **Monitoring**

The Contractor shall comply with all requirements of the State Construction General Permit (Order No. 2009-0009-DWQ). The Contractor shall conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm event and once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48

hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

**13.12.6 Liabilities and Penalties**

- (a) Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- (b) Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.
- (c) Compliance with the Clean Water Act and storm water pollution regulations pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.

**ARTICLE 14**  
**TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE**

**14.1.1 Grounds for Termination.**

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- (a) Issuance of an order of a court or other public authority having jurisdiction; or
- (b) An act of government, such as a declaration of national emergency.

**14.1.2 Notice of Termination.**

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

**14.2 TERMINATION BY THE DISTRICT FOR CAUSE**

**14.2.1 Grounds for Termination.**

The District may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;

- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- (e) Otherwise is in substantial breach of a provision of the Contract Documents.

#### 14.2.2 Notification of Termination.

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept; and
- (c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

#### 14.2.3 Payments Withheld.

If the District terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

#### 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 District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

### **14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)**

#### **14.3.1 Termination for Convenience.**

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

#### **14.3.2 Non-Appropriation of Funds/ Insufficient Funds.**

In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

#### **14.4 REMEDIES OTHER THAN TERMINATION**

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- (a) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
- (b) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
- (c) Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

**END OF SECTION 00700**

GENERAL CONDITIONS

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CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
APRIL 05, 2024  
BID SPECS SET

**SECTION 00800.1 - SUBSTITUTION REQUEST FORM**



**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

500 Court Street, Martinez, CA 94553

**SUBSTITUTION REQUEST FORM**

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

Contract #:

RFS # \_\_\_\_\_

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

DSA Application #: 01- \_\_\_\_\_

Campus: Contra Costa College

Project No., Name: \_\_\_\_\_

Contractor pursuant to General Conditions submits the proposed items. If the District accepts such items so described, the undersigned may furnish such item with all necessary labor, materials, equipment and incidentals to perform and complete the Work.

Item No.	SPECIFIED ITEM OR DRAWING	SPECIFICATION SECTION	PROPOSED SUBSTITUTION (and name of Subcontractor if different)

**CERTIFICATION**

Under penalty of perjury under the Laws of California, I certify that the proposed substitution will be readily available, perform adequately the functions and achieve the results called for by the design concept, be similar in substance to that specified, and be suited to the same use as that specified in Contract Documents.

Contractor: \_\_\_\_\_

(Please print name of company)

Name and Title (print/type)

Contractor Authorized Representative

Date

A. Does the substitution affect dimensions shown on Drawings?
B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
C. What effect does the substitution have on other trades?
D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add ? Shorten ?
E. Differences between proposed substitution and specified item?
F. What is the Cost Differential including all mark-ups?
G. Are Manufacturer's guarantees for the proposed item the same as for item specified? Explain differences.
H. The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.
I. The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

**A/E Response:**

☐ Accepted

☐ Not Accepted

☐ Accepted As Noted

☐ Received Too Late

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

**District Representative Response:**

☐ Accepted

☐ Not Accepted

☐ Accepted As Noted

☐ Received Too Late

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

**END OF SECTION 00800.1**

**SUBSTITUTION REQUEST FORM**

**008001 - 1**



## **SECTION 01010 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01290 – “Payment Procedures”
- B. Section 01310 – “Construction Scheduling”
- C. Section 01312 – “Project Meetings”
- D. Section 01330 – “Submittal Procedures”
- E. Section 01400 – “Quality Control Requirements”
- F. Section 01625 – “Product Options and Substitutions”
- G. Section 01740 – “Warranties and Guaranties”
- H. Section 01770 – “Contract Closeout Procedures”
- I. Section 01780 – “Project Record Documents”
- J. Divisions 2 through 33 Sections for Summary of Work requirements for the work in those Sections.

#### **1.3 WORK DESCRIPTIONS WITHOUT FORCE**

- A. All general descriptions and/or general summaries of the work noted in this section, or elsewhere within the Contract Documents, are without force and effect on the Contract Work described and indicated in detail the Construction Documents. These general descriptions and summaries are for general reference and descriptive purposes only and in no way offer the complete and concise description of all the Work required by the Contract Documents.

#### **1.4 WORK COVERED BY CONTRACT DOCUMENTS**

The intent of the Contract Documents includes but is not limited to:

##### **1-Student Union Building:**

Alteration a men's and a women's restroom in an existing building at the diablo valley college pleasant hill campus into two separate gender neutral restroom facilities. The new toilet partitions extend greater than typical heights, with a bottom elevation of 3/8" aff and a top elevation of 88" aff, requiring the widening of accessible toilet stalls. Two existing urinals will be replaced with a toilet. No ceiling work, including mechanical, electrical, and fire alarm is included in scope.

- A. CONTRACTS

1. Perform the work under a single, fixed-price Contract.

**B. OTHER SCOPE:**

1. Provide a Logistics' Plan for each Phase of Work prior to Mobilizing for approval by the District. Show proposed Fencing, access points, signage locations at all points of egress, temporary lighting, traffic flow for deliveries and workers, etc. Reference Spec Section 01140 Work Restrictions.
2. Provide temporary fencing for all Phases for all Projects. Include lighting along fencing as outlined in Section 01500, if applicable.
3. Include all wayfinding signage at all egress points.
4. See District's Phasing Plans for Project requirements. See Section 01140. Note that AC Paving operations will need to be phased and scheduled during school breaks.
5. For Contractor Parking and Lay Down area, include cost to winterize area and restore to a new condition. Remove discuss fencing and slab. That area can be used for entry. The existing fence can be used but must be protected and maintained.
6. Provide water meter for water usage.
7. Include all abatement as required for all demolition work.
8. Include dewatering as required. Reference Geotech Reports.
9. Include single wide trailer for IORs. See Spec Section 01500 Temp Facilities Controls.
10. Include Flagmen for all deliveries of materials.
11. Keep the temporary fence gates closed at all times.

**1.5 WORK BY DISTRICT**

- A. General: Cooperate fully with District so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by District. Coordinate the Work of this Contract with work performed by District.
- B. District reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. Coordinate with this work in terms of providing site access, workspace, and storage space, cooperation of work forces, scheduling, and technical requirements.
- C. Coordination with District's Forces or District's Contractors:
  1. Provide site access, space allocation, scheduling, scheduling coordination, coordination of work forces and coordination of technical requirements with contractors that may be selected and employed by District to perform work simultaneously and in conjunction with the Work, which may include, but shall not be limited to the following, as applicable to the Project:
    - a. Materials Inspection and Testing Agency
    - b. Surveying
    - c. Geotechnical Engineering and Consulting
    - d. Furniture Contractors

- e. Other District consultants and contractors not listed here but that may be required for successful completion of the Project.

## 1.6 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Preceding Work: District has awarded, or will award before commencement of this Contract, separate contract(s) for the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.
1. Furniture Contract in Student Success Center spaces
- C. Subsequent Work: District will award separate contract(s) for the following additional work to be performed at site concurrently with the work of this Contract or following Substantial Completion of the work of this Contract. Completion of that work will depend on successful completion of preparatory Work under this Contract.
1. Relocating staff, furniture, and equipment to new Buildings.

## 1.7 WORK SEQUENCE

- A. Construct work as shown in the Contract Documents. Coordinate Baseline CPM Schedule activities and construction operations with District and the Architect.
- B. **Work shall begin on May 23, 2022. Construction should prioritize the Student Success Center scope in order to achieve a Punch List and Substantial Completion date of August 1<sup>st</sup>, 2022. Work on the Student Success Center, Health Services, and Print Shop can be simultaneous, with an expected Substantial Completion for the Print Shop by October 2022. The Health Services is more flexible in terms of timeline. Coordinate Work Schedule and Academic Calendar Schedule with District prior to commencement of Work.**

## 1.8 WEATHER DAYS

- A. Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	<b><u>11</u></b>	July	<b><u>0</u></b>
February	<b><u>10</u></b>	August	<b><u>0</u></b>
March	<b><u>10</u></b>	September	<b><u>1</u></b>
April	<b><u>6</u></b>	October	<b><u>4</u></b>
May	<b><u>3</u></b>	November	<b><u>7</u></b>
June	<b><u>1</u></b>	December	<b><u>10</u></b>

- B. Scheduling of Contractor's use of the areas and times involved shall be determined in cooperation with the District. Notify the District a minimum of 10-days prior to commencement of work.
- C. Construction activities shall be performed between the hours of 7AM and 5PM, Monday through Friday, unless otherwise required. No Work shall be performed outside the above hours without prior written authorization from the Construction Manager/Project Manager. No work on Sundays or Holidays will be permitted.

## **1.9 ACCESS TO SITE**

- A. General: Project is located on Diablo Valley College Pleasant Hill campus property. Contractor shall have limited use of campus for delivery and Project site access purposes only during construction period. Contractor shall have full use of Project site for construction operations during this time. Contractor's use of Project site is limited only by District's right to perform work or to retain other contractors on portions of Project.
- B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

## **1.10 USE OF PREMISES**

- A. Contractor shall only use the premises for work, storage, staging areas, and vehicular parking as designated in the Contract Documents.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to areas permitted by law, ordinances, permits, and Contract Documents.
  - 2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to District, District's employees, Residents, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations, and to minimize space and time requirements for storage of materials and equipment on-site.

## **1.11 EXISTING AREA CONDITION SURVEY**

- A. Prior to commencement of work, jointly survey the existing area to be remodeled with the District and Architect, noting and recording existing damage such as cracks, sags, and other damage (on Site Plan/Floor Plans).
- B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement, movement, demolition, or Contractor's operations.
- C. Existing damage observed shall be marked and the official record of existing damage shall be signed by the parties making the survey.

- D. Cracks, sags, and damage to the area and other items not noted in the original survey but subsequently observed shall be reported immediately to the Architect.
- E. Contractor shall comply with Section 01321 for photographic and video recording of existing conditions.

**1.12 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Drawings may not show all existing water, gas, electrical, and hot water lines, and other items known or suspected to exist around the work.
- B. Contractor shall locate these installations before proceeding with demolition or other operations which may cause damage, maintain them in service where appropriate, and repair damage caused by the performance of the Work, at no increase in the Contract Sum.
- C. In addition to notification, if a structure or utility is damaged, take appropriate action as specified in the General Conditions.

**1.13 USE AND OCCUPANCY OF WORK PRIOR TO ACCEPTANCE BY DISTRICT**

- A. The District may use and occupy the building before formal acceptance under the following conditions:
  - 1. A Certificate of Substantial Completion shall be prepared and executed as provided in the Contract Documents. See Section 01770 Contract Closeout Procedures. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the District during the remaining period of the work.
  - 2. Occupancy by the District shall not be construed as being an acceptance of that part of the Work occupied.
  - 3. The Contractor will not be held responsible for damage to the occupied part of the Work resulting from the District's occupancy.
  - 4. Occupancy by the District shall not be deemed to constitute a waiver of existing claims the District or Contractor may have against each other.
  - 5. Comply with Specification Section 01740, Warranties/Guaranties, and 01770 Contract Closeout Procedures for the Work or any Phase of Work.
  - 6. The District will pay for utility costs associated with occupancy during construction.

**1.14 PROTECTION OF EXISTING IMPROVEMENTS**

- A. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.
- B. Protect improvements on adjoining properties as well as those on the District's property.
- C. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.
- D. Restore any improvements damaged by this work to their original condition as acceptable to the District or other parties or authorities having jurisdiction.

**1.15 HAZARDOUS MATERIALS**

Refer to section 01412

**1.16 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

**1.17 MISCELLANEOUS PROVISIONS**

- A. Items shown, scheduled, or noted to be salvaged will remain the property of the District.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01010**

## SECTION 01015 - ADDITIONAL REQUIREMENTS FOR DSA-APPROVED PROJECTS

### PART 1 - GENERAL

#### 1.1 GENERAL

The following additional requirements apply to this Project that is being reviewed by the Division of the State Architect (DSA).

#### 1.2 ADDITIONAL REQUIREMENTS

- A. In addition to the duties specified in the Contract Documents, the duties of the Contractor shall be in accordance with the requirements specified in, Title 24, California Code of Regulations (CCR).
- B. In addition to the duties specified in the Contract Documents, the duties of the Architect and the Architect's consultants shall be in accordance with the requirements specified in Part 1, Title 24, CCR.
- C. DSA is not subject to arbitration proceedings.
- D. Notify DSA at start of construction in accordance in Part 1, Title 24, CCR.
- E. Changes: DSA defines all addenda and change orders as Construction Change Documents (CCD.) All CCD shall be submitted for DSA approval. Do not begin any work under an CCD until DSA approval is obtained. CCDs shall be in accordance in Part 1, Title 24, CCR.
  - 1. Submit DSA 140 Form for Category A changes defined as construction changes to or affecting Structural Safety, Fire Life Safety or Accessibility.
  - 2. Submit **DSA 140** Form for Category B changes defined as construction changes **NOT** affecting Structural Safety, Fire Life Safety or Accessibility.
- F. Do not begin work under a written order until a CCD has been submitted to and approved by DSA in accordance with Part 1, Title 24, CCR. Substitutions effecting structural, fire/life/safety or access compliance shall be submitted as CCDs for DSA approval. The Contractor will be responsible for the additional architectural and engineering costs associated with the review and regulatory processing of these substitutions.
- G. Unless otherwise indicated or specified, perform the work in conformance with the latest edition of applicable regulatory requirements. A copy of Part 1 and Part 2 of Title 24, CCR shall be available on the Project site. The codes adopted by the City, County, State and Federal agencies shall govern minimum requirements for this Project.
- H. Contractor shall submit verified reports in accordance with Part 1, Title 24, CCR.
- I. DSA may supervise construction, reconstruction, or repair in accordance with Part 1, Title 24, CCR.

- J. Construction shall be observed by a full-time Project Inspector approved by DSA in accordance with Part 1, Title 24, CCR.
- K. Testing requirements of the DSA approved District's Testing Laboratory shall be in accordance of Part 1, Title 24, CCR.
- L. Special Inspection on masonry construction, glued laminated lumber, wood framing using timber connectors, ready-mixed concrete, gunite, prestressed concrete, high strength steel bolt installation, welding, pile driving, and mechanical and electrical work shall be as required by Part 1, Title 24, CCR. The costs of special inspection will be paid for by the District.
- M. **DSA Box: The Contractor shall comply with the most current EPR procedures. CCD's shall be submitted via Bluebeam Studio.**

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01015**



## **SECTION 01030 - ALTERNATES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 00210 – “Information Available to Bidders”
- B. Section 00300 – “Bid Proposal Form”
- C. Section 01010 – “Summary of Work”
- D. Section 01290 – “Payment Procedures”
- E. Section 01310 – “Construction Scheduling”
- F. Section 01311 – “Project Management and Coordination”
- G. Section 01330 – “Submittal Procedures”
- H. Section 01740 – “Warranties and Guarantees”
- I. Section 01770 – “Contract Closeout Procedures”
- J. Divisions 2 through 33 Sections for Alternates requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section includes administrative and procedural requirements governing Alternates. Each Alternate is identified by number and describes the basic changes to be made in the Work.

#### **1.4 REQUIREMENTS**

- A. Alternate pricing quoted on the Bid Proposal Form will be reviewed by the District, and accepted or rejected at District’s sole option. Any accepted Alternate(s) will be identified in the District-Contractor Agreement.
- B. See the Bid Proposal Form, Section 00300. Item 1.G, for District Bid evaluation procedure.
- C. Provide cost of implementing Alternates in Section 00300 – Bid Proposal Form.
- D. All Alternates are either “additive” or “deductive” or “no change” to the Lump Sum Base Bid. The Contractor shall quote the amount for each Alternate in the space provided on the Bid Proposal Form.
- E. Failure to either quote an Alternate amount or the insertion of the words “no bid,” “none” or words of similar import, may be considered as not completing the Bid Proposal Form and may constitute disqualification of the entire bid at District’s sole discretion. Bidders may insert a zero-dollar amount (\$0.00) in the Alternate price line of the Bid Proposal Form if the Bidder proposes to perform the Work of the Alternate with no additional change to the Contract Sum.

- F. The Base Bid and the Alternates are exclusive in their scope of Work. There is no overlap between or among the Base Bid and the Alternates.
- G. The Base Bid and the Alternates are exclusive in their scope of Work. There is no overlap between or among the Base Bid and the Alternates.
- H. The cost of any item of work shall be included only once, in the Base Bid or in the Alternates.
- I. Each Alternate is intended to cover all of the Work required for a complete, finished job.
  - 1. Alternate Work includes all miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of the Alternate, but necessary to complete the Alternate Work according to the Contract Documents.
  - 2. **Alternate to provide all labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to complete this Alternate construction in accordance with the Contract Documents.**

## **1.5 PROCEDURES**

- A. Modify or adjust affected adjacent Work as necessary to completely integrate Work of each accepted Alternate into the Project.
- B. Notification: Immediately following award of the Contract, Contractor shall notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. The District reserves the right to reinstate Alternates at any time within 90 calendar days after the Notice to Proceed without any increase or decrease in Contract Price (beyond the amount of the Alternates(s) listed in Section 00300, Part 2), or any increase in Contract Time.
- D. Execute accepted Alternate(s) under the same conditions as other Work of this Contract.

## **PART 2 - PRODUCTS**

### **2.1 DESCRIPTION OF ALTERNATES – REFER TO DRAWINGS, SHEET G0.00**

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. Execute accepted alternates under the same conditions as other Work of this Contract.
- B. Coordination: Modify or adjust affected Work as required to completely and fully integrate that Work into the Project.

## **END OF SECTION 01030**

## **SECTION 01050 - FIELD ENGINEERING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01311 – “Project Management and Coordination”
- C. Section 01572 – “Storm Water Pollution Prevention Plan”
- D. Divisions 2 through 33 Sections for Field Engineering requirements for the work in those sections.

#### **1.3 SUBMITTALS**

- A. Contractor shall submit name and address of Surveyor and professional Engineer to District and Architect for approval prior to their work on the Project.
- B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- C. At completion of the Work, Contractor shall submit a certificate signed by a licensed engineer or surveyor certifying that all elevations and locations of improvements are in conformance with Contract Documents.

#### **1.4 REQUIREMENTS**

- A. Contractor shall provide and pay for field engineering services by an engineer licensed in the State of California, required for the Project, including, without limitation:
  - 1. Survey work required in execution of the Project.
  - 2. Civil or other professional engineering services specified or required to execute Contractor’s construction methods.

#### **1.5 QUALIFICATIONS OF SURVEYOR OR ENGINEERS**

- A. Contractor shall only use a qualified licensed engineer or registered land surveyor, approved by the District.

#### **1.6 SURVEY REFERENCE POINTS**

- A. Existing basic horizontal and vertical control points for the project are those designated on the Drawings.
- B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition, Contractor shall:

1. Make no changes or relocation without prior written notice to District and Architect.
2. Report to District and Architect when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace project control points based on original survey control that may be lost or destroyed.
4. Contractor to locate and protect existing survey control and reference points.
5. Control datum for survey is that indicated on Drawings.
6. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
7. Promptly report to Architect, District, and Project Inspector the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
8. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice.

#### **1.7 PROJECT RECORD DOCUMENTS**

- A. Maintain complete, accurate log of control and survey work as it progresses. Indicate dimensions, locations, angles, and elevations of construction and Site Work.
- B. Submit Record Documents under provisions of Section 01770

#### **1.8 EXAMINATION**

- A. Verify locations of survey control points prior to starting Work.
- B. Promptly notify District of any discrepancies discovered.

#### **1.9 SURVEY REQUIREMENTS**

- A. Provide field engineering services. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent benchmarks on Site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record documents.
- C. Establish lines and levels, locate and lay out by instrumentation and similar appropriate means:
  1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  2. Grid or axis for structures.
  3. Building foundation, column locations, and ground floor elevations.
- D. Periodically verify layouts by same means.

#### **1.10 QUALITY CONTROL**

- A. Employ a professional Engineer of the discipline required for specific service on Project, licensed in the State of California.
- B. Submit evidence of Engineer's errors and omissions insurance coverage to District, in the form of a current Insurance Certificate.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION**

- 3.1** Contractor is responsible for meeting all applicable codes, OSHA, and other safety and shoring requirements.
- 3.2** Contractor is responsible for any re-surveying required by correction of nonconforming work with no additional cost to the District or its representatives.

**END OF SECTION 01050**

## **SECTION 01140 - WORK RESTRICTIONS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 SUMMARY OF WORK RESTRICTION REQUIREMENTS**

- A. Prior to the start of Work, Contractor shall familiarize itself with the Work Restrictions as they relate to all Work required by the Contract Documents.
- B. Temporary Work Activity Plan shall include:
  - 1. Full size drawing (36"x42") of site plan showing the proposed locations and dimensions of temporary facilities and activities, including but not limited to, all proposed office trailers, equipment and material storage areas on the Project Site; safe and ADA complaint access (ingress/egress) for pedestrians and vehicles around the construction areas; proposed haul routes; all temporary construction, and way-finding signage; temporary fenced area(s), noise and safety barriers, and dust partitions; and temporary measures to maintain continuous and uninterrupted code compliant use of all occupied and surrounding areas impacted by construction activities. Identify any areas that require temporary paving for stabilization or prevention of tracking of mud, and for ADA complaint ingress and egress. Indicate if the use of supplemental or other staging areas might be required. Also see Section 01500 Temporary Facilities and Control for additional requirements.
  - 2. Contractor shall submit two (2) hard copies at the pre-construction meeting (For Each Phase), and email PDF Format, of the initial submittal of the Temporary Work Activity Plan for review by the District, Architect, and by personnel from the Campus (e.g., Buildings & Grounds, Police Services, and other representatives).
- C. Contractor shall construct dust partitions and other barriers as required prior to the start of abatement or demolition activities, whichever may occur first, and they must remain in place until the completion of that activity where required.
- D. Contractor shall perform and complete all Temporary Work Activities to ensure the following:
  - 1. The work areas, roads, parking lots, and streets are to be kept clear, clean, and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with subcontractor and personnel duties and traffic. The Contractor shall sweep the areas clean at the end of each work day and make every effort to keep dust and noise to a minimum at all times.

#### **1.3 SUMMARY OF WORK RESTRICTIONS**

- A. **General:** All Temporary Work Activities must be completed within the timelines, work shift times, and the scheduled time period as required by the Contract Documents. Comply with the following:

1. The Temporary Work Activity Plan shall be approved by the District prior to any Work starting on the Project Site.
2. Contractor shall have all temporary fencing, signage, ADA compliant pathways and other temporary measures described in Paragraph 1.2 above installed, operational and accepted by the District prior to starting Work as applicable.

**B. Time Related Work Restrictions within the Contract Time**

1. Although the Contract Time is a total of ~~908~~ **1,027** calendar days between the Notice to Proceed and Substantial Completion, as articulated in Section 00600 (See Phasing Plan), Construction Agreement, Work by the Contractor is restricted and limited to specific time periods at specific locations during this contract duration as follows:
  - 1.1. **Rain and Impacts of Rain: See Section 1010, Summary of Work for related requirements to include in the Contractor's P-6 Baseline Schedule an activity for rain and the impacts of rain on this project.**
  - 1.2. Sunday Work: Contractor **CANNOT** work on Sundays or Holidays.
  - 1.3. **College Finals Week: The Contractor shall not work during Finals Week (i.e., include 5 Work Days in the schedule) that results in the generation of noise that will disturb students taking finals. The Contractor shall submit to the District for approval the activities the Contractor may want to perform during each final's week. Unless otherwise approved by the District/College, said work cannot be performed during Final Week(s) during the contract duration.**
2. The Contractor is responsible for its own means and methods to comply with these work restrictions, and to submit a schedule in accordance with Section 00700, Article 3.8.

**C. Other Project Requirements and Restrictions**

1. The Contractor's staging area for trailers, construction vehicles, construction equipment and materials are restricted within the temporary construction fencing of the project site and the area shown on the attached **Phasing Plans at the end of this Section**. Contractor shall not block the fire access road at any time within the project site or utilize for parking, staging or locating trailers. Contractor must always allow Fire District access into the project site and unobstructed use of the fire access road to other buildings on the west side of the project site. Contractor is responsible for obtaining parking passes from the Police Services.
2. **Contractor must maintain egress pathway for students and staff.**
3. Truck traffic, material deliveries and equipment deliveries on this road to the project site shall be closely monitored and controlled by the Contractor to avoid any delays to other vehicles using this road by faculty and students. The Contractor shall include delivery milestones in its Baseline P-6 CPM Schedule and provide written notice at least two (2) work days to the District and to the Police Services for all deliveries. Any material or equipment deliveries that could potentially delay traffic on this one-way road will have to be delivered after normal business hours, unless otherwise approved by the District. Contractor truck deliveries that stop traffic on this road or other roads on Campus will be subjected to being ticketed by the Police Services.
4. **Truck Hauling Routes.** Obtain City of Pleasant Hill approval for preferred construction traffic routing over public streets and/or other construction truck access and egress from public streets to the Site. Contractor shall avoid routing trucks through residential areas. Prohibit

mobilization and demobilization of heavy construction equipment and trucks on residential streets.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. All labor, equipment, materials, and all other requirements shall be provided and will be the sole responsibility of the Contractor for execution of entire work described in this specification section.

## **PART 3 - EXECUTION**

### **3.1 MEANS AND METHODS OF CONSTRUCTION**

- A. Contractor to provide and shall be responsible for any and all means and methods that will be constructed, implemented and/or maintained on the site for all work described above.

**END OF SECTION 01140**



## **SECTION 01250 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01310 – “Construction Scheduling”
- C. Section 01311 – “Project Management and Coordination”
- D. Section 01330 – “Submittal Procedures”
- E. Section 01770 – “Contract Closeout Procedures”
- F. Divisions 2 through 33 Sections for Contract Modification Procedures requirements for the work in those Sections

#### **1.3 SUMMARY**

- A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms and conditions of the Contract Documents.
- B. Changes in the work generally will begin with Requests for Information (RFI), followed by a response from the District and/or Architect, and possibly a Request for Proposal (RFP), a Contractor Proposed Change Order (PCO), a negotiated Proposed Change Order, followed by a formal Change Order (CO) authorizing the Change in the Work. A Construction Directive (CD) may be used in the absence of agreement on the terms of the Change in the Work.

#### **1.4 CHANGES - No Changes Without Authorization**

- A. There shall be no change whatsoever in the drawings, specifications, or in the Work without a District executed Change Order, District executed Construction Change Directive, or District approved no cost order by the Architect for a minor change in the Work as herein provided. **Changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.**
- B. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District’s Governing Board has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive.

- C. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.
- D. 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. Notwithstanding anything to the contrary in this Section, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.
- E. Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code. In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY.

## **1.5 REQUEST FOR INFORMATION ("RFI")**

- A. Definition: An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. The Contractor shall not submit an RFI to the District or the Architect if it pertains to a Subcontractor's request for clarification of the Contractor's Subcontract or contractor's construction documents, or any other Contract Documents prepared by the Contractor.
- B. 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 interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents. The Contractor shall use RFI format provided by the District.
  - 1. The Contractor shall be responsible for Contractor and Subcontractor costs to implement and administer RFIs throughout the duration of the Project. The Contractor shall maintain an RFI log with all RFIs, including revisions, listed with a short description of the request, the date, the status, and the disposition of the RFI. Regardless of the number of RFIs submitted, the Contractor shall not be entitled to additional compensation.
  - 2. The Contractor shall be responsible for both the District and District consultant's costs, including the Architect, for answering RFIs if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request, as determined by the District; at the District's discretion, such costs may be deducted from progress payments or the final payment.
  - 3. The Architect or the District may issue a Request for Proposal which includes a detailed description of a proposed change with supplementary or revised Drawings and

- specifications. The Contractor shall then prepare and submit an estimate within seven (7) Calendar Days. If the Contractor fails or refuses to submit a Proposal within said seven (7) day period, the District's Representative or the District shall determine the fair and reasonable cost of the Work indicated in a Request for Proposal which shall be binding on the Contractor.
4. Supplemental Instruction or Bulletin: The Architect or the District may issue an Architect's Supplemental Instruction (ASI) or Bulletin to the Contractor.
- a. If the Contractor is satisfied with the Supplemental Instruction or Bulletin and does not request change in Contract Sum or Contract Time, then the direction of the Work shall be executed without a Change Order.
  - b. If the Contractor believes that the Supplemental Instruction or Bulletin results in a change in Contract Sum or Contract Time, then the Contractor shall notify the District in writing within five Calendar Days after receiving the response. If the District disagrees with the Contractor, then the Contractor may give notice of intent to submit a Claim as described in the General Conditions, and submit its Claim within five Calendar Days of the District's response. If the District agrees with the Contractor, then the Contractor must submit a cost or time extension proposal within seven (7) Calendar Days of the District's response to the RFI. The Contractor's failure to deliver either the foregoing notice of Claim or proposal by the respective deadlines stated above shall result in waiver of the right to file a proposal or Claim.
- C. The Contractor shall reference each RFI to an activity of the Construction Schedule and shall note time criticality of the RFI, indicating time within which a response is required. The Contractor's failure to reference RFI to an activity on the Construction Schedule and note time criticality on the RFI shall constitute the Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI. The Contractor must submit time critical RFIs at least seven (7) Days prior to the scheduled start date of the affected Work activity.
- D. Response Time: The Architect must respond to a RFI in writing within a reasonable time, normally seven (7) days for routine RFIs, after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO or Construction Change Directive, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond. District or the Architect will endeavor to respond within five (5) working Days from receipt of RFI with a written response to the Contractor, provided that the RFI complies with the paragraph above and is determined by the Architect or District to be time critical. Failure of the Contractor to plan ahead or mitigate problems shall not be cause for a determination that an RFI is time critical. The District or the Architect may return an RFI requesting additional information should the original RFI be incomplete or inadequately describe the information requested or conditions encountered. The Contractor shall distribute responses to all appropriate Subcontractors.
- E. If the Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
- F. Only the Contractor and/or the District may initiate changes in the scope of Work or deviation from Contract Documents. **Changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the**

**Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.**

1. Contractor may initiate changes by submitting an RFI or a letter providing Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
    - a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents. RFIs shall not be submitted to the District seeking clarification of any errors or omissions on behalf of the Contractor's preparation of the construction documents or any other Contract Documents prepared by the Contractor.
    - b. Differing Site Conditions: The Contractor shall submit a Notice of Differing Site Conditions by RFI to resolve problems regarding differing conditions encountered in the execution of the Work pursuant to General Conditions, which shall govern. If the District and the Architect determine that a change in Contract Sum or Contract Time is justified, the District and the Architect will issue RFP or CCD.
    - c. Hazardous Waste Conditions: The Contractor shall submit Notices of Hazardous Waste Conditions by RFI to resolve problems regarding undocumented hazardous materials encountered in the execution of the Work pursuant in General Conditions, which shall govern. If the District and the Architect determine that a change in Contract Sum or Contract Time is justified, the District and the Architect will issue RFP or CCD.
  2. The Contractor may submit to the Architect a written Request for Information (RFI) if one of the following conditions occurs:
    - a. Contractor discovers what appears to be an unforeseen condition or circumstance that is not described in the Contract Documents.
    - b. The Contractor discovers what appears to be a conflict or inconsistency within the Contract Documents and the intent of the Contract Documents cannot be reasonably inferred.
    - c. The Contractors discovers what appears to be an error or omission in the Contract Documents and the intent of the Contract Documents cannot be reasonably inferred.
    - d. The Contractor considers a portion of the Contract Documents is not sufficiently explained or detailed for the Contractor to proceed with that portion of the Work.
    - e. The Contractor who, after a full search of the Contract Documents and upon exercising required due diligence, fails to locate the required information.
- G. If the Contractor believes that the RFI response results in Change in the Contract Sum or the Contract Time, the Contractor shall notify the District in writing within five calendar Days after receiving the response. If the District disagrees with the Contractor, then the Contractor may give notice of intent to submit a Claim as described in General Conditions, and submit its Claim within 30 Calendar Days of the District's response. If the District agrees with the Contractor, then the Contractor must submit a cost or time extension proposal within fourteen (14) Calendar Days of the District's response to the RFI. The Contractor's failure to deliver either the foregoing notice of Claim or proposal by the respective deadlines stated above shall result in waiver of the right to file a proposal or Claim.
- H. Contractor shall identify RFIs with sequential numbering (i.e. 001, 002, 003 etc.) with a separate number assigned to each RFI. Resubmittal of apparent unresolved RFI issues shall be on a new

RFI form with the initial RFI number amended with a sequential Revision suffix (.R1, .R2, .R3 etc.) until the issue is resolved.

- I. Unless otherwise directed by the Project Manager, the Contractor shall submit each RFI on the form required by the District.
  1. The Contractor shall fill in all required information. Include additional information, data, sketches and the like on separate sheets as necessary; limit sheet size to 8-1/2 by 11 inches if possible. RFIs without all required information may be returned without action to the Contractor for resubmittal. Resubmittal in accordance with the specified requirements shall be the Contractors' responsibility.
  2. The Contractors own proposed form may be used, if in the Project Manager's judgment, it is equal to the form required by the District and it contains all pertinent information.
- J. In each request, include the following information, type or printed legibly in block letters with black ink:
  1. Project name as it appears on the Contract Documents
  2. Contractor's RFI identification number.
  3. Title of issue.
  4. Contract Document reference pertaining to the issue.
  5. Description of issue.
  6. Contractor's proposed written and graphic solution, Architect will determine if the proposal is in compliance with the Contract Documents and design intent of Project. Contractor's failure to make reasonable effort to propose realistic solutions may result in the Request for Information being returned with no action.
  7. Date of submission to Architect.
  8. Date that response is needed to avoid impact to Construction schedule and cost. Time for response shall be reasonable to allow for processing and review, research, and written response by the appropriate party.
  9. Urgency (normal or high).
  10. Justification for high urgency.
  11. Contractors' name and the printed name and signature of Contractors' representative responsible for issuance of request.
  12. Name (individual and company) of responsible for originating RFI and his or her relationship to the Contractor.
  13. Photographic image of condition. Furnish digital image if possible.
  14. Photocopy of Contract Documents or sketch of condition (with dimensions) that pertains to this issue.
- K. Limit each RFI to a single subject or issue. RFIs with multiple subject or issues may be returned to the Contractor without response. Resubmittal in accordance with the specified requirements shall be the Contractor's responsibility.
- L. Transmit each RFI to the District Project Manager as necessary to expedite the Project and to allow adequate time for review without delay to the Work. Do not transmit RFIs directly to the Architect, Architect's Consultants, or others.

- M. RFIs that do not meet the requirements of this Section will be returned to the Contractor with an explanation for its return.
- N. Inappropriate RFIs, as described hereinafter, will be returned to the Contractor with an explanation for its return but without further action:
  - 1. RFIs that are received by the Architect from an entity other than the Contractor (such as a Subcontractor, Sub-subcontractor, supplier or others.)
  - 2. RFIs that transmit or contain a request for a substitution.
  - 3. RFIs that transmit or constitute a submittal.
  - 4. RFIs that are submitted without the Contractors' thorough review of the Contract Documents or in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or taken as an isolated portion of the Contract Documents in part rather than whole.
  - 5. RFIs that are submitted in an untimely manner without adequate coordination or scheduling of the Work or related trades.
  - 6. RFIs that are submitted as a proposed or requested Change Order or other Contract Modification.
  - 7. RFIs that do not constitute a good faith request for required information.
- O. Contractor shall be responsible for resubmittal of information contained in inappropriate RFIs in accordance with the requirements of the appropriate portion of the Contract Documents.
- P. If information requested by the Contractor in an RFI is apparent from field observations, is contained in the Contract Documents, or can be reasonably inferred from them, the Contractor shall be responsible to the District for all reasonable fees charged by the Architect for additional services required to furnish such information. The amount of such additional services will be deducted from the Contractor's next payment application by the District and those funds will be forwarded to the Architect as compensation.
- Q. The quantity of RFIs submittal by the Contractor shall not be the basis for any claim by the Contractor.
- R. Should the Contractor proceed with Work affect by an RFI issue before receipt of a written response from the Architect within the time described hereinbefore, that portion of the Work not performed in accordance with the requirements of the response shall be subject to the removal and replacement by the Contractor at no increase in Contract Sum or Contract Time.
- S. Maintain a current and accurate Request for Information Log as follows:
  - 1. For each RFI, include the RFI number, subject matter, date submitted, date returned. Maintain current status of each RFI at all times.
  - 2. Submit log weekly and as requested by Project Manager or Architect.
  - 3. Accurately maintain log for the duration of the Contract.

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

- A. Definition: An RFP is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and the Contract Time.

- B. Scope: An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by this Specification Section. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not. **Changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.**
- C. District Requested RFP: the Contractor shall furnish a proposal within fourteen (14) Calendar Days of the District's RFP. Upon approval of RFP, the District will issue a PCO directing the Contractor to proceed with the extra Work. If the parties do not agree on the price for an RFP, the District may issue a CCD. Upon receipt of CCD, the Contractor shall promptly proceed with the change of Work involved and concurrently respond to the District's CCD within seven (7) Calendar Days. The Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

#### 1.7 PROPOSED CHANGE ORDER (PCO) REQUEST

- A. Definition: A PCO is a written request prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change called for in an RFP or a claim pursuant to the General Conditions. **Changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.**
- B. Changes in Price: A PCO shall include breakdowns per this specification section to validate any change in Contract Price due to proposed change or claim.
- C. Changes in Time: A PCO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in the Construction Scheduling Specifications of these Contract Documents. Any changes in time will be granted only if there is an impact to the critical path. If contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting or claiming a delay.
- D. The Contractor may propose changes by submitting a Proposed Change Order (PCO form, see section 01340) to the District's Representative, describing the proposed change and its full effect on the Work. The Contractor shall include a statement describing the reason for the change and the effect on the Contract Sum and Contract Time with full documentation including detailed cost and schedule breakout, and a statement describing the effect on Work by separate or other the Contractors. Document any requested substitutions in accordance with the Contract Documents. Cost for Work in approved PCOs shall not be applied for by the Contractor or paid by the District until the PCOs are included in a Change Order (CO form, see section 01340)
- E. Cost Proposal and Procedures: Whenever the Contractor is required in this Section to prepare a Proposed Change Order form (PCO), and whenever the Contractor is entitled to submit a cost proposal and elects to do so, the Contractor shall prepare and submit to the District and the Architect for consideration a proposal using the PCO form found in the Contract Documents, or other similarly prepared form previously approved by the District. All cost proposals must contain detailed line-item backup with a complete breakdown of costs for credits, deducts and extras, which itemizes materials, labor, equipment, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Subcontractor quotes for any subcontractor tier submitted as lump sum or

without the required line-item breakdown will be rejected. After receipt of a proposal with a detailed breakdown, the District and the Architect will act promptly thereon.

1. If the District and the Architect approves a proposal, the PCO will be routed for Contractor signatures, the District Representative signatures, and the District signature.
2. If a proposal is not acceptable to the District or the Architect because it does not agree with costs and/or time included in the proposal, the District or the Architect will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except, as otherwise provided in this Section, the Contractor shall have five Calendar Days in which to respond to the District with a revised proposal.
3. When necessity to proceed with a change does not allow the District sufficient time to conduct a proper cost and schedule analysis of a proposal (or revised proposal), the District may direct the Contractor to proceed on a basis to be determined at earliest practical date. In this event, the value of the Change, with corresponding equitable adjustment to Contract, shall not be more than the increase or less than the decrease initially proposed.

## 1.8 CHANGE ORDERS (“CO”)

A Change Order is a written instrument prepared by the Architect and signed by the District (as authorized by the District’s Governing Board), the Contractor, the Architect, and the DSA (if necessary), stating their agreement upon all of the following:

- A. A description of 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.
- D. Change Order Forms: Whether or not noted on the executed form of Change Order, all Change Orders approved by the District are deemed to include and incorporate the following provision:

“The adjustment of the Contract Price and the Contract Time for the changes noted in a Change Order (the “Changes”) represents the full and complete adjustment of the Contract Price and the Contract Time due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative costs (including without limitation, home office, field office, and Site General Conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences or hindrances in providing and completing the Changes. (iv) and the removal of any cost of insurance as it relates to what is provided under the OCIP. The Contractor waives all rights, including without limitation, those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of a Change Order or the performance and completion of the Changes.”
- E. Correlation of Other Items
  1. Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown on the Change Order prior to the last day of the next monthly pay period.
  2. Within seven (7) days, Contractor shall promptly revise Progress schedules, look ahead schedules, and the Contractors Master Schedule to reflect any Change in Contract Time, revise sub schedules to adjust times for other items of work affected by the change and



resubmit to the District for review and approval. The Contractors shall not make changes to tasks in any schedule not impacted by the Change.

3. Contractor is responsible to promptly enter Changes in Project Record Documents.

F. All Changes:

1. Documentation of Change in Contract Sum and Contract Time:
  - a. Contractor shall maintain detailed records of all Work performed on a time-and-material basis.
  - b. Contractor shall document each proposal for a change in cost or time with sufficient data to allow detailed line item evaluation and analysis of the proposal.
  - c. Contractor shall, on request, provide additional data to support computations for:
    - i) Quantities of products, materials, labor and equipment.
    - ii) Taxes, auto insurance, and bonds.
      - a) Costs associated with the onsite work under general liability, workers compensation, pollution liability and builders' risks shall not be allowed; unless approved by the District.
    - iii) Overhead and profit.
    - iv) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any. Justification for change shall comply with Construction Scheduling Section 01310.
    - v) Credit for deletions from Contract, similarly documented.
  - d. Contractor shall support each claim for additional costs and for Work performed under Force Account with additional information including:
    - i) Credit for deletions from Contract, similarly documented.
    - ii) Origin and date of claim.
    - iii) Dates and times Work was performed and by whom.
    - iv) Time records and wage rates paid.
    - v) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

G. COST OF CHANGE ORDERS

1. It is the responsibility of the Contractor to notify the District within five Calendar Days if there is a cost change related to a change in the Work. Notification beyond this time limit may result in future claims being time barred.
2. Within seven (7) Calendar days after a request is made for a change that impacts the Contract Sum, the critical path, or the Contract Time, the Contractor shall provide the District and the Architect, with a written estimate of 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, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Directive.

3. District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Directives from time to time during the progress of the Project, contract sum being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material" basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.
4. The amount of the increase or decrease in the Contract Price 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. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit a properly formatted claim per the General Conditions and this Specification Section. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);
  - b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
  - c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under this Specification Section; or
  - d. By cost of material and labor and percentage of overhead and profit. (Force Account)

#### H. COST DETERMINATION

1. Total cost of extra Work or of Work omitted shall be the sum of construction labor costs, material costs, equipment rental costs, as defined herein plus overhead and profit as allowed herein and by the General Conditions. This limit applies in all cases of claims for extra Work, whether calculating cost proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. The Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against the District, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
2. Application of Overhead and Profit: (Overhead shall be as defined in this Specification Section.)
  - a. Total overhead and profit on labor for extra Work shall not exceed 15 percent.
  - b. Total overhead and profit on materials for extra Work shall not exceed 15 percent.
  - c. Total overhead and profit on equipment for extra Work shall not exceed 10 percent.
  - d. When extra Work is performed by a first tier Subcontractor the Contractor shall receive a 5 percent markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
  - e. When extra Work is performed by a lower tier Subcontractor, the Contractor shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs of

- extra Work. First tier Subcontractors and lower tier Subcontractors shall divide the 15 percent markup as mutually agreed.
- f. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the direct cost, notwithstanding the actual number of contract tiers.
  - g. On proposals covering both increases and decreases in Contract Sum, overhead and profit shall be allowed on the net increase only as determined in paragraph 1.5 above. When the net difference is a deduction, no percentage for overhead and profit shall be allowed, but rather the deduction shall apply.
  - h. No markup will be allowed on permits, fees, insurance, and bonds.
- I. Taxes: All State sales and use taxes, Contra Costa County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
- J. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all the Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. The Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to the General Conditions no later than 30 Calendar Days of the Contractor's first written notice of its intent to reserve rights.
- K. COST BREAKDOWN
- 1. Labor: The Contractor will be paid cost of labor for workers (not including the project superintendent, or forepersons unless forepersons work greater than 50% of the time and then only when authorized by the District), used in actual and direct performance of extra Work. Labor rate, whether employer is the Contractor, Subcontractor or other forces, will be sum of following:
    - a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
    - b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages such as taxes. Worker's compensation is provided under the OCIP however if contractor or its subcontractors are excluded from the OCIP; it shall include cost of worker's compensation insurance in its cost of labor. Such labor surcharge shall not exceed that set forth in the Prevailing Wage schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
    - c. If agreement cannot be reached between the District and Contractor, or its subcontractors regarding labor productivity rates then Saylor Publications Current Construction Costs, which is in effect on date upon which extra work is performed, and which is incorporated herein by reference, shall be used to determine rates and surcharges. Unless accepted in writing by the District's Representatives, other manuals, including NECA (National Electrical Contractors Association) manual,

shall NOT be used as a basis to determine labor rates, labor productivity rates, labor surcharges, or any other costs.

2. Material: Only materials furnished and installed in the Work by the Contractor and necessarily used in performance of extra Work will be paid for. The Contractor and any and all subcontractors will submit proof of material cost satisfactory to the District when requested. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
  - a. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to the District notwithstanding fact that such discount may not have been taken.
  - b. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
  - c. If cost of a material is, in opinion of the District, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Specification Section.

Unless accepted in writing by the District's Representative, NECA (National Electrical Contractors Association) manual shall NOT be used as a basis to determine any material costs.
3. Equipment Rental: For the Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
  - a. If there is no applicable rate for an item of equipment, then payment shall be made for the Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
  - b. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by the District.
  - c. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates.
  - d. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$250 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor.
  - e. Rental time will not be allowed while equipment is inoperative due to breakdowns.

- f. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by the District. The following shall be used in computing rental time of equipment:
    - i) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
    - ii) When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
  - g. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
    - i) District will pay for costs of loading and unloading equipment.
    - ii) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
    - iii) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
    - iv) District will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
  - h. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which the District directs the Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and the District's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
4. Work Performed by Special Forces or Other Special Services: When the District, the Architect and the Contractor by agreement, determine that special service or item of extra Work cannot be performed by forces of the Contractor or those of any Subcontractors, service or extra Work item may be performed by specialists. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of the special service industry to provide complete itemization. In those instances wherein the Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. The District must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in this Section, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

**L. FORCE-ACCOUNT WORK**

- 1. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed

at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by the District. The cost for Force-Account Work shall be determined pursuant to this Specification Section.

2. Force-Account Work shall be used when it is not either possible or practical to price the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between the District and the Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. The District may approve other uses of Force-Account Work.
3. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, the Contractor shall report to the District each Business Day in writing in detail amount and cost of labor, equipment, and material used, and any other expense incurred in Force-Account Work on the preceding day, by using a preapproved cost proposal form. No claim for compensation for Force-Account Work will be allowed unless report shall have been made and acknowledged by the District.
4. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, the Contractor shall report to the District when 75 percent of the NTE amount has been expended.
5. RECORDS AND CERTIFICATION
  - a. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in preapproved cost proposal form. The Contractor or authorized representative shall complete and sign form each Day and submit to the District Representative for review and approval. The Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.
  - b. No payment for Force-Account Work shall be made until the Contractor submits original invoices substantiating materials and equipment charges.
  - c. District shall have the right to audit all records in possession of the Contractor relating to activities covered by the Contractor's claims for modification of Contract, including Force-Account Work and CCD Work.
  - d. Further, the District will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of the Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If the Contractor is a joint venture, right of the District shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of the Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the General Condition of Contract.
6. Force-Account Work shall be paid as extra Work under this Section. Methods of determining payment for Work and materials provided in this paragraph shall not apply to performance of Work or furnishings of material that, in judgment of the District, may

properly be classified under items for which prices are otherwise established in Contract Documents.

a. Basis for Establishing Costs.

i) 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.

a) Worker's compensation is provided under the OCIP however if contractor or its subcontractors are excluded from the OCIP; it shall include cost of worker's compensation insurance in its costs.

ii) 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 District 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 District.

iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

b. Other Items. The District 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 request for payment.

c. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the PCO. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

d. Overhead and Profit. Overhead and profit is defined and shall be applied as in this Specification Section.

M. DISTRICT-FURNISHED MATERIALS

1. District reserves right to furnish materials, as it deems advisable, and the Contractor shall have no claims for costs and overhead and profit on such materials.

N. OVERHEAD DEFINED

1. The following includes, but is not limited to, costs that are deemed included in overhead for all Contract Modifications, including COs, Force-Account Work or CCD Work, whether incurred by the Contractor, Subcontractors, or suppliers, and the Contractor shall not invoice or receive payment for these costs separately:

a. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings.

- b. Routine field inspection of Work proposed.
- c. General Superintendence, including Site Superintendent, Project Engineers, Project Management or Construction Management services provided by the Contractor.
- d. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary.
- e. Computer services.
- f. Reproduction services.
- g. Salaries of, superintendent, foremen, timekeeper, storekeeper and secretaries
- h. Janitorial services
- i. Temporary on Site facilities, including for any extended periods of Contract Time:
  - i) Offices
  - ii) Telephones
  - iii) Plumbing
  - iv) Electrical: Power, lighting, etc.
  - v) Platforms
  - vi) Fencing, barricades, signage, etc.
  - vii) Water
- 2. Home office expenses
- 3. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
- 4. Surveying
- 5. Estimating
- 6. Protection of Work
- 7. Handling and disposal fees
- 8. Final cleanup
- 9. Small tools
- 10. Warranty
- 11. All Contract General Conditions
- 12. Other incidental Work
- O. Deductive Change Orders: All deductive Change Order(s) shall be prepared in the same manner as additive change orders using the same forms and formulas, with negative numbers. Overhead and profit will be neither added nor deducted when calculating deductive changes.
- P. 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.

- Q. Accounting Records: With respect to portions of the Work performed by COs and Construction Change Directives on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.
- R. Notice Required: If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the General Conditions of these Contract Documents. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a CO.
- S. Applicability to Subcontractors: Any requirements under this Section shall be equally applicable to COs or Construction Change Directives issued to Subcontractors by the Contractor to the same extent required by the Contractor.
- T. Alteration to Change Order Language: Contractor shall not alter or reserve time in Change Orders or Construction Change Directives. Contractor shall execute finalized Change Orders and proceed with the Work. If Contractor intends to reserve time, without an approved CPM schedule prepared pursuant to the Construction Scheduling Specification, the Contractor may be prosecuted pursuant to the False Claim Act.

## 1.9 CONSTRUCTION CHANGE DIRECTIVE

- A. Definition: A Construction Change Directive is a written order prepared by the District and signed by the Architect and District, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may, by Construction Change Directive and without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. In the case of a Construction Change Directive being issued, Contractor shall commence Work immediately or delays from failure to perform Construction Change Directive shall be the responsibility of Contractor. Any dispute as to the sum of Construction Change Directive or timing of payment, shall be resolved pursuant to the Disputes paragraphs of these Contract Documents. A Construction Change Directive shall be used in the absence of agreement on the terms of a CO. **Changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.**
- B. Construction Change Directives: If at any time the District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, the District may issue a CCD with a recommended cost and/or time adjustment.
  - 1. Upon receipt of CCD, the Contractor shall promptly proceed with the change of Work involved and concurrently respond to the District's CCD within 10 Calendar Days.
    - a. Contractor's response must be any one of following:
      - i) Return CCD signed, thereby accepting the District's response, time, and cost.

- ii) Submit a (revised if applicable) proposal with supporting documentation (if applicable, reference original proposal number followed by letter R1, R2, etc. for each revision.
      - iii) Give notice of intent to submit a Claim as described in the General Conditions, and submit its Claim with 30 Calendar Days.
    - b. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
      - i) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
      - ii) Unit prices stated in the Contract Documents or subsequently agreed upon.
      - iii) Force account.
      - iv) Cost to be determined in a manner agreed.
  - C. A CCD signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a PCO.
  - D. If the Contractor does not respond promptly, or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the District on the basis of published estimating guides, District or Architect estimating consultant analysis, or reasonable and historical expenditures and savings of those performing similar Work including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, the Contractor may file a Claim per General Conditions. The Contractor shall keep and present, in such form as the District may prescribe, an itemized accounting together with appropriate supporting data.
  - E. The amount of credit to be allowed by the Contractor for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect and the District. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 1.10** Responses: For all responses for which the Contract Documents, including without limitation this Section, do not provide a specific time period, recipients shall respond within a reasonable time.
- 1.11** Disputes: For all disputes arising from the procedures herein, the Contractor shall follow this Section and the Contract General Conditions.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01250**

## **SECTION 01290 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01250 – “Contract Modification Procedures”
- C. Section 01300 – “Labor Compliance Program”
- D. Section 01312 – “Project Meetings”
- E. Section 01330 – “Submittal Procedures”
- F. Section 01770 – “Contract Closeout Procedures”
- G. Section 01780 – “Project Record Documents”
- H. Divisions 2 through 33 Sections for Payment Procedures requirements for the work in those sections.

#### **1.3 SUMMARY**

- A. This Section includes descriptions of requirements and procedures for determining the quantity of Work performed during each pay period in project and the procedures for obtaining payment for Work performed.

#### **1.4 CONTRACT SUM**

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

#### **1.5 SCHEDULE OF VALUES**

- A. Within ten (10) calendar days of the award of the Contract, provide an Initial Schedule of Values (SOV) along with the Initial CPM Schedule per Section 01310. This initial SOV shall include detailed breakdown of the elements of work expected in the first 90 calendar days of the Contract.
- B. Submit the Master Schedule of Values for all activities and costs under the Contract. Coordinate activities with and submit this Master SOV at the same time as the master CPM Schedule required by Section 01310.
- C. The SOV shall include Contractor’s overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Proposal Item) and/or other financing, as well as general conditions costs, (e.g., Site cleanup and maintenance, temporary roads, access, signage off-Site access roads,

temporary power and lighting, security, and the like). These costs shall be prorated through all activities and all Phases of the Project so that the sum of all Schedule of Values line items equals the total Contract Sum.

- D. District, Architect, and Project Manager shall review the breakdown in conjunction with the Master Construction Schedule to ensure that the amounts listed in the Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by the District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.
- E. District will reject any attempt to increase the cost of early activities, i.e., “front loading,” resulting in a complete reallocation of moneys until such “front loading” is corrected. Repeated attempts at “front loading” may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.
- F. The Schedule of Values shall list line item costs for Project Closeout, Operations and Maintenance Manuals, Warranties, final test reports, and like items as required by this and other sections of the Contract Documents.
- G. Format and Content: Use the Project Manual Table of Contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project Identification on the Schedule of Values:
    - a. Project name and Campus;
    - b. Name of Architect;
    - c. District’s project number;
    - d. Contractor’s name and address;
    - e. Date of submittal.
  - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division;
    - b. Description of the Work;
    - c. Name of subcontractor;
    - d. Name of manufacturer or fabricator;
    - e. Name of supplier;
    - f. Change Orders (numbers) that affect value;
    - g. Dollar value:
      - i) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents, individual Specification Sections, and the Construction Schedule. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts. A line item for Bonds must be supported by the evidence of the Bond cost at the time of application for payment. Provide individual line items for operation and maintenance manuals, punch list activities, Project Record

Documents, Title 24 closeout, LEED commissioning (if applicable), and demonstration and training (if applicable). If the values for administrative close-out items are not realistic and supportable, the Schedule of Values will not be accepted.

3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
5. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Provide separate line item in the Schedule of Values for maintenance and updating of Project Record Documents as specified in Section 01780 (Project Record Documents).
7. Provide a separate line item for DSA verified report retention if this is a DSA approved project. See General Conditions.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
10. Schedule Updating: When Change Orders result in a change in the Contract Sum, include each Change Order as a new line item, with additional line items for detail if the change involves multiple subcontractors or significant Work in more than one Specification Section.

## **1.6 SUBCONTRACTOR LISTING**

- A. Within five (5) days of the award of the Contract, provide the name, address, telephone number, fax number, California State Contractors Board License number, and classification of all Subcontracts for parties furnishing labor, material, or equipment for the Project.

## **1.7 DISTRICT APPROVAL**

- A. The District shall review all submittals required above in a timely manner. All submittals must be approved by the District before becoming the supporting basis for any Contractor payment request.

## **1.8 PROGRESS PAYMENTS**

- A. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.
- B. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

- C. Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, G.F.R.C. panels and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:
1. No payment shall be made for materials stored off-site without the written approval of the District to be given or withheld in the District's sole discretion;
  2. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, but not limited to, recorded financing statements, UCC filings and UCC searches;
  3. With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;
  4. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
  5. Representatives of the District shall have the right to make inspections of the storage areas at any time; and
  6. Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.
- D. The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.
- E. No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct any error subsequent to any payment.

## **1.9 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided herein. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.
- B. The foregoing representations are subject to:
1. An evaluation of the Work for conformance with the Contract Documents;
  2. Results of subsequent tests and inspections;
  3. Minor deviations from the Contract Documents correctable prior to completion, and
  4. Specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

C. Progress Payment Procedures include the following:

1. *Pre-application Meeting.* On or before the 5<sup>th</sup> Day of each calendar month during the progress of the Work, Contractor shall attend a pre-Application meeting with District's Representatives, including the Architect, Project Manager and Project Inspector. Contractor shall provide a complete draft of the proposed Application for Payment for review. The Contractor shall revise and resubmit the draft Application for Payment, if required by District.
2. *Application for Progress Payment.* On or before the tenth (10th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following and as required by the specifications.
3. The Contractor shall submit Applications for Payment in the form pre-approved by the District, See Section 01340 ADMINISTRATIVE FORMS. Information shall include:
  - 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 under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
  - 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. Itemized breakdown of work done for the purpose of requesting partial payment;
  - f. Where the Work is separated into Phases, provide Applications for Payment showing values correlated with each Phase separately.
  - g. An updated Construction Schedule in conformance with the requirements of Section 01310, Construction scheduling.
  - h. All additions to and subtractions from the Contract Price and Contract Time;
  - i. A summary of the retentions held;
  - j. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require;
  - k. An updated Schedule of values showing percentage of completion of the Contractor's Work by line item.

D. Prerequisites for Progress Payments include the following:

1. The following items must be submitted and approved before the first payment request will be accepted for processing:
  - a. List of all subcontractors;
  - b. List of Contractor's staff assignments;
  - c. Installation of the Project signs and other required temporary facilities and controls, including field office(s) required by Section 01500;
  - d. Complete Schedule of Values;
  - e. Initial Construction Schedule, due within [5 edit] days after Notice to Proceed;

- f. Submittal Schedule;
  - g. Copies of any required permits;
  - h. Copies of authorizations and licenses from governing authorities, if required;
  - i. Surveyor qualifications if needed;
  - j. All bonds and insurance endorsements;
  - k. Other early submittals required by the Contract Documents.
- E. No payment requests will be processed unless Contractor has:
  - 1. Submitted copies of the Certified Payroll records for the Payment Request Work period.
  - 2. Provided an updated Construction Schedule.
  - 3. Provided an updated Schedule of Values.
  - 4. Provided all other payment request related items required by the Contract Documents.
- F. Payment requests that are not in compliance with the Contract Documents will be returned with no action taken.
- G. If Contractor is late submitting an Application for Payment, that Application may be processed at any time during the one-month period, but may result in processing of the Contractor's Application for Payment being delayed for more than a day-for-day basis. The District and its representative shall not be responsible for any such Payment being delayed due to late, incomplete, or inaccurate submission by the Contractor.
- H. Any payments made to Contractor where criteria set forth in the Contract Documents have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers and that Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination or other penalty.

#### **1.10 WARRANTY OF TITLE**

- A. The Contractor warrants title to all work. The Contractor further warrants that all work is 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.
- B. Failure to keep work free of liens, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.
- C. If a lien or stop notice of any nature should at any time be filed against the Work or any District property by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by District and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.
- D. If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.



**1.11 DECISIONS TO WITHHOLD PAYMENT**

- A. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:
1. Defective Work not remedied;
  2. Stop Notices served upon the District;
  3. Liquidated damages assessed against the Contractor;
  4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
  5. Damage to the District or other contractor;
  6. Unsatisfactory prosecution of the Work by the Contractor;
  7. Failure to store and properly secure materials;
  8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Directives, and verified reports;
  9. Failure of the Contractor to maintain record drawings;
  10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
  11. Unauthorized deviations from the Contract Documents;
  12. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
  13. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
  14. Failure to properly maintain or clean up the Site;
  15. Payments to indemnify, defend, or hold harmless the District;
  16. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
  17. Failure to submit an acceptable schedule in accordance with Section 01310;
  18. Failure to pay Subcontractor or suppliers as required herein;
  19. Failure to provide release from material suppliers or subcontractors when requested to do so.

**1.12 RE-ALLOCATION OF WITHHELD AMOUNTS**

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

- C. If Contractor defaults or neglects to carry out the Work in accordance with the contract documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies.
- D. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made therefore.

**1.13 PAYMENT AFTER CURE**

- A. When the grounds for declining approval are removed, 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.

**1.14 NONCONFORMING WORK**

- A. Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- B. If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

**1.15 SUBCONTRACTOR PAYMENTS**

- A. No later than ten (10) days after receipt, or pursuant to Business and Professions Code Section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**1.16 NO OBLIGATION OF DISTRICT FOR SUBCONTRACTOR PAYMENT**

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

**1.17 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE**

- A. An approved Request for Payment, a progress payment, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work not in accordance with the Contract Documents.

**1.18 JOINT CHECKS**

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

**1.19 NO WAIVER**

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

**1.20 FINAL PAYMENT**

- A. Contractor shall comply with requirements of Section 01770 Contract Closeout Procedures.
- B. Contractor shall maintain the presence of Project Superintendent and Project Manager until the Work is complete.
- C. Under no circumstances shall Contractor demobilize its forces prior to completion of the Final Punchlist. Upon receipt of Contractor's written notice that all of the Final Punchlist items have been fully completed and the Work is ready for final inspection and acceptance, Architect shall inspect the Work and shall submit to Contractor and District a final inspection report noting which work, if any, is required to be completed in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punchlist items not yet satisfactorily completed.
- D. Upon completion of the Work contained in the Final Inspection report, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District finds the Work contained in such Final Inspection report acceptable under the Contract Documents and, therefore, the Work fully completed, it shall notify Contractor, who may then submit to the Architect its final Application for Payment.
- E. Upon receipt and approval of such final Application for Payment, the Architect shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.
- F. The following conditions must be fulfilled prior to Final Payment:
  - 1. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

2. The Contractor shall have made all corrections to the Work required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District.
3. 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.
4. Contractor must have completed all requirements set forth in Section 01770 Contract Closeout Procedures.
5. Architect shall have reviewed and approved a Final Application for Payment.
6. The Contractor shall have completed final clean up as required by Section 01710 Cleaning Requirements.

#### **1.21 RETAINAGE**

- A. The retainage, less any amounts disputed by the District or which the District has the right to withhold, shall be paid:
  1. After approval by District and Architect of the Contractor's final Application for Payment;
  2. After satisfaction of all terms and conditions set forth in the Contract Documents, and
  3. After thirty-five (35) days after the acceptance of the Work by the District Governing Board and recording of the Notice of Completion by District.
- B. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code § 22300.

#### **1.22 SUBSTITUTION OF SECURITIES**

- A. The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

#### **1.23 ALLOWANCES**

- A. District will authorize and direct Contractor regarding provisions in this paragraph.
- B. Allowance Amount: as listed in Section 01210 (Allowances).
- C. District shall determine in its sole discretion which costs, if any, it will authorize in writing to be paid from the Allowance. Generally, the Allowance will be used only for District-initiated changes in the Scope of Work.
- D. Costs for Allowance Work shall be determined as provided in Section 01250, Contract Modification Procedures.

#### **PART 2 – PRODUCTS (Not Used)**

#### **PART 3 – EXECUTION (Not Used)**

#### **END OF SECTION 01290**

## **SECTION 01300 - LABOR COMPLIANCE PROGRAM**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 0 and Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01290 – “Payment Procedures”
- C. Section 01770 – “Contract Closeout Procedures”
- D. Divisions 2 through 33 Sections for Labor Compliance Program requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor’s obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.
- B. Contractors and subcontractors performing work on District projects will be expected to adhere to the labor compliance provisions outlined in Division 2, Part 7, Chapter 1 of the California Labor Code §1720- 1861 including, but not limited to, the reporting of certified payroll, payment of prevailing wages and the employment of apprentices.

#### **1.4 LABOR COMPLIANCE PROGRAM REQUIREMENTS**

- A. California Labor Code Section 1770, et seq., and Education Code Section 17424 require that contractors on Public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.
  - 1. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code §1770, et seq., the District has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time 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 the contract. The prevailing wage determination can be accessed online at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Copies of the prevailing rate of per diem wages are also on file at the District office, which shall be made available to any interested party on request. Per diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.1 and as shown in the Director’s determination. For

apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes, when the term “per diem wages” is used herein it shall have the meaning as defined in the prevailing wage determination as published by the Director of the California Department of Industrial Relations and California Labor Code.

2. The contractor shall post at an appropriate conspicuous weatherproof point on the site of the project a copy of the prevailing wage determination published by the Director of the California Department of Industrial Relations which is applicable to the project and the Notice of Approval of the Labor Compliance Program.
3. There shall be paid to each worker of the contractor or any subcontractor, of any tier, engaged in the work, not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor, of any tier, and such worker. The contractor and subcontractors will be required to pay all workers on a weekly basis. Each worker needed to execute the work on the project shall also be paid travel and subsistence payments, as such travel and subsistence payments are defined in the prevailing wage determination published by the Director of the California Department of Industrial Relations.
4. Holiday and overtime work, when permitted by law, shall be paid for at the rate identified in the prevailing wage determination issued by the Director of the California Department of Industrial Relations. In accordance with Labor Code §1815, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
5. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for such work or craft in which such worker is employed by the contractor or by any subcontractor, of any tier, in connection with the work. Pursuant to California Labor Code §1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker in the addition to the penalties. The amount of forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the contractor’s mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages. The contractor’s previous record in meeting the prevailing wage obligations or the contractor’s willful failure to pay the correct rates of prevailing wages may influence the amount of penalty.
6. In accordance with Labor Code §1813, the contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

- B. California Labor Code Section 1776 requires contractors to keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records upon request.

1. Pursuant to California Labor Code §1776, the contractor and every subcontractor, of any tier, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per them wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the public works project. The payroll records shall be certified and submitted bi-weekly to the Labor Compliance Representative and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  2. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
  3. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations;
  4. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The contractor shall have ten (10) days in which to completely comply, subsequent to receipt of written notice specifying in what respects the contractor must comply herewith. Should noncompliance be evident after such 10-day period, the contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.
- C. California Labor Code Section 1777.5 requires contractors to employ registered apprentices on Public works projects.
1. Per California Labor Code §1777.5(e), the contractor and all subcontractors shall notify an approved training program that can supply apprentices to the area of the public works project. The contractor and subcontractors shall submit 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. Additionally, the contractor and subcontractors shall request, from the joint apprenticeship committee, dispatch of apprentices on the public works project using the state form DAS-142.
  2. All apprentices employed by the contractor to perform any of the work shall be paid the prevailing wages identified by the Director of the California Department of Industrial Relations. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Code §§3070, et seq., are eligible to be employed for the work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training or the standards established by the Division of Apprenticeship Standards.
  3. The ratio of work performed by apprentices to journeymen, who shall be employed in the work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour (1) of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. 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 site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the work. The contractor shall, however, 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 site of the Work. 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 apprentice for each five journeymen in a craft or trade classification. This article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than thirty thousand dollars (\$30,000).

4. The contractor or any subcontractor, of any tier, who performs any of the work by employment of 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 work, to which fund or funds other contractors in the area of the site of the work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices 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 such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractors shall provide proof of such contributions when requested, including checks, check stubs, receipts, or other records required to prove that all required payments were made.
5. In the event the contractor willfully fails to comply with the provisions of California Labor Code §1777.5, and pursuant to California Labor Code §1777.7, the contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the administrator of apprenticeship; and (ii) forfeit, as a civil penalty, one hundred dollars (\$100.00) and up to three hundred dollars (\$300.00) for each calendar day of noncompliance. The District shall withhold such amount from the contract price then due or to become due upon request of the Division of Apprenticeship Standards.

**END OF SECTION 01300**



## **SECTION 01305 - DELAY AND EXTENSIONS TO THE WORK**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01310 – “Construction Scheduling”
- C. Section 01311 – “Project Management and Coordination”
- D. Divisions 2 through 33 Sections for Delay and Extensions to the Work requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section includes administrative and procedural requirements for evaluation of excusable delays including delays due to abnormal or adverse weather conditions.

#### **1.4 DELAYS AND EXTENSIONS TO THE WORK**

- A. Contractor must complete all Work within the time specified in these Contract Documents. The Contractor will be granted an extension of time and will not be assessed liquidated damages or the cost of engineering and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set elsewhere in the Contract Documents, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include fire, floods, abnormal weather (as described below), and earthquakes, embargoes, changes made pursuant to the provisions of “Changes in work” elsewhere in the Contract Documents or acts or neglect of the District not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:
  - 1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent the delays and minimize the effects thereof; and
  - 2. That the Contractor notifies the District, Architect, Project Manager, and project Inspector in writing within five (5) days from the beginning of such delay, specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.
- B. No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the District documentary proof that he has diligently made every effort to obtain such materials from all known sources within reasonable distance of the work and further proof, in the form of schedule data as required in Section 01310 that the inability to obtain such materials as originally planned did in fact cause a delay in final completion of the Work which

could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to satisfaction of the District that such material could have been obtained only at exorbitant prices, taking into account the quantities involved and the usual practices in obtaining such quantities.

- C. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.
- D. No extensions of time will be granted for delay that have no measurable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of days lost on the critical path or controlling operations of the current approved Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.
- E. Within a reasonable period of time after the Contractor submits the notice of delay along with any other information required by this section, the District will determine whether an extension of time is justified and, if so, the number of days for the extension.

## 1.5 ABNORMAL OR ADVERSE WEATHER CONDITIONS

### A. WEATHER DAYS

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	[11]	July	[0]
February	[10]	August	[0]
March	[10]	September	[1]
April	[6]	October	[4]
May	[3]	November	[7]
June	[1]	December	[10]

- B. In addition, before a time extension may be granted for abnormal weather, Contractor must establish to District satisfaction that the rain either significantly impacted at least 75% of the planned work of the critical path operations for a particular day or prohibited at least five (5) hours of work on the critical path operations planned for that day.
- C. In the event that the project experiences favorable weather for a particular month (e.g. a number of actual rain days less than that allocated for allowable rain days per month), the cumulative float resulting from such favorable weather shall accrue to the project.
- D. Rain delay shall be only for the actual period of time established pursuant to full compliance with the above requirements.

- E. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, providing access roads that are stable under abnormal or adverse weather conditions, and covering work and material that could be affected adversely by weather. Failure to do so shall be cause for the District to not grant a time extension due to abnormal or adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- F. Abnormal weather may be a valid basis for a time extension under the Contract. The term “abnormal weather” is defined as the occurrence rain conditions that exceed the criteria set forth that cause impact to Contractor’s operations.
- G. Contractor shall employ reasonable methods to mitigate the impact of abnormal weather (i.e. dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

#### **1.6 ENTITLEMENT TO CLAIM FOR DELAY AND EXTENSIONS TO THE WORK**

- A. Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled at least one of the following three (3) requirements:
  - 1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
  - 2. The delay was caused solely by the District by District’s issuance of changes made pursuant to the provisions of “Changes in Work” elsewhere in these General Conditions or by acts of neglect of the district.
  - 3. The delay was unreasonable under the circumstances and not within the contemplation of the parties and/or the Contract Documents.
- B. It is expressly understood and agreed that delays caused by the District will be non-compensable when there are concurrent delays caused by the Contractor. Also, Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes weather days.
- C. In the event that the Contractor submits a claim for additional costs associated with overhead, the Contractor shall, within 60 calendar days of the District’s written request, submit to the District an audit examination and report performed by an independent Certified Public Accountant certifying the Contractor’s actual unanticipated overhead costs. The independent Certified Public Accountant’s audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor’s project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead;
  - 1. Are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31;

2. Are adequately supported by reliable documentation; and
  3. Related solely to the project under examination.
- D. Upon the District's written request, the Contractor shall make its financial records available for audit by the District for the purpose of verifying the actual rate of overhead specified in the audit submitted by the Contractor. The overhead specified in the audit, submitted by the Contractor, will be subject to review and approval by the District.

**PART 2 – PRODUCT (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01305**

## **SECTION 01310 - CONSTRUCTION SCHEDULING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01290 – “Payment Procedure”
- C. Section 01312 – “Project Meetings”
- D. Section 01330 – “Submittal Procedures”
- E. Section 01610 – “Basic Product Requirements”
- F. Section 01770 – “Contract Closeout Procedures”
- G. Divisions 2 through 33 Sections for Construction Scheduling requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section describes the requirements for Project construction schedules and reports.
- B. Development of schedules, cost loading of the schedule, and schedule updates, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling utilizing Primavera P6.
- C. All CPM schedules shall be cost loaded based on the Master Schedule of Values, as approved by District.
- D. **Contractor shall provide one (1) Primavera P6 licenses to be used by the on-site District Representative for the duration of the project.**

#### **1.4 FAILURE TO MEET SCHEDULING REQUIREMENTS**

- A. Failure of the Contractor to provide proper schedules as required by this Section is a material breach of the contract and grounds for termination pursuant to the General Conditions. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any progress payments or retention amounts otherwise payable to the Contractor.

#### **1.5 SCHEDULER'S QUALIFICATIONS**

- A. Contractor shall utilize experienced scheduling personnel qualified to use Primavera P6 Enterprise, current version scheduling software, or alternate software if approved by the District. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.

- B. Within five (5) days after bid opening, the apparent successful low bidder shall provide to District and Architect a written verification either that Contractor has the required personnel under its employ or that Contractor will employ a CPM scheduling consultant. This written verification shall include:
1. Name of the individual who will perform all required CPM scheduling tasks during the entire Project.
  2. Resume of the individual, to include description of similar, recent construction projects on which the individual has successfully created and updated computerized CPM schedules. Experience must include at least two projects of similar nature, scope and value not less than three-fourths the Contract Price of this Project.
  3. Contact persons for all referenced projects with current telephone and address information.
- C. District reserves right to accept or reject Contractor's scheduler, and right to reject them at any time.
- D. District also reserves right to refuse replacement of Contractor's scheduler if it believes such replacement will negatively affect the Project.

#### **1.6 CONSTRUCTION SCHEDULES, GENERAL**

- A. Upon Notice to Proceed, Contractor shall immediately commence development of initial and BASELINE CPM Schedules. Reference to Project Schedule shall pertain to the initial CPM schedule, BASELINE CPM schedule or an update of the BASELINE CPM Schedule as appropriate during the time period it is in affect during construction. When reference is made in the Contract Documents to a BASELINE CPM SCHEDULE, shall have the same meaning as an update to the BASELINE CPM SCHEDULE.
- B. All construction schedules shall be based on and incorporate all milestones and completion dates specified in the Contract Documents. See also Sections 01010, Summary of Work. Show in the schedule the sequence in which the Contractor proposes to perform the Work and dates on which the Contractor contemplates starting and completing all schedule activities. The scheduling of the entire project is required. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the Project shall also contribute in developing and maintaining an accurate Project Schedule. Provide a Project Schedule that is a forward planning as well as a project monitoring tool.
- C. Use the approved Project Schedule to measure the progress of the Work and to aid in evaluating time extensions.
- D. Make the master BASELINE CPM SCHEDULE cost loaded and resource loaded.
- E. The schedule will provide the basis for all progress payments. If the Contractor fails to submit any schedule within the time prescribed, the District may withhold approval of progress payments until the Contractor submits the required schedule.
- F. Provide a Schedule Status Report on at least a monthly basis. If, in the opinion of the District, the Contractor falls behind the approved schedule, the Contractor shall take all steps necessary to improve its progress including those that may be required by the Architect or Project Manager, without additional cost to the District. In this circumstance, the District may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of

- construction plant, and to submit for approval any supplementary schedule or schedules as the District deems necessary to demonstrate how the approved rate of progress will be regained.
- G. Failure of the Contractor to comply with the requirements of the District shall be grounds for a determination that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract Documents. Upon making this determination, the District may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of the Contract.
- H. NOT USED
- I. No Project Schedule shall exceed time limits set forth in the Contract Documents. Failure to submit a schedule, or submittal of a Project Schedule which shows completion of the Work beyond the specified completion date shall be deemed a material breach by the Contractor.
- J. All Project Schedules must indicate the beginning and completion of all Work and shall use the "Critical path Method" for the value reporting, planning and scheduling of all Work required under the Contract Documents.
- K. Overall time of completion between the Notice to Proceed and Substantial Completion to Final Completion shown on any Project Schedule shall adhere to completion times as stated in the Construction Agreement, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.
1. District is not required to accept an advanced schedule, i.e., one that shows early completion dates for the Work or any Phase of the Work.
  2. In the event agreement is reached between Contractor and District on an advanced schedule, Contractor shall not be entitled to extra compensation if Contractor completes its Work, for whatever reason (excepting approved changes with added time components) beyond completion date(s) shown in any approved advanced schedule but within the originally specified completion dates.
  3. Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by District.
  4. Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.
- L. Float Ownership: Neither the District nor the Contractor owns float. The Project owns the float. As such, liability for delay of the Substantial Completion Date(s) rests with the party whose actions, last in time, actually cause delay to the Substantial Completion Date(s).
1. For example, if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion Date.
  2. Party A would not be responsible for the time since it did not consume the entire float and additional float remained; therefore, the Substantial Completion Date was unaffected.
- M. The District may disapprove of any construction schedule or require modification to it if, in the opinion of the Architect or District, adherence to the construction schedule will not cause the Work to be completed in accordance with the Agreement.

- N. Use Primavera P6, compatible with Windows operating system for creation and updates of all required construction schedules. Contractor shall provide digital schedule P6 XER files to District on CD at times requested by District.
- O. Transmit construction schedule files under form approved by District.

## **1.7 SCHEDULE FORMAT AND LEVEL OF DETAIL**

- A. All Work activity durations shall be in Workdays.
- B. The Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests associated with the changes.
- C. Responsibility for developing all Schedules and monitoring actual progress rests with Contractor. Schedules shall comply with following requirements:
  - 1. All Contractor, Subcontractor and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding and communication, as well as interface with other contractors.
  - 2. Activities related to the delivery of Contractor and District-furnished equipment to be Contractor installed per Contract shall be shown.
    - a. District-furnished District Installed materials and equipment, if any, shall be identified as separate activities.
  - 3. Show District and other agency activities that could impact progress. These activities include, but are not limited to: approvals, submittal reviews, environmental permit approvals by State regulators, inspections, utility tie-in, Owner Furnished Equipment (OFE) and Notice to Proceed (NTP) for Phasing requirements.
  - 4. All activities shall be identified through codes or other identification to indicate the phase of Work and Contractor/Subcontractor responsibility to which they pertain.
  - 5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in days, float, predecessor, and successor activities, planned workday/week for the activity, and scheduled/actual progress payments.
  - 6. Reasonable activity durations are those that allow the progress of ongoing activities to be accurately determined between update periods. Less than 2 percent of all non-procurement activities shall have durations greater than 20 workdays or 30 calendar days unless otherwise approved by District and Architect. Procurement activities are defined herein.
    - a. Procurement Activities
      - i) The schedule must include activities associated with the submittal, approval, procurement, fabrication and delivery of long lead materials, equipment, fabricated assemblies, and supplies. Long lead procurement activities are those with an anticipated procurement sequence of over 45 calendar days. A typical procurement sequence includes the string of activities: submit, approve, procure, fabricate, and deliver. Procurement of all contracts required material and equipment shall be identified as a separate activity.
      - ii) These activities shall not be cost loaded unless previously approved, at the District's sole discretion, by the District.



- b. Include time for fabrication and delivery of manufactured products for the Work.
- c. Show dependencies between procurement and related construction activity.
- 7. Activity durations shall be total number of actual work days required to perform that activity.
- 8. Provide activity coding to enable sorting by responsibility, location, phase of Work, Work Restriction, and CSI division. Assign activity codes to any activity or sequence of activities added to the Project Schedule as a result of a Change Orders, when approved by the District with a Change Order code. Integrate the code values to the Contractor's numbering system. An activity shall not have more than one Change Order code.
- 9. The start and completion dates of all items of Work, Work Phases, their major components, and milestone completion dates shall be included.
- 10. Mandatory Tasks. The following tasks must be included and properly scheduled. Items noted with "SOV item upon Approval only" shall include an amount in the cost loaded schedule and in the SOV:
  - a. Submission of mechanical/electrical/information systems (BIM) layout drawings. Submission, review and acceptance of DSA deferred approval packages. (SOV item upon Approval only)
  - b. Submission and approval of O & M manuals. (SOV item upon Approval only)
  - c. Submission and approval of as-built drawings. (SOV item upon Approval only)
  - d. Submission and approval of installed equipment lists. (SOV item upon Approval only)
  - e. Submission and approval of testing and air balance (TAB) if applicable. (SOV item upon Approval only)
  - f. Submission of TAB specialist design review report if applicable.
  - g. Submission and approval of fire protection specialist if applicable.
  - h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data if applicable.
  - i. Air and water balancing if applicable.
  - j. HVAC commissioning if applicable.
  - k. Controls testing plan submission if applicable.
  - l. Controls testing if applicable.
  - m. Performance Verification testing if applicable. (SOV item upon Approval only)
  - n. Other systems testing, if required.
  - o. Contractor's pre-final inspection.
  - p. Correction of punch list from Contractor's pre-final inspection. (SOV item upon Approval only)
  - q. District's pre-final inspection.
  - r. Correction of punch list from District's pre-final inspection. (SOV item upon Approval only)
  - s. Final inspection.
  - t. Allowances for normal weather and Campus non-work days

11. Dependencies (or relationships) between activities shall be shown.
12. Complete all activity descriptions, including what Work is to be accomplished, where, and when.
13. Include anticipated non-Work days, such as weekends, holidays, and/or other observances in the Schedule.
14. Provide activity coding to enable sorting by responsibility, location, phase of Work, Work Restriction, and CSI division. Assign activity codes to any activity or sequence of activities added to the Project Schedule as a result of a Change Orders, when approved by the District with a Change Order code. Integrate the code values to the Contractor's numbering system. An activity shall not have more than one Change Order code.
15. The start and completion dates of all items of Work, Work Phases, their major components, and milestone completion dates shall be included.
16. Contractor's Shop Drawing and Samples Submittal Schedule: As part of the BASELINE CPM SCHEDULE submittal, the Contractor shall prepare a separate schedule for review and approval by the Architect and the District, detailing the processing and approval of submittals and shop drawings for all Contract-required material and equipment. This schedule shall be extracted from the BASELINE CPM SCHEDULE. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
  - a. Include time for submittals, resubmittals, and reviews by District and DSA. Coordinate with accepted Project Schedule for submission of shop drawings, samples and other submittals.
  - b. Contractor shall be responsible for all impacts resulting from resubmittal of either shop drawings or any other required submittal.
17. Complete all activity descriptions, including what Work is to be accomplished, where, and when.
18. The costs associated with each Work activity shall be the total of labor, material, equipment, including overhead and profit of Contractor. The sum of the costs for all activities shall equal the total Contract value.
19. Include an identify code for each activity corresponding to either the Contractor or Subcontractor responsible for performing the Work.
20. Identify the Work activities that constitute the critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to seven (7) calendar days.
21. Include at least twenty (20) workdays for the combined durations of all activities related to developing punch list(s), completion of punch list items and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period. Refer to Section 01770, Contract Closeout Procedures for specific activities required.
22. Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which BASELINE CPM SCHEDULE was built.
  - a. Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead a statement certifying that Subcontractor concurs with

- Contractor's BASELINE CPM SCHEDULE, and that Subcontractor's related schedules have been incorporated.
- b. Subcontractor schedules shall be independently derived and not a copy or subset of the Contractor's BASELINE CPM SCHEDULE.
  - c. Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of BASELINE CPM SCHEDULE to District. District shall be permitted to attend scheduled meetings as an observer.
23. Submit a list of anticipated non-Work days, such as weekends, holidays, and/or other observances.
- D. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time. See Section 01305 (Delay and Extensions to the Work.)
- E. Failure by Contractor to include any element of Work required for performance of the Work on any Project schedule shall not excuse Contractor from completing all Work required within the Contract Time.
- F. Contractor shall schedule all deferred approval items and shop drawings in its schedules if appropriate. If Contractor fails to include deferred approval items and shop drawings in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.
- G. CPM Logic Requirements
- 1. The Project Schedule interval shall extend from NTP date to the required Contract Substantial and Final Completion dates. The Contract completion activity (End Project) shall finish based on the required contract duration in the Contract Documents, as adjusted for any approved contract time extensions. The first scheduled work period shall be the day after NTP is acknowledged by the Contractor. Schedule activities on a calendar to which the activity logically belongs. Activities may be assigned to a 7-day calendar when the contract assigns calendar day durations for the activity such as a District acceptance activity if the Contract Documents specify Calendar Days. If the Contractor intends to perform physical work less than seven days per week, schedule the associated activities on a calendar with non-work periods identified including weekends and holidays. Assign the Category of Work Code – Weather Sensitive Installation to those activities that are weather sensitive. Original durations must account for anticipated normal adverse weather. The District will interpret all work periods not identified as non-work periods on each calendar as meaning the Contractor intends to perform work during those periods.
  - 2. The Project Schedule shall start no earlier than the date on which the NTP was acknowledged. Include as the first activity in the Project Schedule an activity called "Start Project"(or NTP). The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero-day duration
  - 3. Project Schedule Constraints and Open-Ended Logic Constrain completion of the last activity in the Project schedule by the Contract Final Completion date. Schedule calculations shall result in a negative float when the calculated early finish date of the last activity is later than the Contract Final Completion date. Include as the last activity in the Project Schedule an activity called "End Project". The "End Project" activity shall have an

"LF" constraint date equal to the Contract Final Completion date for the Project, with a zero-day duration, or shall achieve the same result by using the "project must finish on" date in the scheduling software. The Project Schedule shall have no constrained dates other than those specified in the Contract. The use of artificial float constraints such as "zero fee float" or "zero total float" are prohibited unless the Contractor specifically requests preapproval and receives District approval of this constraint on an activity specific level. There shall only be 2 open ended activities: Start Project (or NTP) with no predecessor logic and End Project with no successor logic.

4. In the event the Initial CPM schedule or BASELINE CPM SCHEDULE calculates an early completion date of the last activity prior to the Contract Final Completion date, the Contractor shall identify those activities that it intends to accelerate and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. The last activity shall have a late finish constraint equal to the Contract Final Completion date and the schedule will calculate positive float. The District will not approve an early completion Project Schedule with zero float on the longest path. The District is under no obligation to accelerate activities for which it is responsible to support a proposed early contract completion.
5. Interim Completion Dates. Constrain contractually specified interim completion dates to show negative float when the calculated early finish date of the last activity in that phase is later than the specified interim completion date.
6. Start Phase. Include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and zero-day duration.
7. End Phase. Include as the last activity for a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" Constraint date equal to the specified completion date for that phase and a zero-day duration.
8. Phase "X" Hammock. Include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" hammock activity shall be logically tied to the earliest and latest activities in the phase.
9. Default Progress Data Disallowed. Do not automatically update Actual Start and Finish dates with default mechanisms that may be included in the scheduling software. Activity Actual Start (AS) and Actual Finish (AF) dates assigned during the updating process shall match those dates provided from Daily Reports. Failure of the Contractor to document the AS and AF dates on the Daily Report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's updated BASELINE CPM SCHEDULE and the inability of the District to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Disable program features which calculate one of these parameters from the other.
10. Other Logic Requirements:
  - a. Activities that have progressed before all preceding logic has been satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case basis subject to approval

by the District. Propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated Project Schedule. Correct out of sequence progress that continues for more than two update cycles by logic revision, as approved by the District.

- b. Lag durations contained in the project schedule shall not have a negative value. Do not use Start to Finish (SF) relationships.
  - c. Project Schedule calculations shall retain the logic between predecessors and successors even when the successor activity starts and the predecessor activity has not finished. Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied ("progress override") will not be allowed.
11. Milestones. The Project Schedules must include milestone activities for each significant project event including but not limited to: All phases, foundation/substructure construction complete; superstructure construction complete; building dry-in or enclosure complete to allow the initiation of finish activities; permanent power complete; and building systems commissioning complete (for each applicable phase of Work).

#### **1.8 INITIAL CRITICAL PATH METHOD (CPM) SCHEDULE**

- A. Within ten (10) calendar days following Notice to Proceed, Contractor shall submit an Initial CPM Schedule along with an Initial Schedule of Values for District's approval.
- B. Within ten (10) calendar days following Notice to Proceed, Contractor shall submit a cost curve based on the Initial CPM Schedule and the Initial Schedule of Values, showing the cumulative estimated payments for all of the Work for the entire period of performance.
- C. District and Contractor shall meet to review and discuss the Initial CPM Schedule within five (5) working days after it has been submitted to District.
  - 1. District's review and comment on the Initial CPM schedule shall be limited to conformance with the Contract Documents (with Work phasing, sequencing, coordination, milestone requirements, and specified formatting and information requirements) and accepted CPM principals.
  - 2. Contractor shall make corrections to the Initial CPM Schedule as necessary to comply with Contract requirements and shall adjust the schedule to incorporate any missing information as requested by District. Contractor shall resubmit the Initial CPM Schedule if requested by District.
- D. Initial CPM Schedule must indicate detailed plan for the Work to be completed during the first sixty (60) days of the Contract, including details of planned mobilization of plant and equipment, the sequence of early operations, and the procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form through the Contract Substantial and Final Completion dates.
- E. Initial CPM Schedule shall be time-scaled.
- F. The accepted Schedule of Values will be used as basis for initial payments until acceptance of the BASELINE CPM SCHEDULE by District. Use of the Initial Schedule of Values for progress payments shall not exceed sixty (60) calendar days.
- H. If, during the first thirty (30) days after Notice-to-Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation (TIE) in accordance with the requirement of this Section. The TIE shall be based on the most current update of the initial CPM Schedule.

**1.9 BASELINE CPM SCHEDULE**

- A. Within fifteen (15) calendar days from approval of the Initial CPM Schedule, Contractor shall submit on P6 XER files a detailed BASELINE CPM SCHEDULE, including cost loading, presenting an orderly and realistic plan for completion of the Work, in conformance with requirements specified herein.
- B. Failure of the BASELINE CPM SCHEDULE to include any element of the Work or any inaccuracy in the BASELINE CPM SCHEDULE will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract.
- C. District's acceptance of the BASELINE CPM SCHEDULE shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.
- D. Contractor shall, within 10 calendar days from the Submittal of the BASELINE CPM SCHEDULE, shall meet with District to review the BASELINE CPM SCHEDULE submittal.
  - 1. Contractor shall have its Construction Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one-day period.
  - 2. District's review will be limited to submittal's conformance to Contract requirements. Review may also include:
    - a. Critical path method principles and tenets utilized
    - b. Clarifications of Contract Requirements
    - c. Directions to include activities and information missing from the submittal
    - d. Requests to Contractor to clarify its schedule
  - 3. Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

**1.10 ADJUSTMENTS TO THE BASELINE CPM SCHEDULE**

- A. Contractor shall revise the BASELINE CPM SCHEDULE submittal to address all review comments from the review meeting described above, and resubmit the BASELINE CPM SCHEDULE for District review and approval.
  - 1. District, within ten (10) days from date that Contractor submitted the revised BASELINE CPM SCHEDULE, will either:
    - a. Accept the BASELINE CPM SCHEDULE as submitted, or
    - b. Advise Contractor in writing to review any part or parts of the BASELINE CPM SCHEDULE which either do not meet Contract requirements, or are unsatisfactory for District to purposes of monitoring Project progress, resources, and status, or to evaluate monthly payment request by Contractor.
  - 2. District may accept the BASELINE CPM SCHEDULE with conditions that the first monthly update of the BASELINE CPM SCHEDULE will be revised to correct identified deficiencies.
  - 3. When the BASELINE CPM Schedule is accepted, it shall be considered the BASELINE CPM SCHEDULE, which will then be immediately updated to reflect the current status of the work.

4. District reserves right to require Contractor to adjust, add to, or clarify any portion of BASELINE CPM Schedule which may later be discovered to be insufficient for monitoring the Work or approving payment requests. No additional compensation will be due to the Contractor for any such adjustments, additions, or clarifications.
- B. Acceptance of Contractor's BASELINE CPM SCHEDULE by District will be based upon schedule's compliance with Contract requirements and accepted CPM principles.
  1. In assigning activity durations and proposing Work sequences, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the approved BASELINE CPM SCHEDULE.
  2. Upon submittal and District approval of any BASELINE CPM SCHEDULE Update, such updated schedule shall then be considered the "current" BASELINE CPM SCHEDULE.
  3. Submission of Contractor's BASELINE CPM SCHEDULE to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and executing the Work to comply with requirements of Contract Documents, including recovery from adverse effects such as delays resulting from ill-timed work.
- C. Submittal of the BASELINE CPM SCHEDULE, and subsequent Updates on P6 XER files shall be understood to be the Contractor's representation that the BASELINE CPM SCHEDULE meets all requirements of Contract Documents, and that the Work shall be executed in the sequence and within the time indicated on the schedule.
- D. Contractor shall distribute the BASELINE CPM SCHEDULE to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterhead to Contractor and transmitted to District for the Project record.

#### **1.11 BASELINE CPM SCHEDULE MONTHLY UPDATES**

- A. Following acceptance of Contractor's BASELINE CPM SCHEDULE, Contractor shall monitor the progress of Work and adjust the BASELINE CPM SCHEDULE each month to reflect actual progress, and to illustrate any anticipated changes to planned activities.
  1. Each BASELINE CPM SCHEDULE Update submitted by Contractor on P6 XER files shall be complete, including all information requested for the original BASELINE CPM SCHEDULE submittal.
  2. Each BASELINE CPM SCHEDULE Update submitted by Contractor shall continue to show all work activities including those already completed. Any completed activities shall accurately reflect "as built" information by indicating when Work activities were actually started and completed. Contractor shall warrant the accuracy of as-built information shown on each BASELINE CPM SCHEDULE Update.
- B. A meeting will be held within the first week of each month with the District and Project Inspector to review the BASELINE CPM SCHEDULE Update submittal and progress payment application for the previous month. Conduct periodic schedule update meetings for the purposes of reviewing the Contractor's proposed out of sequence corrections, determining causes for delay, correcting logic, maintaining schedule accuracy and determining earned value. Provide a computer with the scheduling software loaded and a projector during the meeting which allows all meeting participants to view the proposed BASELINE CPM SCHEDULE Update during the meeting. The meeting and resultant approvable BASELINE CPM SCHEDULE Update shall be a condition precedent to a formal submission of the BASELINE CPM SCHEDULE Update and to

the submission of an invoice for payment. The meeting will be a working interactive exchange which will allow the District and the Contractor the opportunity to review the BASELINE CPM SCHEDULE Update on a real time and interactive basis. The Contractor's authorized scheduling representative will organize, sort, filter and schedule the update as requested by the District. A rough draft of the proposed activity logic corrections and narrative report shall be provided to the District 48 hours in advance of the meeting.

1. At this monthly meeting, a minimum requirement for review shall be included, but not limited to the following items:
  - a. Percent complete of each Work activity
  - b. Time impact evaluations for Change Orders and Time Extension Requests, if any
  - c. Actual and anticipated Work activity sequence changes
  - d. Anticipated Work activity duration changes
  - e. Actual and anticipated Contractor delays
2. These meetings are a critical component of overall monthly BASELINE CPM SCHEDULE Update submittal and Contractor shall ensure appropriate personnel attend. At a minimum, Contractor's Project Engineer, General Superintendent, and Scheduler shall attend these meetings.
3. Status of Activities. Update information, including Actual Start Dates (AS), Actual Finish Dates (AF), Remaining Durations (RD), and Percent Complete shall be subject to the approval of the District at to the meeting. As a minimum, address the following items on an activity by activity basis during each progress meeting.
  - a. Start and Finish Dates. Accurately show the status of the AS and/or AF dates for each activity currently in-progress or completed since the last update. The District may allow an AF date to be assigned with the percent complete less than 100% to account for the value of work remaining but not restraining successor activities. Only assign AS dates when actual progress occurs on an activity.
  - b. Remaining Duration. Update the estimated RD for all incomplete activities independent of Percent Complete. Remaining Durations may exceed the activity original duration (OD) or may exceed the activity's prior update RD if the District considers the current OD or RD to be understated based on current progress, insufficient work crews actually manning the job, unrealistic OD or deficiencies that must be corrected that restrain successor activities.
  - c. Percent Complete. Update the percent complete for each activity started, based on the realistic assessment of earned value. Activities which are complete but for remaining minor punch list work, and which do not restrain the initiation of successor activities, may be declared 100 percent complete. To allow for proper schedule management, cost load the correction of punch list from District pre-final inspection activity(ies) for each phase not less than 1 percent of the total value of that phase, which activity(ies) may be declared 100 percent complete upon completion and correction of all punch list work identified during District's pre-final inspection(s).
  - d. Logic Changes. Specifically identify and discuss all logic changes pertaining to NTP on change orders, change orders to be incorporated into the BASELINE CPM



SCHEDULE Update, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, and other changes that have been made pursuant to contract provisions. The District will only approve logic revisions for the purpose of keeping the schedule valid in terms of its usefulness in calculating a realistic completion date, correcting erroneous logic ties, and accurately sequencing the work.

- e. Other Changes. Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, District activities, deliveries or work stoppages which make re-planning the work necessary.
  - f. Changes required to correct a BASELINE CPM SCHEDULE Update that does not represent the actual or planned prosecution and progress of the Work.
- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated BASELINE CPM SCHEDULE Update.
- D. Within five (5) workdays of receipt of above noted revised submittals, District will either accept or reject monthly BASELINE CPM SCHEDULE Update submittal.
- 1. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
  - 2. District and Architect will not review Contractor's application for payment if the updated monthly BASELINE CPM SCHEDULE Update is not provided and accepted by District.
- E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative, shall have the effect of amending or modifying in any way the Contract Substantial or Final Completion date or any phase completion dates, or of modifying or limiting in any way Contractor's obligations under this Contract.
- F. Updating the BASELINE CPM SCHEDULE to reflect actual progress shall not be considered revisions to the Project Schedule.
- G. To clarify any revisions to the BASELINE CPM SCHEDULE Update, the Contractor shall provide District with a written narrative explaining the reasons for each Work activity revision. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly BASELINE CPM SCHEDULE Update meeting.
- H. Schedule revisions shall not be incorporated into any BASELINE CPM SCHEDULE Update until the revisions have been reviewed and approved by District. District may request further information and justification for BASELINE CPM SCHEDULE revisions. Contractor shall, within three (3) days of any such District request, provide District with a complete written narrative response.
- I. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has three (3) work days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within three (3) work days of District's

written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.

- J. At District's discretion, the Contractor may be required to provide subcontractor(s) certifications of Work activity performance regarding any proposed BASELINE CPM SCHEDULE revisions affecting said subcontractor(s).

#### **1.12 WEEKLY LOOK AHEAD SCHEDULE**

- A. At each Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week schedule: one (1) week behind and two (2) week look ahead schedule that is based on and correlated by activity number in the current BASELINE CPM SCHEDULE Update. Provide a two week look ahead schedule in bar chart format, showing daily activities for that period.

#### **1.13 OTHER SCHEDULE RELATED REPORTS**

- A. Submit four (4) hard copies of the following reports with the Initial CPM Schedule, the Master CPM Schedule, and with each monthly update of the BASELINE CPM SCHEDULE:
  - 1. Two (2) activity-listing reports: one report sorted by activity number and one report by total float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, float, responsibility code and the logic relationship of activities.
  - 2. Schedule plots presenting time scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
  - 3. Monthly status report, to include:
    - a. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
    - b. Progress made on critical activities indicated on Project Schedule.
    - c. Explanations for any lack of work on critical path activities planned to be performed during last month.
    - d. Explanations for any schedule changes, including changes to logic or to activity durations.
    - e. List of critical activities scheduled to be performed next month.
    - f. Status of major material, and equipment procurement.
    - g. Any delays encountered during reporting period.
    - h. Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.
    - i. Status reports, and the information contained therein, shall not be construed by the Contractor as claims, notice of claims, notice of delay, or requests for changes or compensation.

- B. Furnish DISTRICT with digital files of all reports and BASELINE CPM SCHEDULE Updates on labeled CD ROM

#### **1.14 RECOVERY SCHEDULE**

- A. If any BASELINE CPM SCHEDULE Update shows that the Contract Substantial Completion date is five (5) calendar days beyond the Contract Substantial Completion date, the Contractor shall submit to District proposed schedule revisions to recover the lost time within seven (7) calendar days. As part of this Recovery Schedule submittal, the Contractor shall provide a written narrative for each schedule revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. Recovery Schedule revisions shall not be incorporated into any BASELINE CPM SCHEDULE Update until the revisions have been reviewed and approved by the District.
- C. If the Contractor's Recovery Schedule revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.10 H through J, above.
- D. If requested by District, Contractor shall provide revised schedules within ten (10) days if, at any time, the District consider the completion date to be in jeopardy because of activities that are behind schedule. The additional schedule shall include a new arrow or precedence diagram and schedule reports conforming to the requirements herein, designed to show how the Contractor intends to accomplish the Work to meet the completion date.
- E. The Contractor shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule.

#### **1.15 TIME IMPACTS EVALUATION (TIE) FOR CHANGE ORDERS AND OTHER POTENTIAL DELAYS**

- A. When Contractor is directed to proceed with changed Work, which the Contractor considers have a time impact, the Contractor shall prepare and submit, within seven (7) calendar days from the direction to proceed, a Time Impact Evaluation (TIE) which includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule, and how it impacts the current BASELINE CPM SCHEDULE and critical path. The Contractor is responsible for requesting time extensions based on the TIEs impact on the critical path. The diagram must correspond to the main sequences of Work activities in the current BASELINE CPM SCHEDULE, to enable District to evaluate time impact of changed work to the scheduled critical path.
- B. Contractor shall be required to comply with the above requirements for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of Time Impact Evaluations, and the process of incorporating them into the current schedule update. The Contractor shall provide District with 3 copies of each TIE.

- D. Once agreement between District and Contractor has been reached on a TIE, the Contract time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract time may be extended in an amount District allows, and the Contractor may submit a claim for additional time.
- E. If the Contractor does not submit a TIE within the required seven (7) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

#### **1.16 TIME EXTENSIONS**

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the currently updated BASELINE CPM SCHEDULE.
- B. Contractor shall not be granted an extension of time for failure to obtain necessary approvals for deferral approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations).
- C. No time extensions will be granted under this Contract for the cumulative effect of changes in the Work.
- D. District will not be obligated to consider any time extension request unless requirements of Contract Documents have been met.
- E. Failure of the Contractor to perform in accordance with the currently updated BASELINE CPM SCHEDULE Update shall not be excused because of submittal of a time extension request.
- F. Where an event for which District is responsible impacts the projected Contract Substantial Completion date of the Work, or any phase of the Work, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District caused time impact. The Contractor shall submit its mitigation plan to District within seven (7) calendar days from the date of discovery of said impact. The Contractor is responsible for the cost to prepare the mitigation plan.
- G. Contractor's failure to a request time extension, provide a TIE, or provide the required mitigation plan will result in Contractor waiving its right to both a time extension and to recovering any costs to mitigate the delay.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01310**

## **SECTION 01311 - PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01140 – “Work Restrictions”
- C. Section 01312 – “Project Meetings”
- D. Section 01330 – “Submittal Procedures”
- E. Section 01416 – “Special Procedures”
- F. Section 01505 – “Construction Waste Management”
- G. Section 01540 – “Site Security and Safety”
- H. Section 01770 – “Contract Closeout Procedures”
- I. Divisions 2 through 33 Sections for Project Management and Coordination requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section specifies the administrative requirements and includes descriptions of required Project Coordination for the work and all phases of Project including, but not limited to, the following:
  - 1. Coordination
  - 2. Pre-Construction Conference
  - 3. Project Meetings
  - 4. Pre-installation Conferences-Coordination
  - 5. Underground and Utilities Coordination
  - 6. Electrical and Mechanical Coordination
  - 7. Coordination with Work by District
  - 8. Special Meetings-Coordination
  - 9. Coordination of Contract Closeout

#### **1.4 COORDINATION**

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of Work, with provisions for accommodating items to be installed later and for accommodating items to be installed by other District Contractors.

- B. Resolve differences or disputes concerning coordination, interference, or extent of Work of the various Sections of the Specifications. Contractor's decisions if consistent with requirements of the Contract Documents shall be final.
- C. Coordinate completion and clean-up of Work of separate Sections in preparation for substantial Completion.
- D. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and effect on work of other sections.
- E. Coordinate sequence of Work to accommodate District occupancy as specified within the Contract Documents. Cooperate with District and District suppliers and/or contractors during move-in and occupancy of the completed Work at each Phase.
- F. Contractor shall coordinate construction operations and means and method of construction included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Coordinate structural, mechanical, and electrical elements prior to installation. All penetrations of structural elements must first receive approval of Architect and District. Rerouting of ductwork, piping, or conduit and resulting changes to other work caused by failure to coordinate beforehand is the responsibility of the Contractor and shall not be considered justification for either additional cost or time.
  - 2. Schedule construction operations in sequence required to obtain the best constructed results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 3. Coordinate installation of different components with other contractors or other trades to ensure maximum and appropriate accessibility for required maintenance, service, and repair. Where availability of space is limited, coordinate installation of different components to ensure maximum and appropriate performance and accessibility for required maintenance, service, operations, and repair of all components, and building systems.
  - 4. Make adequate provisions to accommodate items scheduled for later installation.
  - 5. The manner in which the Specifications are divided into Divisions and Sections is not intended to indicate division of work between trades nor indicate trade union or jurisdictional agreements. Requests for an increase in the Contract Price or Time for Work indicated in one area of the Specifications or Drawings that are not correlated with Work indicated in other areas of the Specifications or Drawings before Bidding will be denied by the District.
    - a. Assign and subcontract construction activities, and employ workers in a manner that will not risk jurisdictional disputes that could result in conflicts, delays, claims, or losses.

## **1.5 PRECONSTRUCTION CONFERENCE**

- A. The District will schedule a conference after Notice to Proceed and prior to the start of Work.
- B. Attendance Required: District representatives, Architect and consultants, DSA Project Inspector, District Representative, Contractor, certain Subcontractors as requested by the District and others as appropriate.

## **1.6 ADMINISTRATIVE COORDINATION**

- A. Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative coordination activities include, but are not limited to, the following:
  - 1. Preparation of and coordination of Contractor's CPM Schedules Preparation of the Schedule of Values and Master CPM Schedule
  - 2. Coordinate installation and removal of temporary facilities and controls
  - 3. Coordinate and delivery and processing of submittals, and samples
  - 4. Coordinate progress meetings, testing, and inspection
  - 5. Pre-installation conferences
  - 6. Mockups
  - 7. Startup and adjustment of systems
  - 8. Project closeout activities
- B. Project Documents Management and Exchange
  - 1. The Contractor, District, IOR, and Architect shall mutually utilize an internet based system for the exchange and tracking of Project documents. See Specification Section 01318, Document Management System.

## **1.7 PRE-INSTALLATION CONFERENCES AND COORDINATION**

- A. Contractor shall be responsible to convene pre-installation conferences as required by individual Section of the Specifications. Include all affected parties. Also refer to Section 01312 for additional Project Meetings and Coordination requirements.

## **1.8 COORDINATION OF THE WORK**

- A. Coordinate use of project space and sequence of installation of mechanical, electrical, structural, and other Work which is indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently for maximum and appropriate accessibility for other installations, for maintenance, service, operations, and for repairs.
- B. Contractor shall use large scale drawings, if their preparation is required as part of Work of these specifications, together with shop drawings and layout drawings of other affected sections of these specifications to check, to coordinate, and to integrate the Work of various sections to prevent interferences.
- C. Perform and complete checking and coordination before commencing construction in the affected areas.
- D. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of plumbing, fixtures, electrical fixtures, and fixtures and outlets with finish elements.

## **1.9 CONSERVATION**

- A. Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as District's property.

## **1.10 MEANS AND METHODS**

- A. Contractor is solely responsible for construction means, methods, techniques, sequences, and procedures for performing all Work.

## **1.11 COORDINATION KEY PERSONNEL NAMES**

- A. Contractor prior to starting construction operations shall submit a list of key personnel assignments, including Contractor's Project Manager, Superintendent, Assistant Superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cell telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Contractor shall submit (10) copies of key personnel list to the District.
  - 2. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times, and provide current list to the District.

## **1.12 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

- A. Contractor shall provide other administrative and supervisory personnel as required for proper performance of the Work.
  - 1. Include specific or dedicated personnel required for coordination of operations with other contractors.

## **1.13 COORDINATION WITH WORK BY DISTRICT**

- A. Coordinate service connections for District furnished and District installed equipment. Verify that service connections are correct sizes and in required locations.
- B. Coordinate support and anchorage for equipment furnished and installed by the District. Provide blocking and backing as shown or directed to facilitate installation of equipment by others.

## **1.14 DAILY CONSTRUCTION REPORTS**

On a daily basis, Contractor shall submit a daily activity report to DISTRICT for each workday, including weekends and holidays, when worked. Contractor shall develop the daily construction reports on a computer generated data-base capable of sorting daily Work, manpower and man-hours by Contractor, Subcontractor, area, sub area, and change order work. Upon request of DISTRICT, furnish computer disk of this database. Obtain DISTRICT's written approval of daily construction report data base format prior to implementation. Include in report:



1. Project name and Project number
2. Contractor's name and address
3. Weather, temperature and any unusual site conditions
4. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
5. Worker quantities for its own Work force and for Subcontractors of any tier.
6. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

**1.15 PERIODIC VERIFIED REPORTS**

- A. The Contractor shall complete and submit the Final Verified Report required by DSA In addition to other conditions precedent to Final Payment, the Contractor's completion and submission of the Final Verified Report is an express condition precedent to the District's obligation to make the Final Payment. In addition to completion and submission of the Final Verified Report, as a material obligation under the Contract Documents, the Contractor shall comply will all DSA requests for reports or other data relating to the Work, the status thereof or conformity of the Work to the Contract Documents.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01311**

## **SECTION 01312 - PROJECT MEETINGS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01140 – “Work Restrictions”
- C. Section 01400 – “Quality Control Requirements”
- D. Section 01500 – “Temporary Facilities and Control”
- E. Section 01770 – “Contract Closeout Procedures”
- F. Divisions 2 through 33 Sections for Project Meetings requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section specifies administrative requirements and provides descriptions of the required project meetings for the Work and all phases of the project. These meetings include, but not limited to, the following:
  - 1. Preconstruction Meeting
  - 2. Schedule Review Meetings
  - 3. Weekly Project Progress Meetings
  - 4. Progress Schedule and Application for Payment Meetings
  - 5. Special Meetings

#### **1.4 PRECONSTRUCTION CONFERENCE**

- A. District will schedule and conduct the Preconstruction Conference at a time and place to be determined.
- B. Contractor and all major subcontractors shall attend the Preconstruction Conference. This includes, but is not limited to, the following:
  - 1. Demolition Subcontractor
  - 2. Structural Steel Subcontractor
  - 3. Mechanical Subcontractor
  - 4. Electrical Subcontractor
  - 5. Plumbing Subcontractor
  - 6. Hazardous Material Abatement Subcontractor

C. Meeting agenda will include, but is not limited to, discussion of the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of Contractor's on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Initial Schedule
13. Schedule of Values
14. Schedule of Submittals
15. Project Directory
16. Emergency Contact List

**1.5 SCHEDULE OF VALUES and initial schedule MEETING**

- A. Contractor shall meet with District and Architect within 10 days of submittal of the initial Schedule of Values and Initial CPM Schedule to review and evaluate the Schedule of Values and the Initial CPM Schedule.

**1.6 SHOP DRAWINGS & SUBMITTALS SCHEDULE MEETING**

- A. Contractor shall meet with District and Architect within 10 days of submittal of the draft Shop Drawings and Submittals Schedule to review and evaluate the Shop Drawings and Submittals Schedule.

**1.7 WEEKLY PROGRESS MEETINGS**

- A. Weekly Progress Meetings will be scheduled throughout duration of Work and all phases of the project at a time acceptable to the District. Progress meetings will be held weekly, unless otherwise directed by District.
1. Meetings shall be held at Project Manager's on-site office trailer unless otherwise directed by the District.
  2. The District Representative will record meeting notes of the Weekly Progress Meeting. Within 3 working Days after the meeting, the District Representative will distribute minutes to District via e-mail, and to those affected by decisions made at the meeting. Attendees can either submit comments or additions to the minutes within 3 working days. The minutes will constitute a final documentation of the results of meeting.
- B. Progress meetings shall be attended by the Contractor's project manager, project engineer, and job superintendent, District Representative, Architect and Engineers, the Inspector of Record, and others as appropriate to agenda topics for each meeting.

- C. Agenda: The previous week meeting minutes will be used as the agenda for the subsequent meeting, with new business discuss for each agenda item.

## **1.8 BILLING MEETINGS**

- A. See Section 01290, Payment Procedures.

## **1.9 SPECIAL MEETINGS**

- A. Contractor or District may call special meetings by notifying the desired participants. Notify District no less than 5 workdays in advance, and provide the reason for the meeting. Special meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of Work, District shall have authority to require Contractor to attend a meeting with any or all of the Subcontractors engaged in the Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.
- C. Contractor shall schedule and conduct his own periodic coordination meetings as necessary to discharge coordination responsibilities.
- D. Contractor shall give District five workday's written notice of his coordination meetings. Contractors shall maintain and distribute minutes of coordination meetings to District. Attendees shall have three workdays to submit comments or additions to minutes. Minutes will constitute final documentation of results of coordination meetings.

## **1.10 GUARANTEES/WARRANTIES, BONDS, AND SERVICE & MAINTENANCE CONTRACTS REVIEW MEETING**

- A. Ten Months following date of final acceptance/completion, Contractor to hold a meeting to review guarantees/warranties, bonds, and service maintenance contracts for materials and equipment. Implement repair or replacement of defective items, and extend service and maintenance contracts, as desired by District.
- B. Attending shall be:
  - 1. District Representatives
  - 2. Architect and Architect's consultants, as appropriate
  - 3. CCC-Buildings & Grounds Representatives
  - 4. Contractor
  - 5. Subcontractors, as appropriate
  - 6. Others, as appropriate

## **PART 2 – PRODUCTS (Not Used)**

## **PART 3 – EXECUTION (Not Used)**

## **END OF SECTION 01312**

## **SECTION 01330 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01140 – “Work Restrictions”
- C. Section 01290 – “Payment Procedures”
- D. Section 01310 – “Construction Scheduling”
- E. Section 01318 – “Document Management System”
- F. Section 01400 – “Quality Control Requirements”
- G. Section 01450 – “Mockup Requirements”
- H. Section 01770 – “Project Closeout Procedures”
- I. Section 01780 – “Project Record Documents”
- J. Section 01820 – “Demonstration and Training”
- K. Divisions 2 through 33 sections for Submittal Procedures requirements for the work in these sections

#### **1.3 SUMMARY**

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other Submittals.

#### **1.4 DEFINITIONS**

- A. Action Submittals, as used herein are written and/or graphic information that requires Architect and/or District responsive action. Submittals may be rejected for not complying with requirements. Prepare and submit Action Submittals as required by individual Specification Sections.
- B. Informational Submittals, as used herein are written and/or graphic information that does not require Architect responsive action. Submittals may be rejected for not complying with requirements. Prepare and submit Informational Submittals as required by individual Specification Sections.
- C. Manufactured, as used herein applies to standard units usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements.

- D. Submittal Descriptions. Submittals requirements are specified in the technical sections. Submittals are identified by description as follows:
1. Preconstruction Submittals, as used herein are submittals which are required following a Notice to Award and prior to commencing Work on Site. Examples include, but are not limited to:
    - a. Initial CPM Schedule
    - b. Submittal Log (listing submittal schedule, including shop drawings and samples)
    - c. Initial Schedule of Values
    - d. Safety Plan (For Information Only)
    - e. Waste Management Plan
    - f. Quality Control Plan
    - g. Others as required by the Contract Documents
  2. Shop Drawings, as used herein are drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, fabricators, suppliers, or distributors illustrating some portion of the Work, and include: 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.
    - a. 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. **However, changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.**
  3. Product data, as used herein are catalog cuts, 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. This includes samples of warranty language when the contract requires extended product warranties.
  4. 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 Architect 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.
  5. Design Data, as used herein are design calculations, mix designs, analyses or other data pertaining to a part of Work.
  6. Test Reports, as used herein, include:

- a. Reports signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)
- b. Reports which include findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.
- c. Reports which include findings of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.
- d. Investigation reports.
- e. Daily performance logs.
- f. Manufacturer or Installer checklists.
- g. Manufacturer's Factory or Field Reports, including documentation of the testing and verification actions taken by manufacturer at the factory or manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.
- h. Final acceptance test and operational test procedure.
7. Manufacturer's Instructions. Preprinted material describing installation of a product, system or material, including special notices, checklists, and Material Safety Data sheets concerning impedances, hazards and safety precautions.
8. Operation and Maintenance Data. Data that is furnished by the manufacturer or the system provider to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by District operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item. This data is intended to be incorporated in the Operations and Maintenance manual submittals.
9. Closeout Submittals. Documentation to record compliance with technical or administrative requirements in order to meet all requirements necessary to properly close out the Construction Contract. These include, but are not limited to:
  - a. Record Drawings
  - b. As-built drawings
  - c. Others as required by the Contract Documents.

## **1.5 PREPARATION AND FORMAT**

- A. Transmit each submittal, except sample installations and sample panels to the District in accordance with Section 01318 (Document Management System). If the District, the Architect, and the Contractor mutually agree, submittals from the Contractor may be transmitted to the District and the Architect at the same time. However, following review by the Architect-Engineer team, submittals shall be transmitted back to the District Construction Manager prior to further distribution.

- B. Transmit submittals with transmittal form prescribed by District and standard for the Project as described below.
1. On the transmittal form identify Contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample[s].
- C. Identifying Submittals. When submittals are provided by a Subcontractor, the Contractor shall prepare, review and stamp with Contractor's approval stamp all specified submittals prior to submitting for District approval. Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:
1. District Project Number and title.
  2. Construction contract number.
  3. Date of the drawings and revisions.
  4. Product identification and location in project.
  5. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other second tier Contractor associated with submittal.
  6. Section number of the specification section which requires the submittal.
  7. When a resubmission, add numeric revision suffix on submittal description, for example, submittal 18 would become 18R1, to indicate resubmission.
- D. Format for Shop Drawings
1. Submit electronic PDF documents only. Refer to Section 01318 (Document Management System) for electronic submittal requirements.
  2. Shop drawings are not to be less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless other form is required. Prepare drawings that will be submitted to Division of State Architect (DSA) noted as Deferred Approval in the bid drawings and specifications as mandated by DSA.
  3. Drawings are to be suitable for reproduction and be of a quality to produce clear, distinct lines and letters with dark lines on a white background.
  4. Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
  5. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."
  6. Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location adjacent to the title block. Place the District Project name and number in the margin, immediately below the title block, for each drawing.
  7. Reserve a blank space on the right hand side of each sheet for the Architect's disposition stamp.
  8. Dimension drawings, except diagrams and schematic drawings and prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.



9. Include the nameplate data, size and capacity on drawings. Also include applicable federal, military, industry and technical society publication references.

E. Format of Product Data and Manufacturer's Instructions

1. Refer to Section 01318 (Document Management System) for electronic submittal requirements.
2. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.
3. Indicate by prominent notation each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
4. Supplement product data with material prepared for Project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project, with information and format as required for submission of Certificates.
5. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on all product data. Also include applicable industry and technical society publication references. Should manufacturer's data require supplemental information for clarification, include such information in the submittal.
6. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance.
  - a. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the District Project Manager. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.
7. Collect required data submittals for each specific material, product, unit of work, or system into a single submittal and marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedition of construction effort.
8. Submit manufacturer's instructions prior to installation.

F. Format of Samples

1. Furnish samples in sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately same size as specified:
  - a. Sample of Equipment or Device: Full size.
  - b. Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.
  - c. Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.
  - d. Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.

- e. Sample of Non-Solid Materials: Pint. Examples of non-solid materials are sand and paint.
- f. Color Selection Samples: 2 by 4 inches. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.
- g. Sample Panel: 4 by 4 feet.
- h. Sample Installation: 100 square feet.
- 2. Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.
- 3. Reusable Samples: Incorporate returned samples into work only if so specified, indicated, or approved by Architect and District. Incorporated samples are to be in undamaged condition at time of use.
- 4. Recording of Sample Installation: Note and preserve the notation of area constituting sample installation but remove notation at final clean-up of project.
- G. Format of Design Data and Certificates.
  - 1. Refer to Section 01318 (Document Management System) for electronic submittal requirements.
  - 2. Provide design data and certificates on 8 1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages.
- H. Format of Test Reports and Manufacturer's Field Reports
  - 1. Refer to Section 01318 (Document Management System) for electronic submittal requirements.
  - 2. Provide reports on 8 1/2 by 11 inches paper in a complete bound volume.
  - 3. Indicate by prominent notation, each report in the submittal. Indicate specification number and paragraph number to which it pertains.
- I. Format of Operation and Maintenance Data shall comply with the requirements specified in Section 01785 "Operation and Maintenance Data" for O&M Data format.
- J. Format of Preconstruction Submittals and Closeout Submittals.
  - 1. When submittal includes a document which is to be used in Project or become part of Project Record, other than as a submittal, do not apply Contractor's approval stamp to document, but to a separate sheet accompanying document.
  - 2. Provide all dimensions in English units only.

## **1.6 QUANTITY OF SUBMITTALS**

- A. Number of Copies of Shop Drawings. Submit in compliance with the following requirements:
  - 1. Refer to Section 01318 (Document Management System) for electronic submittal requirements.
  - 2. Submittals that require local and State agency approval, shall conform with this Specification and the requirements of the local or State agency.

- B. Contractor shall receive one (1) reviewed electronic PDF file of the submittal. Contractor shall be responsible for providing copies to its subcontractors.
- C. Number of Copies of Product Data and Manufacturer's Instructions. Submit in compliance with quantity requirements specified for shop drawings.
- D. Number of Samples
  - 1. Submit three (3) sets of samples showing range of variation, of each required item. Two approved samples or sets of samples will be retained by District and one will be returned to Contractor.
  - 2. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
  - 3. When required by Contract Documents, provide one sample installation where directed by Architect or District.
- E. Number of Copies Design Data and Certificates. Submit in compliance with quantity requirements specified for shop drawings.
- F. Number of Copies Test Reports and Manufacturer's Field Reports. Submit in compliance with quantity and quality requirements specified for shop drawings.
- G. Number of Copies of Operation and Maintenance Data. Submit three (3) copies of O&M Data to the District Project Manager for review and approval.
- H. Number of Copies of Preconstruction Submittals and Closeout Submittals. Unless otherwise specified, submit as required for shop drawings.

## **1.7 SUBMITTALS, GENERAL**

- A. Contractor shall obtain and shall submit all required shop drawings, samples, technical data, and other submittals as required by the Contract Documents with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.
  - 1. As required by the Contract Documents, the Contractor shall obtain and submit with shop drawings all seismic and other calculations, and all product data from equipment manufacturers.
  - 2. No shop drawing submittals shall be reviewed until coordinated documents per paragraph 1.13.C.1.b and c have been submitted, reviewed and signed off by representatives of each of the sub-contractors.
- B. Prepare a complete Submittal Log and maintain it as the Work progresses. Submit the initial Submittal Log for approval by District at the same time as the Initial Schedule (See Section 01310 Construction Scheduling). Include the Contractor's anticipated submission dates and the approval needed dates (if approval is required).
  - 1. Re-submit submittal log and annotate monthly by the Contractor with actual submission and approval dates. When all items on the log have been fully approved, no further re-submittal is required.
  - 2. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Log."

3. Except as specified otherwise, allow review period of at least fifteen (15) working days for submittals requiring Architect or District approval. Period of review for submittals requiring approval begins when District receives submittal from Contractor.
  4. For submittals requiring review by fire protection engineer and/or DSA, allow review period, beginning when District receives submittal thirty (30) calendar days for return of submittal to the Contractor.
  5. Period of review for each resubmittal is the same as for initial submittal.
- C. The District may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.
  - D. Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.
  - E. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
  - F. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings, samples, product data and/or other required submittals submitted in accordance with the approved Submittal Log and Master Construction Schedule.
  - G. Each Subcontractor shall submit all shop drawings, samples, product data and other required submittals for the review by the District and the Architect through the Contractor.
  - H. By submitting shop drawings, samples, product data and other required submittals, the Contractor represents that it has determined and verified all materials, field measurements, 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, including the construction schedule.
  - I. Quality Control Certification. Stamp each sheet of each submittal with a quality control certifying statement, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only. When approving authority is Architect or District, Contractor shall certify submittals with the following certifying statement:

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated with contract Number [\_\_\_\_], is in compliance with the Contract Documents, does not constitute an unapproved substitution, deviation, or variation, can be installed in the allocated spaces, and is submitted for District approval.

I further certify that I have reviewed and approved the field dimensions and the construction criteria, and have also made written notation regarding any information in the shop drawings that does not fully conform to the Contract Documents. This submittal has been coordinated with all other submittals received to date, and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the Engineers on this project.

For the Contractor:

Certified by Submittal Reviewer \_\_\_\_\_, Date \_\_\_\_\_  
(Signature )

Certified by QC Manager \_\_\_\_\_, Date \_\_\_\_\_"  
(Signature)

- J. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review by either District or Architect. Mark each copy of each submittal to show which products and options are applicable.
- K. The submission of the shop drawings, samples, product data and other required submittals, shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution, per the requirements of the Contract Documents.
- L. Deviations from the Contract Documents
  - 1. Any deviations from the Contract Documents shall be fully described in a transmittal accompanying the shop drawings, samples, product data and other required submittals. However, such submittals shall not be used as a means of requesting a substitution, the procedure for which is defined elsewhere in the Contract Documents. **In addition, ALL deviations meeting the definition of DSA Construction Change Document Category A, per DSA IR A-6, are subject to DSA review and require submittal to and approval by DSA as a Construction Change Document. The Contractor shall be responsible for any delays or costs incurred due to Contractor requested or generated deviations requiring the preparation of a DSA Construction Change Document.**
  - 2. Architect and District approval is required for any proposed deviation from the accepted design which still complies with the Contract Documents before the Contractor is authorized to proceed with material acquisition or installation. If necessary to facilitate the project schedule, the Contractor and the Architect may discuss a submittal proposing a deviation with the District Project Manager prior to officially submitting it to the District. However, the District reserves the right to review the submittal before providing an opinion, if deemed necessary. In any case, the District will not formally agree to or provide a preliminary opinion on any deviation without either the Architect's approval or recommended approval.
  - 3. The District reserves the right to reject any deviation which may impact furniture, furnishings, equipment selections, and/or operations decisions that were made previously and based on the District reviewed and approved Project design.
  - 4. **Contractor is responsible for the dimensions and construction of work. Failure to point out deviations may result in the District requiring rejection and removal of such work at the Contractor's expense.**
  - 5. After submittals have been accepted by the Architect, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.
- M. Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper submittals in accordance with the Contract Documents.

- N. Any submission, which in Architect's opinion is incomplete, contains errors, or been superficially checked will be returned by the Architect without review for resubmission by the Contractor.
- O. Electronic copies of the stamped and signed Contract Documents will not be provided by District or Architect for Contractor's use unless:
  - 1. Contractor shall first request and obtain written approval from Architect prior to use of any Architect's CAD files, drawings, or other documents for submittal purposes.
  - 2. Contractor shall be responsible for all reproduction, printing, and delivery cost associated with the use of any requested drawings and/or CAD files.
  - 3. Contractor provides disclaimer letters to the Architect and District (15) working days in advance of any proposed use of Architect's documents and/or digital files. Such disclaimer letter shall be in a form acceptable to Architect and District.
  - 4. Contractor shall not reuse any Architect's documents and/or electronic files for submittal purposes without prior written approval.
- P. Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. The Contractor shall ensure Mechanical, Electrical, and Plumbing (MEP) sub-contractors provide coordinated and comprehensive submittals for all integrated systems. Multiple submittal packages will not be allowed and will be returned without review or action. No extension of Contract Time will be authorized due to incomplete or uncoordinated Contractor submittals.
    - a. Architect and District reserve the right to withhold action on, or return without review, a submittal requiring coordination with other submittals until all such related submittals are received. No extension of the Contract Time will be authorized.
    - b. Architect and District will return incomplete submittals to the Contractor without review. No extension of Contract Time will be authorized due to incomplete Contractor submittals.
- Q. Submittals Schedule: Comply with requirements in Section 01310 (Construction Scheduling) in planning for required submittals and relating them to scheduled construction activities.
  - 1. Initial Review: Allow ten (10) working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will, through the Construction or Project Manager, advise Contractor when a submittal review must be delayed for coordination reasons.
  - 2. Intermediate Review: If intermediate submittal review is necessary, process it in the same manner as an initial submittal.
  - 3. Re-submittal Review: Allow ten (10) working days for review of each re-submittal.
  - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, District, or other parties is indicated, allow fifteen (15) working days for initial review of each submittal.
  - 5. DSA Deferred Approvals Review: see paragraph 1.13 D.18 for detailed procedures

- R. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision(s).
  - 3. Cloud or otherwise highlight and call out **ALL** changes made in each re- submittal.
  - 4. Provide cover letter in each re-submittal, identifying all changes made in each re-submittal.
  - 5. Resubmit submittals until they are marked “No Exceptions Taken” or “Make Corrections Noted” by the Architect.
- S. After submittals have been accepted by the Architect, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

## **1.8 ARCHITECT’S REVIEW**

- A. Architect’s review is for general conformance with design concept only, and does not relieve Contractor in any way from compliance with Contract Documents, nor does it in any way constitute grounds for a Change Order. Contractor remains solely responsible for details and accuracy of all quantities and dimensions, and selection of fabrication and/or installation processes.
- B. The Architect’s review shall neither be construed as a complete check which relieves 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.
- C. The Architect’s review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in any required submittals, for proper fitting of the Work, coordination of the differing subcontractor trades, and Work which is not indicated on any submittal at the time of submission.
- D. In reviewing shop drawings, samples, product data and other required submittals, the Architect will not verify dimensions and field conditions.
- E. The Architect will review and approve shop drawings, samples, product data and other required submittals for aesthetics and for conformance with the design concept of the Work and the Contract Documents.
- F. Architect will review each submittal, make marks to indicate corrections or modifications required, and return it.
- G. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on either the submittals or the Contract Documents.
- H. Architect will not review submittals that do not bear Contractor’s approval stamp and Quality Control Certification Letter, and will return them to the Contractor without review.
- I. Architect will stamp each submittal appropriately to indicate action to be taken, as follows:
  - 1. Action Codes Permitting Use:

- a. When an action code permitting use is assigned to a submittal, it does not authorize work that does not comply with the requirements of the Contract Documents. Acceptance of the Work will depend on compliance.
  - b. Code AP - Approved: The Work covered by the submittal item may proceed, provided it complies with Contract Document requirements.
  - c. Code AN - Approved as Noted: The Work covered by the submittal item may proceed, provided it complies with the Architect's notations and Contract Document requirements.
  - d. Code AN-R - Approved as Noted - Resubmit: Do not deliver or install the related work until the resubmittal has received Code AP or AN. However, fabrication and other off-site work covered by the submittal item may proceed, at the Contractor's risk, provided it complies with the Architect's notations and Contract Document requirements.
2. Action Code Prohibiting Use:
  - a. Action Code REJ - Not Approved: The Work covered by the submittal item, including purchasing, fabrication, delivery, and other activity, shall not proceed. Revise the submittal item or prepare a new item in accordance with the Architect's notations. Resubmit the corrected or new item without delay; do not permit submittal items marked "Not Approved" to be used. Work incorporating such items will be rejected.
3. Action Code for Items Not Required:
  - a. Action Code X - Not Requested by Contract Documents: The submittal item is not called for by the Contract Documents and is being returned unreviewed by the Architect except to the extent necessary to determine its status.
- J. Informational Submittals: For Architect's information only. Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
  1. Action Code for Information Only:
    - a. Action Code INF - Information Only - Received: The submittal item is not called for a return with a reviewed action code by the Contract Documents and is being returned un-reviewed by the Architect except to the extent necessary to determine its status.
- J. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- K. Incomplete submittals are not acceptable, will be considered non-responsive, and will be returned without review.
- L. Architect will return without review or discard submittals received from sources other than the Contractor.
- M. Submittals not required by the Contract Documents may be returned by the Architect without action.



## 1.9 SUBMITTAL TRANSMITTAL REQUIREMENTS

- A. Submittal Transmittal shall be a PDF file in electronic format. It is recommended, to expedite the submittal review, the electronic form be **uploaded to EADOC** for review to the Architect as early as possible.
1. Submittal Numbering: See below.
  2. Contact Information: Full Name, Phone Number and Email Address.
- B. Submittal Definition
1. Each submittal consists of items from only ONE Specifications section.
  2. Complete Submittal: If ALL the items required by the Specifications section are listed on one Submittal Form (including continuation sheet), it is a complete submittal.
  3. Partial Submittals: If it is necessary to divide the required items of a given Specifications section into two or more submittals to meet schedule or handling requirements, the separate submittals are partial submittals. All partial submittals have the same submittal number, and are differentiated by sequential P-numbers (see below).
  4. All items in each submittal, whether complete or partial, will be processed together: Individual items will not be 'broken out' for special handling. Arrange submittals accordingly.
- C. Submittal Numbering
1. Number submittals as described below to assist tracking.
  2. Number each submittal in the format nnnnnn-nn.
    - a. The 6-digit number is the number of the section that requires the submittal. For example, 044200.
    - b. The 2-digit number is based on the numerical sequence of submittals from that section. In other words, for each section, the first submittal is 01, the second is 02, and so on. The 2-digit number does not change for partial or re-submittals, so that the submittal can be tracked.
    - c. P-Number for Partial Submittals: Number each partial submittal in the **P** space, beginning with P1, and increasing by one for each partial submittal of that submittal. If the submittal is a complete submittal, leave the P space blank.
    - d. R-Number for Re-submittals: Number each re-submittal in the **R** space, beginning with R1, and increasing by one for each re-submittal of that submittal. Do not include an R-Number for the initial submittal.
    - e. Examples:
      - 1) Initial Complete Submittal: 044200-01. First Re-Submittal: 044200-01-R1.
      - 2) Initial Partial Submittal: 044200-01-P1. Second Partial Submittal: 0044200-01-P2. First Re-submittal of Second Partial Submittal: 044200-R1-P2.

## 1.10 REJECTED SUBMITTALS

- A. Contractor shall make corrections required by the Architect and resubmit.

- B. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, he shall provide notice to the Architect and District.
- C. If changes are necessary to submittals, the Contractor shall make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

**1.11 NO EXCEPTIONS TAKEN OR MAKE CORRECTIONS NOTED SUBMITTALS**

- A. Acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for the satisfactory construction of all work.

**1.12 NO EXCEPTIONS TAKEN OR MAKE CORRECTIONS NOTED SAMPLES**

- A. Acceptance of a sample is only for the characteristics or use named in such acceptance and is not be construed to change or modify any contract requirements. Before submitting samples, the Contractor shall assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been accepted.
- B. Match the accepted samples for Materials and equipment incorporated in the work. If requested, accepted samples, including those which may be damaged in testing, will be returned to the Contractor, at his expense, upon completion of the contract. Samples not accepted will also be returned to the Contractor at its expense, if so requested. Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. District reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.
- C. Samples of various materials or equipment delivered on the site or in place may be taken by the District Construction Manager or Project Manager for testing. Samples failing to meet contract requirements will automatically void previous acceptance, and Contractor shall replace such materials or equipment at Contractor expense to meet contract requirements.
- D. Acceptance of the Contractor's samples by the AOR or District does not relieve the Contractor of his responsibilities under the contract.

**1.13 WITHHOLDING OF PAYMENT**

- A. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.
- B. No payment for materials incorporated in the work will be made if all required Designer of Record or required District approvals have not been obtained.
- C. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

**1.14 SUBMITTAL REQUIREMENTS**

- A. Shop Drawings
  - 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. 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.

2. Copies Required. Each submittal shall include one (1) PDF format digital file, of each drawing or schedule, table, cut sheet, etc., 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: (1) manufacturers’ descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.
3. Corrections. The Contractor shall make all corrections required by Architect and shall resubmit, as required by Architect, corrected digital files 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 by the District.
4. Approval Prior to Commencement of Work. No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor and Architect and approved by Architect unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.
5. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed detail.
6. Fully illustrate requirements of the Contract Documents. Include the following information, as applicable:
  - a. Dimensions
  - b. Weights and measures
  - c. Identification of products
  - d. Fabrication and installation drawings
  - e. Roughing-in and setting diagrams
  - f. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
  - g. Electrical power requirements
  - h. Shopwork manufacturing instructions
  - i. Templates and patterns
  - j. Schedules
  - k. Design calculations
  - l. Compliance with specified standards

- m. Notation of coordination requirements
- n. Notation of dimensions established by field measurement
- o. Relationship to adjoining construction clearly indicated
- p. Seal and signature of California professional engineer or other engineer if specified
- q. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
- r. Other information as necessary or required by the Contract Documents

**B. Samples**

1. **Samples Required.** In case a considerable range of color, graining, texture, or other characteristics are 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 a full range of samples shall be subject to rejection by the District.
  - a. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.
  - b. 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. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
2. **Labels and Instructions.** All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions.
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 timing for review and appropriate action in compliance with the Contract Documents.
4. **Identification:** Attach label on unexposed side of Samples that includes the following information:
  - a. Generic description of Sample
  - b. Product name and name of manufacturer
  - c. Sample source
  - d. Number and title of appropriate Specification Section
  - e. District Project name and number
  - f. Contractor's name
  - g. Date of submittal
5. **Disposition:** Maintain sets of all approved Samples at Project site, available for quality-control comparisons throughout the course of the Project. Sample sets may be used to determine final acceptance of construction associated with each sample or sample set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

- b. Samples not incorporated into the Work, if any, or otherwise designated as District's property, are the property of Contractor.
  - 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit 6 full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.
  - 7. Samples for Verification: Where required by the Contract Documents, submit full-size units of Samples, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Unless indicated otherwise, submit six sets of Samples. Architect will retain two Sample sets; remaining four sets will be returned.
      - i) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - ii) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by Sample, submit at least four sets of paired units that show approximate limits of variations.
  - 8. District's Property. All shop drawings, computer disks, annotated specifications, samples, and other submittals shall become the District's property upon receipt by the District or Architect.
- C. Other Submittals
  - 1. General: Prepare and submit Submittals required by other Specification Sections.
    - a. Test and Inspection Reports: Comply with requirements specified in Section 01400 Quality Control Requirements.
    - b. Coordination Drawings: Comply with requirements specified in Section 01311 Project Management and Coordination.
      - i) Coordination Drawings are required where 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.
      - ii) Contractor shall not start any portion of the Work without approval of coordination submittals from the Architect.
    - c. Coordination Documents (Mechanical, Electrical, and Plumbing)
      - i) Contractor is required to submit Coordinated Mechanical, Electrical, Plumbing Layout Drawings to coordinate installation and location of HVAC ductwork, grilles, diffusers, hydronic piping, fire sprinklers, plumbing, light fixtures and electrical services (including, but not limited to floor boxes, conduits, cable trays, low voltage systems, fire alarm, etc.).

- ii) Coordinated MEP Layout Drawings are to be composite ¼" equals 1 foot scale drawings that show all services color-coded on a single sheet. Drawings are to be coordinated with structural framing systems and architectural systems (roofing, ceilings, finishes). Section drawings, with detailed elevations above finished floor for ducts, piping, fixtures, etc. are to be included to identify and avoid conflicts.
  - iii) Coordination Documents shall be submitted for review by Architect and engineers prior to submittal of MEP shop drawings.
  - iv) Shop drawings for the systems noted in 1.07.A.2 will not be reviewed before the MEP Coordination Documents are signed off by representatives of each of the Mechanical and Electrical sub-contractors as well as the Contractor.
  - v) Contractor to hold coordination meetings to complete these Coordination Documents, attended by all Mechanical, Electrical, and Plumbing sub-contractors whose work scope is represented in the Coordination Documents. These meetings shall be scheduled in the CPM Schedule.
  - vi) No fabrication work or field installation shall commence before the Coordination Documents are signed off by representatives of each of the Mechanical, Electrical, and Plumbing sub-contractors.
  - vii) See Mechanical, Electrical, and Plumbing Specification Sections for additional requirements.
2. Product Data: Submit manufacturer's printed literature in original form as required in the Contract Documents. Submittal shall include specifications, physical dimensions, and ratings of all equipment. Furnish performance curves for all fans and pumps. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on submittal and superfluous information shall be crossed out in the same manner on all copies. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and any supplemental information that may be available or requested.
3. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
4. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Report (PQR) on AWS forms. Include names of firms and personnel certified.
5. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
6. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
7. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

8. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
9. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
10. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization
  - b. Date of evaluation
  - c. Time period when report is in effect
  - d. Product and manufacturer's names
  - e. Description of product
  - f. Test procedures and results
  - g. Limitations of use
11. Schedule of Tests and Inspections: Comply with requirements specified in Section 01400 Quality Control Requirements.
12. Preconstruction Test Reports: Prepare test reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
13. Compatibility Test Reports: Prepare test reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
14. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
15. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Section 01785 (Operation and Maintenance Data.)
16. Manufacturer's Installation and Operations Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Manufacturer's Instructions shall be available for review on site at all times. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - a. Preparation of substrates
  - b. Required substrate tolerances
  - c. Sequence of installation or erection

- d. Required installation tolerances
  - e. Required adjustments
  - f. Recommendations for cleaning and protection
17. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
- a. Name, address, and telephone number of factory-authorized service representative making report.
  - b. Statement on condition of substrates and their acceptability for installation of product.
  - c. Statement that products at Project site comply with requirements.
  - d. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - e. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - f. Statement whether conditions, products, and installation will affect warranty.
  - g. Other required items indicated in individual Specification Sections.
18. Material Safety data sheets (MSDS): Do not submit MSDS for review. Any submitted MSDS will be returned unreviewed.
19. DEFERRED APPROVALS
- a. Submit detailed plans, specifications and engineering calculations for all deferred approval items to the District. **All deferred submittals shall be prepared, signed and stamped by the appropriate State of California licensed engineer.**
  - b. **Contractor shall comply with DSA EPR procedures for all deferred submittals. See DSA PR 18-04 for additional information.**
  - c. **Contractor is responsible for all costs to comply with DSA EPR procedures for all deferred submittals.**
  - d. Fabrication and installation of deferred approval items shall not be started until detailed plans, specifications and engineering calculations have been accepted by the Architect and **approved by** the Division of the State Architect.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01330**



## **SECTION 01340 - ADMINISTRATIVE FORMS AND LOGS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01290 – “Payment Procedures”
- B. Section 01310 – “Construction Scheduling”
- C. Section 01311 – “Project Management and Coordination”
- D. Section 01330 – “Submittal Procedures”
- E. Section 01625 - “Product Options and Substitutions”
- F. Section 01780 – “Project Record Documents”
- G. Divisions 2 through 33 Sections for Administrative Forms & Logs requirements for the Work in those Sections.

#### **1.3 SUMMARY**

- A. This section specifies the information and format requirements for administrative forms and logs.

#### **1.4 ADMINISTRATIVE FORMS & LOGS**

- A. Administrative forms and logs include, but are not limited to, the following:
  - 1. Substitution Request Form.
  - 2. Change Order Form.
  - 3. Proposed Change Order Form.
  - 4. Contractor's Proposal for Contract Modification Form\* (includes sample numbers to demonstrate calculations only).
  - 5. Payapp Form.
- B. Forms generated by project management software may be substituted if substitution forms contain essentially the same information as shown in these Contract Documents. Allowance for the use of substitute forms is at the sole discretion of the District, and shall be requested and approved before use of the substitute form. Forms marked with an asterisk (\*) may NOT be substituted under any condition.
- C. Microsoft Excel files of these forms are available for Contractor use from the District.

**1.5 FORMS INCORPORATED BY REFERENCE**

- A. Forms available from the California Department of General Services, Division of the State Architect (DSA), <http://www.dgs.ca.gov/dsa/Forms.aspx>, related to administration, construction, testing, and inspection of public works school facilities are hereby incorporated by reference into these Contract Documents.

**1.6 CONTRACTOR RESPONSIBILITIES**

- A. Nothing in this Section 01340 including, but not limited to the above forms and log forms, shall be construed to limit, relieve, or release Contractor from liability to District for any damages sustained as a result of inaccurate or incorrect information supplied by the Contractor.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**Exhibits: See following attachments**



CONTRA COSTA COMMUNITY COLLEGE DISTRICT

500 Court Street, Martinez, CA 94553

SUBSTITUTION REQUEST FORM

Contractor Name: \_\_\_\_\_  
Contract #: \_\_\_\_\_

RFS # \_\_\_\_\_ Date: \_\_\_\_\_  
DSA Application #: \_\_\_\_\_  
Campus: \_\_\_\_\_  
Project No., Name: \_\_\_\_\_

Contractor pursuant to General Conditions submits the proposed items. If the District accepts such items as described, the undersigned may furnish such item with all necessary labor, materials, equipment and incidentals to perform and complete the Work.

Item No.	SPECIFIED ITEM OR DRAWING	SPECIFICATION SECTION	PROPOSED SUBSTITUTION (and name of Subcontractor if different)

CERTIFICATION

Under penalty of perjury under the Laws of California, I certify that the proposed substitution will be readily available, perform adequately the functions and achieve the results called for by the design concept, be similar in substance to that specified, and be suited to the same use as that specified in Contract Documents.

Contractor: \_\_\_\_\_  
(Please print name of company) Name and Title (print/type) Contractor Authorized Representative Date

A. Does the substitution affect dimensions shown on Drawings?

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

C. What effect does the substitution have on other trades?

D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add ? Shorten ?

E. Differences between proposed substitution and specified item?

F. What is the Cost Differential including all mark-ups?

G. Are Manufacturer's guarantees for the proposed item the same as for item specified? Explain differences.

H. The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.

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

A/E Response: District Representative Response:

☐ Accepted ☐ Accepted

☐ Not Accepted ☐ Not Accepted

☐ Accepted As Noted ☐ Accepted As Noted

☐ Received Too Late ☐ Received Too Late

BY: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_



**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

500 Court Street, Martinez, CA 94553

**CHANGE ORDER No.:** \_\_\_\_\_

Contractor Name: _____	Date: _____
Contract #: _____	DSA File #: <u>7-C1</u>
Contract Date: _____	DSA Application #: _____
NTP Date: _____	Campus: _____
GL #: _____	Project No., Name: _____

**THE CONTRACT IS CHANGED AS FOLLOWS:** (Attach Contractor Change Order Request or Proposal - if applicable)

ADJUSTMENT TO CONTRACT AMOUNT / TIME	
Original Contract Amount	\$0.00
Prior Contract Adjustments	\$0.00
Contract Sum Prior to this Change Order	\$0.00
Adjustment Per This Change Order	\$0.00
Revised Contract Amount	\$0.00
Original Contract Period: _____	Start Date: _____ End Date: _____
The Contract Time will be Increased; Decreased; By _____ Calendar Days	
Revised Contract Completion Date: _____	

**NOTE:** The Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above changes in Work.

<b>1 - REVIEWED &amp; RECOMMENDED</b> (Architect/Engineer of Record)	<b>5 - CONTRACTOR ACCEPTANCE</b>
Stamp (when applicable) _____ Signature/Date _____	Company Name: _____
	Address: _____
<b>2 - CONSTRUCTION MANAGER (CM) - (when applicable)</b>	Authorized Representative, Name & Title (PRINT) _____
Signature / Date _____	Signature / Date _____
<b>PROJECT INSPECTOR (PI) - (when applicable)</b>	<b>6 - DISTRICT AUTHORIZED REPRESENTATIVE</b>
Signature / Date _____	C.O. NOT VALID WITHOUT Signature / Date _____
<b>4 - PROJECT MANAGER (PM)</b>	<b>DSA APPROVAL (when applicable)</b>
Signature / Date _____	



CONTRA COSTA COMMUNITY COLLEGE DISTRICT

500 Court Street, Martinez, CA 94553

PROPOSED CHANGE ORDER

PCO No.: \_\_\_\_\_

Contractor Name:	_____
Contract #:	_____
Contract Date:	_____
NTP Date:	_____
GL #:	_____

Date:	_____
DSA File #:	7-C1
DSA Application #:	_____
Campus:	_____
Project No., Name:	_____

**PRELIMINARY CHANGE AS FOLLOWS:**

Within (7) days provide and submit to the Project Manager a complete and itemized proposal including but not limited to the following items: cost breakdown of Labor, Material, Equipment, Markup, Construction Schedule, etc. Provide either ADD or DEDUCT to the original Contract Amount.

Scope of Work:	Ref. (Drawings, Specifications, Others):
Final Cost of this PCO	\$0.00
The Contractor requests that time will be Increased; Decreased; By _____ Working Days	

**NOTE:** The Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the changes in Work as described above .

<b>1 - REVIEWED &amp; RECOMMENDED (Architect/Engineer of Record)</b>		<b>5 - CONTRACTOR ACCEPTANCE</b>	
		Company Name:	
		Address:	
Stamp ( when applicable)		Authorized Representative, Name & Title (PRINT)	
Signature/Date		Signature / Date	
<b>2 - CONSTRUCTION MANAGER (CM) - (when applicable)</b>		<b>6 - DISTRICT REPRESENTATIVE</b>	
Signature / Date		Signature / Date	
<b>3 - PROJECT INSPECTOR (PI) - (when applicable)</b>		<b>DSA APPROVAL (when applicable)</b>	
Signature / Date			
<b>4 - PROJECT MANAGER (PM)</b>			
Signature / Date			

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
JANUARY 11, 2024  
DSA SUBMISSION SET

CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION				DATE:
(05/11)				
Project No. and Name:			CONTRACT NO.:	
Prime Contractor:				
SHORT DESCRIPTION OF CHANGE:		Description attached		
PRIME CONTRACTOR'S WORK				
1. Direct Materials			\$0.00	
2. Sales Tax on Materials	9.25 % of Line 1	9.25%	\$0.00	
3. Direct Labor			\$0.00	
4. Insurance, Taxes, and Fringe Benefits	19.19 % of Line 3	19.19%	\$0.00	
5. SUBTOTAL Materials and Labor (Add lines 1-4)			\$0.00	
6. Rental Equipment			\$0.00	
7. Sales Tax on Rental Equipment	9.25 % of Line 5	9.25%	\$0.00	
8. Equipment Ownership and Operating Expenses			\$0.00	
9. SUBTOTAL Equipment (Add Lines 6-8)			\$0.00	
SUMMARY				
10. Prime Contractor's Work (Add Lines 5 and 8)			\$0.00	
11. Overhead and Profit On Prime Material and Labor	15.00 % of Line 9	15.00%	\$0.00	
12. Overhead and Profit On Prime Equipment	10.00 % of Line 9	10.00%	\$0.00	
13. Total of Subcontractor's Work (See Backup)			\$0.00	
14. Prime's Overhead on all Subcontractor's Work	0.00 % of Line 10	0.00%	\$0.00	
15. SUBTOTAL (Add Lines 10-14)			\$0.00	
16. Prime Contractor's Bond Premium	1% % of Line 16	1.00%	\$0.00	
17. TOTAL COST (Add Lines 15-16)			\$0.00	
Estimated time extension and justification (attach schedule analysis):		Work Days		
Prime Contractor's Comments:				
Signature and Title of Preparer:			Date:	
(1) Material (attach itemized quantity and unit cost plus sales tax)				
(3) Labor (attach itemized hours and rates)				
(4) Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2%- with a wage ceiling of \$84,900; Medicare @ 1.45%- no wage ceiling; FUTA @ .8%- with a wage ceiling of \$7,000; ETT and SUI @ 2.3%- with a wage ceiling of \$7,000; Workers' Compensation @ 3.94%; Liability and Property Damage @ 2.5%. Total not-to-exceed is 19.19%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations ).				
(6, 8) Equipment (attach invoices)				
(13) If Subcontractor performed Work, use Subcontractor's sheets to calculate costs.				
(14) Prime Contractor's Overhead and Profit on Subcontractor work. No more than five percent (5%) of Item (13). Subcontractor overhead and profit (all tiers cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.				
(15) Bond not to exceed two percent (2%) of Item (16). Use actual percentage from Performance/Payment bonds submitted at contract award.				

**INSTRUCTIONS FOR PREPARING CONTRACTOR PROPOSALS FOR CONTRACT MODIFICATION**

All contract modification proposals shall be addressed to the District and be received only from the Prime Contractor. Proposals must clearly state the conditions and scope of the modification and shall be accompanied by a breakdown of costs, as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor's breakdown of direct cost. The total cost for labor, material, and equipment for each item shall be transferred to the corresponding item on the front of this form.

**PRIME CONTRACTOR**

PCO # : \_\_\_\_\_

**BREAKDOWN OF DIRECT COSTS**

Item No.	Items of Work Description	Qty	Unit	Material		Labor		Total Cost	BoQ	Days	Rate	Equipment		Owned Cost
				Unit Cost	Total Cost	Unit Cost	Total Cost					Rental Cost	Rental Cost	
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
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26														
27														
28														
29														
30														
31														
32														
33														
34														
35	Continuation Page ( / )res ( / )No			Continuation Totals										
DIRECT Prime Contractor's Totals														
Total														
Total														
Rental Cost														
Owned Cost														

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
JANUARY 11, 2024  
DSA SUBMISSION SET

CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION (05/11)		DATE: _____	
Project No. and Name: _____		CONTRACT NO.: _____	
Tier 1 Subcontractor: _____			
SHORT DESCRIPTION OF CHANGE: _____		Description attached _____	
<b>TIER 1 SUBCONTRACTOR'S WORK</b>			
1. Direct Materials		\$ -	
2. Sales Tax on Materials	9.25 % of Line 1	9.25%	\$0.00
3. Direct Labor		\$ -	
4. Insurance, Taxes, and Fringe Benefits	19.19 % of Line 3	19.19%	\$0.00
5. SUBTOTAL Materials and Labor (Add lines 1-4)			\$0.00
6. Rental Equipment		\$ -	
7. Sales Tax on Rental Equipment	9.25 % of Line 5	9.25%	\$0.00
8. Equipment Ownership and Operating Expenses		\$ -	
9. SUBTOTAL Equipment (Add Lines 6-8)			\$0.00
<b>SUMMARY</b>			
10. TIER 1 Contractor's Work (Add Lines 5 and 8)		\$0.00	
11. Overhead and Profit On TIER 1 Material and Labor	15.00 % of Line 9	15.00%	\$0.00
12. Overhead and Profit On TIER 1 Equipment	10.00 % of Line 9	10.00%	\$0.00
13. Total of all Subcontractor's Work (See Backup)		\$0.00	
14. Tier 1 Overhead on Subcontractor's Work	0.00 % of Line 10	0.00%	\$0.00
15. SUBTOTAL (Add Lines 10-14)			\$0.00
16. TIER 1 Contractor's Bond Premium	1% % of Line 16	1.00%	\$0.00
17. TOTAL COST (Add Lines 15-16)			\$0.00
Estimated time extension and justification: _____		Work Days _____	
Subcontractor's Comments: _____			
Prime Contractor's Name: _____			
Signature and Title of Preparer: _____		Date: _____	
<p>(1) Material (attach itemized quantity and unit cost plus sales tax)</p> <p>(3) Labor (attach itemized hours and rates)</p> <p>(4) Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2%- with a wage ceiling of \$84,900; Medicare @ 1.45%- no wage ceiling; FUTA @ .8%- with a wage ceiling of \$7,000; ETT and SUI @ 2.3%- with a wage ceiling of \$7,000; Workers' Compensation @ 3.94%; Liability and Property Damage @ 2.5%. Total not-to-exceed is 19.19%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations ).</p> <p>(6, 8) Equipment (attach invoices)</p> <p>(13) If lower tier Subcontractor performed Work, use Subcontractor's sheets to calculate costs.</p> <p>(14) Subcontractor's Overhead and Profit on lower tier Subcontractor work. No more than five percent (5%) of item (13). Subcontractor overhead and profit (all tiers cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.</p> <p>(15) Bond not to exceed two percent (2%) of item (16). Use actual percentage from Performance/Payment bonds submitted at contract award.</p>			



**INSTRUCTIONS FOR PREPARING CONTRACTOR PROPOSALS FOR CONTRACT MODIFICATION**

All contract modification proposals shall be addressed to the District and be received only from the Prime Contractor. Proposals must clearly state the conditions and scope of the modification and shall be accompanied by a breakdown of costs, as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor's breakdown of direct cost. The total cost for labor, material, and equipment for each item shall be transferred to the corresponding item on the front of this form.

**THIR 1 SUBCONTRACTOR**

PCO # : \_\_\_\_\_

**BREAKDOWN OF DIRECT COSTS**

Item No.	Items of Work Description	Qty	Unit	Material		Labor		Total Cost	BoQ	Days	Rate	Equipment	
				Unit Cost	Total Cost	Unit Cost	Total Cost					Rental Cost	Owned Cost
1				\$		\$						\$	
2				\$		\$						\$	
3				\$		\$						\$	
4				\$		\$						\$	
5				\$		\$						\$	
6				\$		\$						\$	
7				\$		\$						\$	
8				\$		\$						\$	
9				\$		\$						\$	
10				\$		\$						\$	
11				\$		\$						\$	
12				\$		\$						\$	
13				\$		\$						\$	
14				\$		\$						\$	
15				\$		\$						\$	
16				\$		\$						\$	
17				\$		\$						\$	
18				\$		\$						\$	
19				\$		\$						\$	
20				\$		\$						\$	
21				\$		\$						\$	
22				\$		\$						\$	
23				\$		\$						\$	
24				\$		\$						\$	
25				\$		\$						\$	
26				\$		\$						\$	
27				\$		\$						\$	
28				\$		\$						\$	
29				\$		\$						\$	
30				\$		\$						\$	
31				\$		\$						\$	
32				\$		\$						\$	
33				\$		\$						\$	
34				\$		\$						\$	
35	Continuation Page ( / )res ( / )No			Continuation Totals									
DIRECT Tier 1 Subcontractor's Totals				Total \$	-	Total \$	-	Total \$	-	Total \$	-	Rental Cost	Owned Cost

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GENDER INCLUSIVE RESTROOM

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CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION (05/11)				DATE:
Project No. and Name:			CONTRACT NO.:	
Tier 2 Subcontractor:				
SHORT DESCRIPTION OF CHANGE:		Description attached		
<b>TIER 2 SUBCONTRACTOR'S WORK</b>				
1. Direct Materials			\$ -	
2. Sales Tax on Materials	9.25 % of Line 1	9.25%	\$0.00	
3. Direct Labor			\$ -	
4. Insurance, Taxes, and Fringe Benefits	19.19 % of Line 3	19.19%	\$0.00	
5. SUBTOTAL Materials and Labor (Add lines 1-4)				\$0.00
6. Rental Equipment			\$ -	
7. Sales Tax on Rental Equipment	9.25 % of Line 5	9.25%	\$0.00	
8. Equipment Ownership and Operating Expenses			\$ -	
9. SUBTOTAL Equipment (Add Lines 6-8)				\$0.00
<b>SUMMARY</b>				
10. TIER 2 Contractor's Work (Add Lines 5 and 8)			\$0.00	
11. Overhead and Profit On TIER 2 Material and Labor	15.00 % of Line 9	15.00%	\$0.00	
12. Overhead and Profit On TIER 2 Equipment	10.00 % of Line 9	10.00%	\$0.00	
13. Total of all Subcontractor's Work (See Backup)			\$0.00	
14. Tier 2 Overhead on Subcontractor's Work	0.00 % of Line 10	0.00%	\$0.00	
15. SUBTOTAL (Add Lines 10-14)				\$0.00
16. TIER 2 Contractor's Bond Premium	1% % of Line 16	1.00%	\$0.00	
17. TOTAL COST (Add Lines 15-16)				\$0.00
Estimated time extension and justification:		Work Days		
Tier 2 Subcontractor's Comments:				
Tier 1 Subcontractor's Name:				
Signature and Title of Preparer:			Date:	
<p>(1) Material (attach itemized quantity and unit cost plus sales tax)</p> <p>(3) Labor (attach itemized hours and rates)</p> <p>(4) Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2%- with a wage ceiling of \$84,900; Medicare @ 1.45%- no wage ceiling; FUTA @ .8%- with a wage ceiling of \$7,000; ETT and SUI @ 2.3%- with a wage ceiling of \$7,000; Workers' Compensation @ 3.94%; Liability and Property Damage @ 2.5%. Total not-to-exceed is 19.19%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations ).</p> <p>(6, 8) Equipment (attach invoices)</p> <p>(13) If lower tier Subcontractor performed Work, use Subcontractor's sheets to calculate costs.</p> <p>(14) Subcontractor's Overhead and Profit on lower tier Subcontractor work. No more than five percent (5%) of Item (13). Subcontractor overhead and profit (all tiers cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.</p> <p>(15) Bond not to exceed two percent (2%) of Item (16). Use actual percentage from Performance/Payment bonds submitted at contract award.</p>				

INSTRUCTIONS FOR PREPARING CONTRACTOR PROPOSALS FOR CONTRACT MODIFICATION

All contract modification proposals shall be addressed to the District and be received only from the Prime Contractor. Proposals must clearly state the conditions and scope of the modification and shall be accompanied by a breakdown of costs, as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor's breakdown of direct cost. The total cost for labor, material, and equipment for each item shall be transferred to the corresponding item on the front of this form.

TIER 2 SUBCONTRACTOR

BREAKDOWN OF DIRECT COSTS

PCO # : \_\_\_\_\_

Item No.	Items of Work Description	Qty	Unit	Material		Labor		Total Cost	BoQ	Days	Rate	Equipment		Owned Cost
				Unit Cost	Total Cost	Unit Cost	Total Cost					Rental Cost	Rental Cost	
1														
2														
3														
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9														
10														
11														
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13														
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34														
35	Continuation Page ( / )res ( / )No			Continuation Totals										
DIRECT Tier 2 Subcontractor's Totals														
Total														
Total														
Rental Cost														
Owned Cost														

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CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION (05/11)		DATE:	
Project No. and Name:		CONTRACT NO.:	
Tier 3 Subcontractor:			
SHORT DESCRIPTION OF CHANGE:		Description attached	
TIER 3 SUBCONTRACTOR'S WORK			
1. Direct Materials		\$	-
2. Sales Tax on Materials	9.25 % of Line 1	9.25%	\$0.00
3. Direct Labor		\$	-
4. Insurance, Taxes, and Fringe Benefits	19.19 % of Line 3	19.19%	\$0.00
5. SUBTOTAL Materials and Labor (Add lines 1-4)			\$0.00
6. Rental Equipment		\$	-
7. Sales Tax on Rental Equipment	9.25 % of Line 5	9.25%	\$0.00
8. Equipment Ownership and Operating Expenses		\$	-
9. SUBTOTAL Equipment (Add Lines 6-8)			\$0.00
SUMMARY			
10. TIER 3 Contractor's Work (Add Lines 5 and 8)			\$0.00
11. Overhead and Profit On TIER 3 Material and Labor	15.00 % of Line 9	15.00%	\$0.00
12. Overhead and Profit On TIER 3 Equipment	10.00 % of Line 9	10.00%	\$0.00
13. Total of all Subcontractor's Work (See Backup)			
14. Tier 3 Overhead on Subcontractor's Work	0.00 % of Line 10	0.00%	\$0.00
15. SUBTOTAL (Add Lines 10-14)			\$0.00
16. TIER 3 Contractor's Bond Premium	1% % of Line 16	1.00%	\$0.00
17. TOTAL COST (Add Lines 15-16)			\$0.00
Estimated time extension and justification:		Work Days	
Tier 3 Subcontractor's Comments:			
Tier 2 Subcontractor's Name:			
Signature and Title of Preparer:		Date:	
(1) Material (attach itemized quantity and unit cost plus sales tax)			
(3) Labor (attach itemized hours and rates)			
(4) Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2%- with a wage ceiling of \$84,900; Medicare @ 1.45%- no wage ceiling; FUTA @ .8%- with a wage ceiling of \$7,000; ETT and SUI @ 2.3%- with a wage ceiling of \$7,000; Workers' Compensation @ 3.94%; Liability and Property Damage @ 2.5%. Total not-to-exceed is 19.19%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations ).			
(6, 8) Equipment (attach invoices)			
(13) If lower tier Subcontractor performed Work, use Subcontractor's sheets to calculate costs.			
(14) Subcontractor's Overhead and Profit on lower tier Subcontractor work. No more than five percent (5%) of Item (13). Subcontractor overhead and profit (all tiers cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.			
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Item No.	Items of Work Description	Qty	Unit	Material		Labor		Equipment					
				Unit Cost	Total Cost	Unit Cost	Total Cost	Boo'd	Days	Rate	Rental Cost	Owne'd Cost	
1				\$	-	\$	-	O		\$	-	\$	-
2				\$	-	\$	-	F		\$	-	\$	-
3				\$	-	\$	-			\$	-	\$	-
4				\$	-	\$	-			\$	-	\$	-
5				\$	-	\$	-			\$	-	\$	-
6				\$	-	\$	-			\$	-	\$	-
7				\$	-	\$	-			\$	-	\$	-
8				\$	-	\$	-			\$	-	\$	-
9				\$	-	\$	-			\$	-	\$	-
10				\$	-	\$	-			\$	-	\$	-
11				\$	-	\$	-			\$	-	\$	-
12				\$	-	\$	-			\$	-	\$	-
13				\$	-	\$	-			\$	-	\$	-
14				\$	-	\$	-			\$	-	\$	-
15				\$	-	\$	-			\$	-	\$	-
16				\$	-	\$	-			\$	-	\$	-
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24				\$	-	\$	-			\$	-	\$	-
25				\$	-	\$	-			\$	-	\$	-
26				\$	-	\$	-			\$	-	\$	-
27				\$	-	\$	-			\$	-	\$	-
28				\$	-	\$	-			\$	-	\$	-
29				\$	-	\$	-			\$	-	\$	-
30				\$	-	\$	-			\$	-	\$	-
31				\$	-	\$	-			\$	-	\$	-
32				\$	-	\$	-			\$	-	\$	-
33				\$	-	\$	-			\$	-	\$	-
34				\$	-	\$	-			\$	-	\$	-
35	Continuation Page ( If Yes ) ( No )		Continuation Totals	Total \$	-	Total \$	-			Total \$	-	Total \$	-
DIRECT Tier 3 subcontractor's Totals													

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APPLICATION AND CERTIFICATION FOR PAYMENT				PAGE 1 OF XX	PAGES
<b>TO OWNER:</b>		<b>PROJECT:</b>		<b>APPLICATION NO:</b> 1	<b>Distribution to:</b>
CCCCD		Number, Name		<b>APPLICATION DATE:</b> Date	<input type="checkbox"/> OWNER
500 Court St.		Contra Costa College		<b>PERIOD TO:</b> Date	<input type="checkbox"/> ARCHITECT
Martinez, CA 94553		2600 Mission Bell Dr, San Pablo, CA 94806			<input type="checkbox"/> CONTRACTOR
<b>FROM CONTRACTOR:</b>		<b>VIA CONSTRUCTION MANAGER:</b>		<b>ARCHITECT:</b> XXX	<input type="checkbox"/> IOR
Name		CM Site Trailer			<input type="checkbox"/> CM
Address		Contra Costa College		<b>CONTRACT NO:</b> XXX	
Address		2600 Mission Bell Dr, San Pablo, CA 94806		<b>CONTRACT DATE:</b> XXX	

CONTRACTOR'S APPLICATION FOR PAYMENT			
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet (Attachment A) is attached.			
1. ORIGINAL CONTRACT SUM	\$		
2. Net change by Change Orders	\$	0.00	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	0.00	
4. TOTAL COMPLETED & STORED TO DATE (Column G on Attach. A)	\$	0.00	
5. RETAINAGE:			
a. % of Completed Work	\$	\$0.00	
(Column D + E on on Attach. A)			
b. % of Stored Material	\$	Included in above	
(Column F on on Attach. A)			
Total Retainage (Lines 5a + 5b or Total in Column I of Attach. A)	\$	0.00	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$		
8. CURRENT PAYMENT DUE	\$	0.00	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CERTIFICATE FOR PAYMENT	
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
By:	Date:
<b>CONTRACTOR:</b>	
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	
AMOUNT CERTIFIED .....	\$
<b>ARCHITECT:</b>	
By:	Date:
<b>CONSTRUCTION MANAGER</b>	
By:	Date:
<b>INSPECTOR OF RECORD:</b>	
By:	Date:
<b>PROJECT MANAGER:</b>	
By:	Date:
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
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CONTINUATION SHEET (Attachment A)							PAGE xx of xx PAGES		
Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.							APPLICATION NO: 1 APPLICATION DATE: Date PERIOD TO: Date PROJECT NO/NAME: Number, Name		
A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
<i>(Fill in &amp; break down contract values)</i>									
<i>(Add any change order(s) descriptions)</i>									
Page 1									
GRAND TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00

END OF SECTION 01340

## **SECTION 01400 - QUALITY CONTROL REQUIREMENTS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01311 – “Project Management and Coordination”
- C. Section 01330 – “Submittal Procedures”
- D. Section 01410 – “Regulatory Requirements”
- E. Section 01411 – “Testing Laboratory Services”
- F. Section 01412 – “Regulatory Requirements – Hazardous Material”
- G. Divisions 2 through 33 Sections for Quality Control Requirements for the work in those sections.

#### **1.3 SUMMARY**

- A. This Section includes Administrative and Procedural Requirements for Quality Control and Quality Assurance Services includes, but not limited to, the followings:
  - 1. Quality assurance and control of installation.
  - 2. References.
  - 3. Mock-ups
  - 4. Inspection and testing laboratory services
  - 5. Manufacturers’ field services and reports
  - 6. Field sample
  - 7. DSA Project Inspector
  - 8. Inspection by the Division of the State Architect
  - 9. Conflicts

#### **1.4 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturer’s written instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from District’s Representative 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. All Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on the Project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given and said directions shall be binding as if given to the Contractor. Contractor's representative shall be responsible to coordinate all work to be performed on the Project.
- H. Shop and field work shall be performed only by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this Project shall be performed in accordance with the best practices of the various trades involved and in accordance with the Contract Documents, approved shop drawings and these specifications.
- I. 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. The District's Representatives reserve the right to reject any materials and workmanship that are not considered to be of the highest standards of the trades involved. Any such inferior material or workmanship shall be removed and replaced at no additional cost or time impact to the District.
- J. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials. Manufacturer's specifications, installation instructions, and testing and startup directions shall be available for inspection on Site.
- K. Any additional work beyond that specified or illustrated in the Contract Documents, or any modification thereto, that is necessary to obtain the guarantees specified in the Contract Documents shall be provided by the Contractor without any additional cost or time impact to the District.

## **1.5 REFERENCES**

- A. Conform to reference standards in force on the most recent date of issue of the approved Contract Documents.
- B. When specified reference standards conflict with Contract Documents, request clarification from District's Representative before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- D. The Contractor shall be responsible for being current and knowledgeable for all building codes involved for all trades under the Contractor's direction.
- E. Provide all work and materials in full in accordance with the latest applicable Rules and Regulations of the California Code of Regulations Title 24 Building Code Standards, the State Fire Marshal, Safety Orders of the Division of Industrial Safety, and any other applicable laws

or regulations. Nothing in these plans or specifications is to be construed to permit Work not conforming to these Codes.

- F. American Society for Testing and Materials (ASTM):
  - 1. ASTM 548: Guide for General Criteria Used for Evaluating Laboratory Competence.
- G. Code of Federal Regulations (CFR):
  - 1. 29 CFR 1910, Subpart A, Section 1910.7: Definitions and Requirements for a National Recognized Testing Laboratory.
- H. NIST: National Institute of Standards and Technology.
- I. Furnish all material and labor required to comply with these Rules and Regulations without any additional cost to District.

#### **1.6 MOCK-UPS (Not Used)**

#### **1.7 INSPECTION AND TESTING LABORATORY SERVICES**

- A. See Section 01411 Testing Laboratory Services

#### **1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS**

- A. Submit qualifications of observer to District and Architect 30 days in advance of required observations.
- B. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff 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 provide instructions when necessary.
- C. Manufacturer's Field Representatives shall report to the Contractor and the District, any observations, site decisions, or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Provide by email PDF of Manufacturer's Field Representative report to District for review within 7 days of field observation.
- E. Manufacturer's Field Service: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01330 (Submittal Procedures.)

#### **1.9 FIELD SAMPLES**

- A. Install field samples at the site for District and Architect review as required by individual Specifications Sections.
- B. Samples accepted by the Architect in writing represent the quality level required for the Work.
- C. Where a field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Architect.

#### **1.10 PROJECT INSPECTOR**

- A. District will employ a Project Inspector in accordance with the regulations of the DSA and subject to the provision of Part 1, Title 24, CCR.
- B. Project Inspector's authority, rights and duties shall be as set forth in Section 4-342, Part 1, Title, 24, CCR.
- C. The Project Inspector shall make semi-monthly reports in writing to the Architect with copies forwarded to District, and the DSA in accordance with Section 4-337, Part 1, Title 24, CCR.
- D. The Project Inspector shall notify the Division of the State Architect:
  - 1. When work is started on project.
  - 2. Minimum (2) working days in advance of time when foundation trenches will be complete and ready for footing forms.
  - 3. Minimum (2) working days in advance for first placing of concrete.
  - 4. When work is suspended for period of more than two weeks.
- E. The Project Inspector shall keep records of certain phases of construction that shall be maintained on the project site until Final Completion. Upon Final Completion, these records shall be copied, with the original delivered to the District for the permanent school records and the copy forwarded to the Architect. The record shall include, but is not limited, to the following:
  - 1. The time and placing of concrete and the time and date of removal of forms in each portion of the structure.
  - 2. Weighmasters tickets delivered with each load of concrete delivered to site.
  - 3. Identification marks of welders, lists of defective welds, and manner of correction of defects.
  - 4. Certification of grounding of electrical system.
- F. The Project Inspector shall monitor the work of Special Inspectors and testing laboratories to ensure testing program is satisfactorily completed.
- G. The Project Inspector shall notify the Contractor in writing of deviations from Contract Documents. Copies of such notice shall be forwarded immediately to the Architect, District and the Division of the State Architect (DSA).
- H. The Project Inspector shall make and submit Verified Reports in accordance with Section 4-336, Part 1, Title 24, CCR. Verified Reports shall be submitted directly to the Division of the State Architect with a copy forwarded to the Architect.
- I. The Project Inspector shall prepare detailed statements of fact regarding materials, operations and other related issues when requested by the District. Such statements shall be submitted directly to the District with a copy forwarded to the Architect.
- J. The District may employ roofing and waterproofing specialist (e.g., other District inspectors, in addition to the Project Inspector to inspect and monitor application of roofing, waterproofing, and related flashings.
- K. Contractor shall cooperate with the Project inspector and other District inspectors. Provide access to the work at all times whether it is in preparation or progress. Provide proper facilities for access and inspection.

- L. Perform work with the knowledge of the Project Inspector. Cover no work prior to inspection.
- M. Notify Project Inspector in writing at least (2) working days prior to expected time for operations requiring inspection.
- N. If work is performed on Saturdays, Sundays, Holidays or beyond normal working hours, the Project Inspector, or other District inspectors, will be paid at overtime rates by the District. The cost of the Inspectors' premium time will be deducted by the District from the Contract Price by Change Order.
- O. The Contractor shall pay the cost of the Inspector's salary for the time the Inspector is required on the project beyond the allotted Contract Time. The cost of the Inspector's salary shall be in addition to liquidated damages and will be deducted by the District from the Contract Price by Change Order.

#### **1.11 INSPECTION BY THE DIVISION OF THE STATE ARCHITECT**

- A. Work will be monitored and observed through periodic site visits by the Division of the State Architect Field Inspector according to Section 4-334, Part 1, Title 24, CCR.

#### **1.12 INSPECTIONS BY LOCAL AGENCIES**

- A. Contractor will be responsible to coordinate inspections with Contra Costa Central Sanitation.
- B. Contractor will be responsible to coordinate inspections with Contra Costa County Health Department.

#### **1.13 CONFLICTS**

- A. Contractor shall comply with rules of documents interpretation as indicated in Contract General Conditions including, but not limited to the following items:
  - 1. Contract Documents take precedence over statutory requirements or standard when requiring materials of higher quality or performance, or larger sizes or capacity, or greater protection, safety or quantity than required by said codes or standards.
  - 2. This shall not operate to allow deviations from code requirements, prior approvals and other provisions as specified.
  - 3. Modifications to published statutory requirements currently adopted or enforced by regulating agencies having jurisdiction shall take precedence over said published requirements.
- B. Conflicts within Contract Documents and/or between Project Manual (including specifications) Drawings, Addenda: The more stringent requirement shall govern.
- C. Subcontractor, supplier, and installer work may be called for in any section of the Contract Documents; Project Manual Specifications, Drawings and Addenda. Work by any one discipline is not limited to any specification section of the Project Manual, Drawings, Addenda, and Contract Documents shall be bid in total and not in parts.
- D. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to District with a copy to the Architect for a decision before proceeding. Contractor shall,

within (15) working days, notify the District with a copy to the Architect in writing for the context of requirements.

- E. 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. Contractor shall, within (15) working days, notify any uncertainties to the District with a copy to the Architect for a decision before proceeding.

#### **1.14 QUALITY ASSURANCE**

- A. General: Qualifications requirements in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual with experience in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
  - 1. Minimum Experience: 5 years or 5 similar projects, unless indicated otherwise.
- C. 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.
- D. 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 product required units.
- E. 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 is similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and acceptable to authorities having jurisdiction.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include:
    - a. Provide test specimens representative of proposed products and construction.

- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups, to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to District with a copy to the Architect and Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- I. Pre-work Meetings: The Contractor shall hold and document Pre-work Meetings for Subcontractors at least 5 work days prior to Subcontractors beginning work at the site for the first time. A copy of the completed New Subcontractor Preparatory Phase Checklist for each Pre-work Meeting shall be provided as an attachment to the Daily Report for that day, with a sign-in sheet for all persons that were present at the meeting. The Checklist is provided at the end of this section.
  1. The Pre-work Meeting shall be conducted in order to review and confirm the requirements of the Work per the Contract Documents, coordinate the Work, identify required tests and inspections, and establish a goal to obtain quality construction by planning ahead and identifying potential problems.
  2. Notify the District at least three (3) work days in advance of each Pre-work Meeting. Conduct the Pre-work Meeting with the superintendent and the foreman responsible for the work and any District representatives that wish to attend.
  3. Review the following at the Pre-work Meeting prior to allowing a Subcontractor to begin work on site:
    - a. Review the General Conditions and other Contract Specifications governing work at the Project location. Review rules governing use of workspace, parking, laydown areas, conduct of employees, and access to and from the worksite.
    - b. Review the Project Preconstruction Meeting Minutes and review pertinent portions with the new Subcontractor.
    - c. Review each paragraph of the applicable technical specification sections;
    - d. Review the Contract Drawings;
    - e. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;
    - f. Review the testing plan and ensure that provisions have been made to provide the required testing;

- g. Examine the work area to ensure that the required preliminary work has been completed;
- h. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;
- i. Review the Contractor's approved Site Safety Plan and appropriate Activity Hazard review to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted;
- j. Establish the quality of workmanship required;
- k. Discuss specific controls used and the construction methods and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each definable feature of work.

#### **1.15 QUALITY CONTROL, GENERAL**

- A. District will provide inspections, tests, and similar quality control services specified to be performed by independent agencies, except where indicated as Contractor's responsibility. Costs for District-provided inspections and tests are not included in Contract Sum.
  - 1. District will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Price will be adjusted by Change Order.
- B. Where tests and inspections are indicated as Contractor's cost and/or responsibility, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by District, unless agreed to in writing by District.
  - 2. Testing of equipment, systems, components, assemblies, and other non-structural elements of the Work that require testing shall be performed in accordance with the Contract Documents and Manufacturer's recommended testing protocols. The Contractor shall submit Manufacturer's Installation Instructions and Manufacturer's recommended tests in accordance with Section 01330, Submittal Procedures, prior to installation and testing of equipment, systems, components, assemblies, and other non-structural elements of the Work. Test results shall be recorded and submitted original Manufacturer's documents.
  - 3. Notify Project Inspector and testing agencies, at least (5) working days or as indicated otherwise in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Re-inspecting:
1. Where quality-control services are Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaces or is necessitated by Work that failed to comply with the Contract Documents.
  2. Where quality-control services are District's responsibility, costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, by way of a deductive Change Order.
- D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work
  2. Incidental labor and facilities necessary to facilitate tests and inspections
  3. Adequate quantities of representative samples of materials that require testing and inspecting shall be made available to the District's Special Inspection Testing Lab. **The District's Special Inspection Testing Lab, shall be responsible to make the final determination of what samples to be selected for testing.**
  4. Facilities for storage and field curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  6. Security and protection for samples and for testing and inspecting equipment at Project site.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities. Provide timely notice of the Work's readiness for all required tests and inspections.
- F. Testing and Inspection Log: The Contractor shall provide a detailed list of all Tests and Inspections required by the Contract Documents. Submit the Test and Inspection Log with the submittal of the Master CPM Schedule.
1. Distribution: Distribute schedule to District with a copy to the Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.16 QUALITY CONTROL PROGRAM

- A. Information for the District: Prior to commencing Work, the Contractor may obtain a single copy set of the current report forms from the District. The report forms will consist of the Contractor Production Report, Contractor Production Report (Continuation Sheet), Contractor



Quality Control (CQC) Report, CQC Report (Continuation Sheet), Preparatory Phase Checklist, Rework Items List, and Testing Plan and Log. Deliver the following to the District during Construction (email transmittal of Adobe pdf documents may be acceptable for reports in this section if approved in advance by the District):

1. CQC Report: Mail or hand-carry the original (wet signatures) and 2 copies by 10:00 AM the next working day after each day that work is performed and for every seven consecutive calendar days of no-work.
2. Contractor Production Report: Mail or hand-carry the original (wet signatures) and 2 copies by 10:00 AM the next working day after each day that work is performed and for every seven consecutive calendar days of no-work, attached to the CQC Report.]
3. Preparatory Phase Checklist: Original attached to the original CQC Report and one copy attached to each QC Report copy.
4. Field Test Reports: Mail or hand-carry the original within two working days after the test is performed, attached to the original CQC Report and one copy attached to each QC Report copy.
5. Monthly Summary Report of Tests: Submit the report at the end of each month.
6. Testing Plan and Log: Submit the report at the end of each month.
7. Rework Items List: Submit lists containing new entries daily, in the same manner as the CQC Report.
8. CQC Meeting Minutes: Mail or hand-carry the original within two working days after the meeting is held, attached to the original CQC Report and one copy attached to each CQC Report copy.
9. QC Certifications: As required herein.

**B. QUALITY CONTROL PROGRAM REQUIREMENTS**

1. Contractor shall establish and maintain a QC program as described in this section. This QC program is a key element in meeting the objectives of Quality Control and systems commissioning. The QC program consists of the Contractor Organization, QC Plan, a Coordination and Mutual Understanding Meeting, QC meetings, submittal review and certification, testing, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this Contract.
  - a. The QA/QC program must cover on-site and off-site work and be keyed to the work sequence.
  - b. No construction work or testing may be performed unless the QA/QC Manager is on the work site.
  - c. The QA/QC Manager must report to an officer of the firm and not be subordinate to the Project Superintendent.
  - d. The QA/QC Manager, Project Superintendent and other Contractor and Subcontractor personnel must work together effectively. Although the QA/QC Manager is the primary individual responsible for quality control, all individuals will be held responsible for the quality of work on the job.

2. Acceptance of the QA/QC Plan is required prior to the start of construction. The District reserves the right to require changes in the QA/QC Plan and operations as necessary, including removal of personnel, to ensure the specified quality of work.
  3. The District reserves the right to interview any member of the Contractor's organization at any time in order to verify the submitted qualifications.
  4. The District may require the removal of any individual for non-compliance with quality requirements specified in the Contract.
- C. Preliminary Construction Work Authorized Prior to Acceptance. The only construction work that is authorized to proceed prior to the acceptance of the QA/QC Plan is mobilization of storage and office trailers, temporary utilities, and surveying.
- D. Notification of Changes: Notify the District, in writing, of any proposed changes in the QA/QC Plan or changes to the Contractor organization personnel, a minimum of 10 work days prior to a proposed change. Proposed changes are subject to acceptance by the District.
- E. QA/QC Manager and Duties: Provide a Full Time on site QA/QC Manager at the Work site to implement and manage the QC program.
1. **The QA/QC Manager cannot serve in any other capacity on the project (e.g., project manager, superintendent, project engineer, etc.). The QA/QC Manager's sole responsibility is to ensure the development and implementation of the Quality Control Program and to fulfill all other requirements of Section 01400.**
  2. The QA/QC Manager is required to attend the weekly meetings, conduct new subcontractor Pre-Work Preparatory Phase meetings, perform submittal review and certification, ensure testing is performed and provide QC certifications and documentation required in this Contract.
  3. The QA/QC Manager is responsible for managing and coordinating the documentation performed by Contractor testing laboratory personnel and any other inspection and testing personnel required by this Contract not coordinated, overseen, and paid by the District.
  4. **Qualifications: Need to have a minimum of 10 years' experience as a Project Superintendent, QA/QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction contracts, which included the major trades that are part of this Contract.**
    - a. The individual must be familiar with the requirements of DSA, OSHA and Cal OSHA, and have experience in the areas of hazard identification, safety compliance, and sustainability.
  5. Alternate QA/QC Manager Duties and Qualifications: Designate an alternate for the QA/QC Manager at the work site to serve in the event of the designated QA/QC Manager's absence.
    - a. The period of absence may not exceed two weeks at one time, and not more than 30 workdays during a calendar year.
    - b. The qualification requirements for the Alternate QA/QC Manager must be the same as for the QA/QC Manager.

### 1.17 QUALITY CONTROL (QC) PLAN

- A. QC Plan Requirements: Provide, for acceptance by the District, a Construction QC Plan submitted in a three-ring binder that includes a table of contents, with major sections identified with tabs, with pages numbered sequentially, and that documents the proposed methods and responsibilities for accomplishing quality control and system commissioning activities during the construction of the Project and include:
1. A chart showing the Contractor management organizational structure.
  2. Names and qualifications, in resume format, for each person in the Contractor management organization.
  3. Duties, responsibilities, and authorities of each person in the Contractor management organization, including home office personnel responsible for this Project.
  4. A listing of outside organizations, such as architectural and consulting engineering firms, that will be employed by the Contractor and a description of the services these firms will provide.
  5. Letters signed by an officer of the firm appointing the QA/QC Manager and Alternate QA/QC Manager and stating that they are responsible for implementing and managing the QC program as described in this Contract. Include in this letter their authority to stop work which is not in compliance with the Contract. Include copies of the letters in the QC Plan.
  6. Procedures for reviewing, certifying, and managing submittals.
  7. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to submission to the District and Architect. Provide the initial submittal of the Submittal Log as specified in Section 01330 SUBMITTAL PROCEDURES.
  8. Testing laboratory information required herein.
  9. A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test. Use District forms to log and track tests.
  10. Procedures to identify, record, track, and complete rework items. Use District forms to record and track rework items.
  11. Procedures for coordinating, tracking and documenting all required certifications for subcontractors, testing laboratories, suppliers, personnel, etc.
- B. QA/QC Manager shall ensure that certifications are current, appropriate for the work being performed, and will not lapse during any period of the contract that the work is being performed.
- C. Coordination and Mutual Understanding Meeting. After submission of the QC Plan, and prior to the start of construction, the QA/QC Manager will meet with the District to present the QC program required by this Contract. When a new QA/QC Manager is appointed, the coordination and mutual understanding meeting shall be repeated.
1. Purpose: The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, coordination of activities to be performed, and the coordination of the Contractor's

management, production, and QC personnel. At the meeting, the Contractor will be required to explain in detail each management plan or requirement as listed below:

- a. Waste Management Plan.
  - b. Storm water Pollution Prevention Plan
  - c. Environmental regulatory requirements, including requirements related to Demolition.
  - d. Noise Plan
  - e. Commissioning Plan.
  - f. Other plans required by the Contract Documents
- D. Coordination of Activities: Coordinate activities included in various sections to assure efficient and orderly installation of each component. Coordinate operations included under different sections that are dependent on each other for proper installation and operation. Coordinate pre-functional tests and startup testing with District and per the Contract Documents.
- E. Attendees: As a minimum, the Contractor's personnel required to attend include an officer of the firm, the Project Manager, Project Superintendent, QA/QC Manager, Alternate QA/QC Manager, A/E, and subcontractor representatives. Minutes of the meeting will be prepared by the QA/QC Manager and signed by the Contractor and the District. Provide a copy of the signed minutes to all parties.
- F. Agenda Items Include:
1. Review of the Contract Documents to verify that requirements related to systems commissioning are adequately specified, and that each commissioned system is likely to meet the design intent relative to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts.
  2. Procedures for submission, review and approval of submittals are also described in Section 01330 SUBMITTAL PROCEDURES.
  3. Review of sampling and testing procedures required under this Contract.

#### **1.18 QUALITY CONTROL: LABORATORY, TESTS, AND REPORTING REQUIREMENTS**

- A. Construction materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation.
1. The laboratory's scope of accreditation must include the appropriate ASTM standards (E 329, C 1077, D 3666, D 3740, A 880, E 543) listed in the technical sections of the specifications.
- B. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the Corporate Office.
- C. Laboratory Accreditation Authorities: Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology at: <http://ts.nist.gov/ts/htdocs/210/214/214.htm> the American Association of State Highway and Transportation Officials (AASHTO) program at

<http://www.transportation.org/aashto/home.nsf/frontpage>, International Accreditation Services, Inc. (IAS) at <http://www.iasonline.org>, the American Association for Laboratory Accreditation (A2LA) program at <http://www.a2la.org/>.

- D. Capability Check: The District retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract.
- E. Test Results: Reference applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item test or analyzed conforms or fails to conform to specified requirements.
  - 1. If the item fails to conform, notify the District immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable.
  - 2. Test results must be signed by a testing laboratory representative authorized to sign certified test reports.
  - 3. Furnish the signed reports, certifications, and other documentation to the District via the QA/QC Manager.
  - 4. Furnish the signed reports, certifications, and a summary report of field tests at the end of each month to the District. Attach a copy of the summary report to the last daily Contractor Quality Control Report of each month.

#### **1.19 QC CERTIFICATIONS AND DOCUMENTATION**

- A. CQC Report Certification. Contain the following statement within the CQC Report:

"On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge, except as noted in this report."
- B. Invoice Certification. Furnish a certificate to the District with each payment request, signed by the QA/QC Manager, attesting that as-built drawings are current and, coordinated, and attesting that the work for which payment is requested, including stored material, is in compliance with Contract requirements.
- C. Documentation: Maintain current and complete records of on-site and off-site QC program operations and activities.
- D. Construction Documentation: Reports are required for each day that work is performed and must be attached to the Contractor Quality Control (CQC) Report prepared for the same day.
  - 1. Maintain current and complete records of on-site and off-site QC program operations and activities on the required forms.
  - 2. Reports are required for each day work is performed.
  - 3. Account for each calendar day throughout the life of the Contract.
  - 4. Every space on the forms must be filled in. Use N/A if nothing can be reported in one of the spaces.
  - 5. The Project Superintendent and the QA/QC Manager must prepare and sign the Contractor Production and CQC Reports, respectively.

6. The reporting of work must be identified by terminology consistent with the Master CPM Schedule.
  7. In the "remarks" sections of the reports, enter pertinent information including directions received, problems encountered during construction, Work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site, quality control problem areas, deviations from the QC Plan, construction deficiencies encountered, meetings held.
  8. For each entry in the report(s), identify the Schedule Activity No. that is associated with the entered remark.
- E. Quality Control Validation. Establish and maintain the following in a series of three ring binders. Binders shall be divided and tabbed as shown below. These binders must be readily available to the District during all business hours.
1. All completed Preparatory Phase Checklists, arranged by specification section.
  2. All milestone inspections, arranged by Activity Number.
  3. An up-to-date copy of the Testing Plan and Log with supporting field test reports, arranged by specification section.
  4. Copies of all contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.
  5. An up-to-date copy of the Rework Items List.
  6. Maintain up-to-date copies of all punch lists issued by the QC staff to the Contractor and Sub-Contractors and all punch lists issued by the District.
  7. Commissioning documentation including checklists, schedules, tests, and reports.
- F. Testing Plan and Log:
1. As tests are performed, the QA/QC Manager will record on the "Testing Plan and Log" the date the test was performed and the date the test results were forwarded to the District.
  2. Attach a copy of the updated "Testing Plan and Log" to the last daily CQC Report of each month.
- G. Rework Items List: The QA/QC Manager must maintain a list of work that does not comply with the Contract, identifying what items need to be reworked, the date the item was originally discovered, the date the item will be corrected by, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered.
1. The Contractor is responsible for including rework items identified by the District or its representative.
- H. As-Built Drawings: The QA/QC Manager is required to ensure the as-built drawings, required by Section 01780, Project Record Documents are kept current on a daily basis and marked to show deviations which have been made from the Contract Drawings. Ensure each deviation has been identified with the appropriate modifying documentation (e.g. PCO No., CO No., Request for Information No., etc.). The QA/QC Manager must initial each revision.
1. Upon Substantial Completion of Work, the QA/QC Manager will furnish a certificate attesting to the accuracy of the as-built drawings prior to submission to the District.

## **1.20 NOTIFICATION ON NON-COMPLIANCE**

- A. The District will notify the Contractor of any detected non-compliance with the Contract. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the District may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time for excess costs or damages by the Contractor.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 – EXECUTION**

### **3.1 EXAMINATION**

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work constitutes acceptance of existing conditions by the Contractor.
- B. Verify existing substrate is capable of structural support or 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 TEST AND INSPECTION LOG**

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to District and Architect.
  - 4. Identification of testing agency or special Inspector conducting test or inspection.
- B. Maintain test and inspection log at project site. Post changes and modifications as they occur. Provide access to test and inspection log for District or its representative's reference during normal working hours.

### **3.3 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.

### **3.4 PREPARATION AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes. See also Section 01730, Cutting and Patching.
- B. Protect construction exposed by or for quality-control service activities.

- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.



CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
JANUARY 11, 2024  
DSA SUBMISSION SET

<b>NEW SUBCONTRACTOR</b>		<b>PREPARATORY</b>		SPEC SECTION(S)	DATE
(CONTINUED ON SECOND PAGE)					
PROJECT NO.		SUBCONTRACTOR:		SCHEDULE ACTIVITY NO.	CONTRACT NO.
<b>PERSONNEL PRESENT</b>	DISTRICT REP NOTIFIED		HOURS IN ADVANCE:		YES <input type="checkbox"/> NO <input type="checkbox"/>
	NAME		POSITION		COMPANY/DISTRICT
<b>SUBMITTALS</b>	REVIEW SUBMITTALS AND/OR SUBMITTAL REGISTER. HAVE ALL SUBMITTALS BEEN APPROVED? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	IF NO, WHAT ITEMS HAVE NOT BEEN SUBMITTED? _____				
	ARE ALL MATERIALS ON HAND? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	IF NO, WHAT ITEMS ARE MISSING? _____				
<b>MATERIAL STORAGE</b>	CHECK APPROVED SUBMITTALS AGAINST DELIVERED MATERIAL. (THIS SHOULD BE DONE AS MATERIAL ARRIVES.)				
	COMMENTS: _____				
<b>SPECIFICATIONS</b>	REVIEW EACH PARAGRAPH OF SPECIFICATIONS. _____				
	DISCUSS PROCEDURE FOR ACCOMPLISHING THE WORK. _____				
CLARIFY ANY DIFFERENCES. _____					

CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
JANUARY 11, 2024  
DSA SUBMISSION SET

<b>PRELIMINARY WORK &amp; PERMITS</b>	ENSURE PRELIMINARY WORK IS CORRECT AND PERMITS ARE ON FILE. IF NOT, WHAT ACTION IS TAKEN? _____
<b>TESTING</b>	IDENTIFY TEST TO BE PERFORMED, FREQUENCY, AND BY WHOM. _____
	WHEN REQUIRED? _____
	WHERE REQUIRED? _____
	REVIEW TESTING PLAN. _____
	HAVE TEST FACILITIES BEEN APPROVED? _____
<b>SAFETY</b>	ACTIVITY HAZARD REVIEW CONDUCTED? YES <input type="checkbox"/> NO <input type="checkbox"/> REVIEW APPLICABLE PORTION OF SAFETY PLAN. _____
<b>MEETING COMMENTS</b>	DISTRICT COMMENTS DURING MEETING.
<b>OTHER ITEMS OR REMARKS:</b>	

**END OF SECTION 01400**

## **SECTION 01411 - TESTING LABORATORY SERVICES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01400 – “Quality Control Requirements”
- C. Section 01410 – “Regulatory Requirements”
- D. Section 01412 – “Hazardous Material”
- E. Section 01770 – “Contract Closeout Procedures”
- F. Division 2 through 33 Sections for Special Inspections, tests required and standard for testing.

#### **1.3 SUMMARY**

- A. This section describes the requirements and procedures for work involving the testing laboratory.

#### **1.4 REFERENCES**

- A. CBC - California Building Code.
- B. CCR - California Code of Regulations.
- C. ANSI/ASTM D3740 – Practice for Evaluation of agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- D. ANSI/ASTM E329 – Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction.

#### **1.5 REGULATORY REQUIREMENTS**

- A. Testing, sampling and preparing samples will be in accordance with the standards referenced in individual specification sections and in the applicable sections of CBC State Chapters.
- B. Testing and submitting test reports will conform to provisions of Section 4-335, Part 1, Title 24, CCR.
- C. Comply with Requirements of ANSI/ASTM E329 and ANSI/ASTM D3740.
- D. Laboratory shall maintain a full-time registered Engineer on staff to review services.
- E. Laboratory authorized to operate in State in which Project is located.
- F. Testing Equipment shall be calibrated at reasonable intervals with devices of accuracy traceable to either NSB Standards or accepted values of natural physical constants.

#### **1.6 SELECTION AND PAYMENT**

- A. The District will employ and pay for the services of testing laboratory and/or testing agencies acceptable to the Division of the State Architect to conduct required tests and inspections for the Project.

1. Soils: The testing laboratory will observe excavating, grading, and filling operations and provide testing of soil materials as required by the Division of the State Architect and as specified in the Contract Documents. The Soils Engineer will have management, laboratory and field supervisory personnel with minimum 5 years' experience in testing and inspection of soils materials and will have adequate facilities, equipment, and technical references to permit performance of testing and inspections within applicable regulations and standards in accordance with Section 4-335, Part 1, Title 24, CCR.
2. Other Construction: The testing laboratory will conduct tests, inspections, and special inspections as required by the Division of the State Architect and as specified in the Contract Documents.
  - a. Construction Requiring Testing and Inspection Other Than Special Inspection: The testing laboratory will have management, laboratory and field supervisory personnel with minimum 5 years' experience in testing and inspection of work and materials of construction and will have adequate facilities, equipment, and technical references to permit performance of testing and inspections within applicable regulations and standards in accordance with Section 4-335, Part 1, Title 24, CCR.
  - b. Construction Requiring Special Inspection: The testing laboratory will have special inspectors approved by the Division of the State Architect to conduct special inspections as required by the Division of the State Architect under provisions of Section 4-333, Part 1, Title 24, CCR.
- B. Retesting: When initial tests indicate non-compliance with the Contract Documents, subsequent retesting caused by the non-compliance shall be performed by the same testing agency and the costs thereof will be deducted by the District from the Contractor's Contract Price by Change Order.
- C. Retesting Covered Work: Re-examination of previously tested and inspected work may be ordered by the District. The Contractor shall uncover such work if retesting is ordered. If work is found in accordance with Contract Documents, the  
  
District will pay costs of uncovering, removing, retesting and replacing. If work is found not in accordance with Contract Documents, the District will deduct the cost of retesting from the Contract Price by Change Order and the Contractor will bear the costs of uncovering, removing and replacing work.
- D. Testing and inspecting performed for Contractor's convenience, such as testing and inspection to establish equivalence of substitutions, equivalence of repairs to damaged materials, and testing and inspecting to expedite the operations, shall be the Contractor's responsibility.
  1. The Contractor shall employ a licensed professional engineer of the discipline required to develop a testing program which will establish equivalency.
  2. The Contractor shall submit the testing program to the District for review.
  3. The Contractor shall arrange testing in accordance with the accepted testing program to be performed by the District's testing laboratory.
  4. The costs of testing done by the District's testing laboratory for the Contractor will be deducted from the Contract Price by Change Order.
  5. The Contractor may not arrange for testing upon portions of the work already completed except with the written consent of the District and Architect.

- E. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- F. The District shall have the right to make tests at any time on materials or work done whether those materials are specified or substituted items.

#### **1.7 LABORATORY RESPONSIBILITIES**

- A. Provide qualified personnel at site. Cooperate with District, Architect, Project Inspector and Contractor in performance of services.
- B. Perform specified sampling and testing of materials in accordance with specified standards.
- C. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- D. Promptly notify Division of the State Architect, District, Project Inspector and Contractor of observed irregularities and non-conformance of work and products.
- E. Perform additional tests required by District, and Division of the State Architect.
- F. Attend Pre-Construction Meeting, Progress Meetings and other meetings as requested by District.
- G. Perform all tests required by the Division of the State Architect for this Project.

#### **1.8 LABORATORY REPORTS**

- A. Test/Inspection Reports:
  - 1. Reports will comply with Section 4-335(d), Part 1, Title 24, CCR.
  - 2. Include every test and inspection made regardless of whether such tests and inspections indicate that the material and procedures are satisfactory or unsatisfactory.
  - 3. Include records of special sampling operations as required.
  - 4. Indicate that materials were sampled and tested in accordance with requirements of CCR regulations and Construction Documents.
  - 5. Indicate specified design strength of materials such as masonry, concrete and steel.
  - 6. State whether or not materials and procedures comply with requirements of the Contract Documents.
  - 7. Submit copies of reports to Division of the State Architect, District, Project Inspector, and Contractor within 14 days of tests. Submit copies of reports of non-complying materials and procedures immediately.
- B. Verified Reports:
  - 1. Soils Engineers inspecting placement of fills and Special Inspectors will submit Verified Reports in accordance with Section 4-336, Part I, Title 24, CCR.
    - a. Special inspections requiring Verified Reports include, but are not limited to, inspections of masonry construction, glued-laminated timber fabrication, wood framing using timber connectors, manufactured trusses, ready-mixed concrete batching, shotcrete application, shop welding and field welding.
    - b. Submit two copies of reports directly to the Office of Regulation Services; forward one copy each to District, Architect and Project Inspector.

2. Soils Engineers and testing laboratories conducting tests on materials will submit verification of test reports at completion of testing program and when required by Office of Regulation Services in accordance with Section 4-335(e), Part I, Title 24, CCR.
  - a. The Final Laboratory Verified Report or Laboratory Affidavit will indicate whether every material tested passed and disposition of problems associated with earlier deficient test reports.
  - b. Submit two copies of each report directly to Office of Regulation Services; forward one copy each to District and Project Inspector.

#### **1.9 LIMITS ON AGENCY OR TESTING LABORATORY AUTHORITY**

- A. Agency or laboratory may not release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop work.

#### **1.10 CONTRACTOR RESPONSIBILITIES**

- A. Package and deliver to laboratory at designated location adequate samples of materials proposed to be used which require testing. Samples shall be selected by laboratory personnel. Allow proper time for selecting samples, and making tests or considerations.
- B. Cooperate with laboratory personnel, and provide access to work and to manufacturer's facilities.
- C. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples as selected by laboratory personnel at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- D. Schedule all tests and inspections with the testing and inspections firm and to notify District and Project Inspector a minimum of 3 working days prior to expected time for operations requiring inspection and testing services. Do not allow work to be covered prior to inspection and testing.
- E. Cooperate fully with the testing laboratory's personnel and with special inspectors in inspecting any part of the construction and in taking any samples of materials required to be tested. Provide access to the work. The Contractor's personnel shall furnish and cut or prepare all samples in the presence of either the testing laboratory personnel or the special inspectors and secure the witness's initial on each sample prepared.
- F. Notify the testing laboratory to send a bonded messenger to pick up the initialed samples the same day the samples were prepared. Alert the testing laboratory 3 working days in advance as to the times and location of the required sampling, tests and inspections so as to not delay the work of the project, and make sure that the required sampling, tests inspections are promptly completed.

#### **1.11 INSPECTIONS AND TESTS**

Required inspections and tests may include, but are not limited to, the following:

- A. Testing Certificates to be provided by Contractor:
  1. Mill test reports for reinforcing steel.
  2. Mill test reports for cement.

3. Weighmaster's tickets for each load of transmit mixed concrete.
  4. Weighmaster's affidavit.
  5. Certifications of welders.
  6. Certifications of materials.
- B. Initial Testing Provided by District:
1. Concrete Reinforcing:
    - a. Review mill tests.
    - b. Sample and test unidentified reinforcing steel.
    - c. Sample and test identified reinforcing steel.
    - d. Inspect placement and installation of reinforcing steel.
    - e. Inspect field welding of reinforcing steel.
  2. Cast-In-Place Concrete:
    - a. Sample and test cement.
    - b. Sample and test aggregate.
    - c. Review mix designs and confirm mix design proportions with weighmaster.
    - d. Perform initial batch plant inspection.
    - e. Inspect concrete placement.
    - f. Sample and test slump of concrete.
    - g. Test air content of concrete.
    - h. Sample and test concrete for compressive strength.
    - i. Test concrete for shrinkage.
  3. Rough Carpentry: Load test expansion anchors.
- C. The cost of the following initial tests, if required, will be deducted by the District from the Contract Price by Change Order.
1. Testing to establish equivalence of material not properly identified.
  2. Testing to establish equivalence of substitutions.
  3. Testing required to expedite Contractor's operations.
  4. Testing relating to repair of work which fails to meet specifications.
  5. Testing and inspection required to correct damage to material in shipping and erection.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01411**



## **SECTION 01412 - HAZARDOUS MATERIALS**

### **PART 1– GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provision in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01311 – “Project Management and Coordination”
- C. Section 01312 – “Project Meetings”
- D. Section 01420 – “References”
- E. Section 01572 – “Storm Water Pollution Prevention Plan ‘SWPPP’”
- F. Divisions 2 through 33 Sections for Hazardous Materials requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section describes Project requirements applicable to Work in connection with hazardous materials, hazardous waste, abatement, and disposal including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste. This Section supplements the requirements elsewhere in the Contract Documents.

#### **1.4 DISCOVERY OF HAZARDOUS MATERIALS**

- A. In the event the Contractor encounters or suspects the presence on the Site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and copy the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District 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 District and the Contractor.
- B. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state and federal regulation which may include: (1) CCR Title 8, Division 4, Chapter 4, Sections 5163 through 5167 and 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental

- Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).
- C. Should the discovery of contaminants cause delay to Contractor's operation, extension of Contract Time will be granted by District in accordance with Section 00700 (General Conditions) and Section 01310 (Construction Scheduling.) Contractor may not be entitled to damages or additional payment due to such delays. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time.
- D. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01310 (Construction Scheduling) regarding requirement to demonstrate Time Impacts.

### **1.5 SUBSURFACE HAZARDOUS MATERIALS**

- A. If Contractor encounters surface contamination, the following provisions and precautionary measures shall be implemented during construction.
1. Contractor's personnel shall be alert for and immediately report to the District any detectable chemical odors, unusual debris, or discolored soil.
  2. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharge of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
  3. Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.
  4. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethyl benzene and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water.
  5. Laboratory chemical analysis reports associated with the water samples shall be provided to District's Representative.
  6. Removal of dewatering equipment: After having served their purpose, all protective works and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.

7. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of the Contractor.
8. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to District's Representative.

#### **1.6 HAZARDOUS MATERIAL WORK LIMITATIONS**

- A. In the event that the presence of hazardous materials is suspected or discovered on the Site the District 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 Specification Section 01250 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 District, as certified by an independent testing laboratory and approved by the appropriate government agency.
- B. To protect construction workers and members of the public from known or undiscovered hazardous building materials, including asbestos and lead, undertake all demolition activities in accordance with Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). See Hazardous Materials Removal Specifications (02080, 02081, 02082 and 02085) and Reports for additional requirements.
- C. During demolition activities, all building materials containing lead paint shall be removed in accordance with Cal-OSHA Lead in Construction Standard, title 8 and California Code of Regulations 1532.1.
- D. All potentially friable asbestos-containing materials (ACMs) shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition or renovation that may disturb the materials. Applicable standards include the following:
  1. The facility shall be inspected before any renovation occurs in which 160 square feet or more of building materials or 260 linear feet or more of pipe insulation will be disturbed at a regulated facility or any demolition occurs at a regulated facility.
  2. An asbestos notification form shall be submitted to the Bay Area Air Quality Management District (BAAQMD) for any regulated asbestos abatement project or regulated demolition 10 working days before the activity begins.
  3. If ACMs are discovered during a renovation or demolition, they must be removed before the project may proceed. Also, the Cal-OSHA and California Environmental Protection Agency (Cal-EPA) hazardous waste regulation apply in most cases.
- E. No Work will be accepted until asbestos contamination is reduced to levels deemed acceptable by the District's asbestos consultant.
- F. Interface of Work under this Contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing

products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

**1.7 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR**

- A. In the event the hazardous materials on the Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the t Site. In addition, the Contractor shall defend, indemnify and hold harmless District 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.

**1.8 TERMS OF HAZARDOUS MATERIAL PROVISION**

- A. The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

**1.9 NON-UTILIZATION OF ASBESTOS MATERIAL**

- A. NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.
- B. Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.
- C. Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

**1.10 REMOVAL OF CONTRACTOR INSTALLED ASBESTOS MATERIALS**

- A. All Work or materials found to contain asbestos, or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.
1. Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.
  2. The asbestos removal contractor shall be appropriately licensed and registered, qualified in the removal of asbestos and shall be approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.
  3. The asbestos consultant shall be approved by the District, who shall have sole discretion and final determination in this matter.

**1.11 NATURALLY OCCURRING ASBESTOS**

- A. To protect construction workers and members of the public from exposure to known areas of naturally occurring asbestos (NOA), all ground disturbing activities will be undertaken in

accordance with all applicable Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). In addition, any ground-disturbing activity in an area that meets one or more of the applicability criteria for the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations, as adopted by the California Air Resources Board (CARB), is subject to the requirements therein, Per Section 93105 (b) of the ATCM, these criteria are as follows:

1. The area to be disturbed is located in a geographic ultramafic rock unit; or
2. The area to be disturbed has naturally-occurring asbestos, serpentine, or ultramafic rock as determined by the District, or the Air Pollution Control Officer (APCO); or
3. Naturally-occurring asbestos, serpentine, or ultramafic rock is discovered by the District, a registered geologist, or the APCO in the area to be disturbed after the start of any construction, grading, quarrying, or surface mining operation.

#### **1.12 REFERENCES TO REGULATORY REQUIREMENTS**

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in the Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Contract Documents exists, the most stringent requirements shall be used.
- B. Conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

#### **1.13 LAWS, ORDINANCES, RULES, AND REGULATIONS**

- A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.
- B. Federal:
  1. Statutory Requirements:
    - a. Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.*
    - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sections 9601 *et seq.*
    - c. Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 *et seq.*
    - d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 *et seq.*
    - e. Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*
    - f. Safe Drinking Water Act, 42 U.S.C., Sections 3001 *et seq.*
    - g. Clean Air Act, Section 112, 42 U.S.C., Section 7412
    - h. Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 *et seq.*
    - i. Underground Storage Tank Law, 42 U.S.C., Sections 6991 *et seq.*
    - j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C.,

- k. Sections 11011 et seq.
- 2. Environmental Protection Agency (EPA):
  - a. 40 C.F.R. Parts 260, 264, 265, 268, 270
  - b. 40 C.F.R. Parts 258 et seq.
  - c. 40 C.F.R. Part 761
  - d. 40 C.F.R. Parts 122-124
- 3. Occupational Safety and Health Administration (OSHA):
  - a. OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard
  - b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
  - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
  - d. National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61
  - e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
- 4. Department of Transportation:
  - a. Title 49 C.F.R. 173.1090
  - b. Title 49 C.F.R. 172
  - c. Title 49 C.F.R. 173
  - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
  - 1. Statutory Law:
    - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*
    - b. Health and Safety Code, Section 25359.4
    - c. Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*
    - d. Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*
    - e. Health and Safety Code, Sections 25915-25924
    - f. California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
    - g. Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5
    - h. Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*
    - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*
    - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)
    - k. Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*
    - l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95

2. Administrative Code and Regulations:
  - a. Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*
  - b. Title 8 CCR, Section 1529, Asbestos
  - c. Title 8 CCR, Section 1532.1, Lead in Construction
  - d. Title 23 CCR, Sections 2610 *et seq.*
3. Local Agency Requirements:
  - a. Bay Area Air Quality Management District, Fugitive Dust Rules
  - b. Bay Area Air Quality Management District Regulation 11, Rule 2
  - c. State Water Resource Control Board, General Construction and Land Disturbance Activities (Order 2009-009 DWQ)
4. Local Agency Requirements:
  - a. Contra Costa County Fire Protection District
  - b. City of San Pablo, CA
  - c. City of Pleasant Hill, CA

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01412**

## **SECTION 01416 - SPECIAL PROCEDURES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01290 – “Payment Procedures”
- C. Section 01330 – “Submittal Procedures”
- D. Section 01740 – “Warranties and Guaranties”
- E. Section 01780 – “Project Record Documents”
- F. Section 01820 – “Demonstration and Training”
- G. Divisions 2 through 33 Sections for Contract Closeout Procedure requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. In Compliance with CEQA requirements, the District conducted an Initial Study to ascertain if the project may have an effect on the environment. The Initial Study identified potential impacts on the environment. However, all potential impacts of the proposed Project can be avoided or reduced to a less-than-significant level by implementation of the following mitigation measures. Contractor shall conform with the following mitigation measures, including but not limited to, the following:
  - 1. Noise Control Plan
  - 2. Dust Control Plan
  - 3. Traffic Control Plan
  - 4. Spill Prevention, Control and Countermeasure Program
  - 5. Tree Protection Plan
  - 6. Migratory Bird Protection Plan
  - 7. Cultural Resources Protection Plan
- B. In no case shall the restrictions identified in this Section limit the Contractor's responsibility for compliance with all Federal, state, and local safety ordinances and regulations.

#### **1.4 NOISE CONTROL**

- A. Definitions
  - 1. Noise is any audible sound which has the potential to annoy or disturb humans, or to cause an adverse psychological or physiological effect on humans.
  - 2. Daytime refers to the period from 7 AM to 7 PM local time daily, except Sundays and Federal holidays.



3. Evening refers to the period from 7 PM to 10 PM local time daily, except Sundays and Federal holidays.
  4. Nighttime refers to the period from 10 PM to 7 AM local time daily, as well as all day Sunday and Federal holidays.
  5. Nuisance Noise refers to sound levels that annoy or disturb a reasonable person of normal sensitivities, but do not exceed the noise limits specified herein.
  6. Lot-line refers to the line separating the campus from another parcel or from the street.
  7. Background Noise shall be defined as the measured ambient noise level associated with all existing environmental, transportation, and community noise sources in the absence of any audible construction activity.
  8. dBA shall be defined as the sound level (in decibels referenced to 20 micro-pascals) as measured using the A-weighting network on a sound level meter, in accordance with ANSI S1.4 Standards.
  9. Lmax shall be defined as the maximum measured sound level at any instant in time.
  10. Leq shall be defined as the equivalent sound level, or the continuous sound level that represents the same sound energy as the varying sound levels, over a specified monitoring period.
  11. L10 shall be defined as the sound level exceeded 10 percent of the time for a specified monitoring period.
  12. Slow specifies a time constant or 1 second for the root-mean-square (RMS) detector used by a sound level meter, in accordance with ANSI S1.4 Standards.
  13. Impact noise is noise produced from impact or devices with discernible separation in sound pressure maxima. Examples for impact equipment include, but are not limited to; blasting, clam shovel or chisel drops, pavement breakers, jackhammers, hoe rams, mounted impact hammers, and impact pile drivers (but not vibratory pile drivers).
- B. The intent of this Section is to minimize construction noise within construction areas, lay-down areas, and communities adjacent to the construction site. To this end, the Contractor and all subcontractors, suppliers, and vendors, are required to comply with all applicable noise regulations, specification requirements, and the noise level limits specified herein.
- C. The Contractor shall use equipment with efficient noise-suppression devices and employ other noise abatement measures such as enclosures and barriers necessary for the protection of the public, as necessary.
- D. The Contractor shall schedule and conduct operations in a manner that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the Work and to occupants of buildings in the vicinity of the Work.
- E. After the Preconstruction Meeting and prior to the commencement of the Work at the Site, Contractor shall submit a Noise Control and Monitoring Plan for review and acceptance by the District.
1. The Noise Control and Monitoring Plan shall describe the noise monitoring and reporting procedure to be used during construction, the procedures for predicting construction noise levels prior to performing construction activities, and describe the noise reduction measures required to meet the noise level limitations and minimize nuisance noise conditions. Noise generating equipment shall not be operated prior to acceptance of the Noise Control and Monitoring Plan.
  2. The Noise Control and Monitoring Plan shall identify and describe the following in detail:

- a. The receptor locations where noise monitoring will be performed. Include a site plan showing all locations.
  - b. The type of noise level measurement device that will be used.
  - c. The noise monitoring methods and procedures that will be used.
  - d. The data reporting method that will be used.
  - e. The response procedure and actions to be taken by the Contractor for any lot-line, educational facility, or equipment noise level that exceeds the noise limits specified in this Section. The response procedure may include, but not be limited to, use of additional noise reduction materials and equipment.
  - f. The noise complaint response and resolution procedures.
  - g. A description of the anticipated significant noise generating construction activities.
  - h. An inventory of construction equipment to be utilized and the associated noise levels for each.
- F. Submit a current laboratory calibration conformance certificate for the noise monitoring equipment to be used prior to performing any noise level monitoring. Submit updated certificates following subsequent yearly calibrations, or upon completion of repairs to the instrument, for the duration of this Contract.
- G. Noise Control Measures: Contractor shall implement the following noise-control measures to reduce and control noise generated from construction, demolition, and construction related activities:
1. Restrict noise-producing construction activities Monday through Friday between the hours of 7:00am to 3:30pm, or until 5:30pm with city engineers approval. Saturday from 8:00am to 5:00pm with city engineers approval. Construction on Sundays shall be avoided, if possible, and there will be no construction on public holidays without prior written request submitted to and written approval returned by the District, at its sole discretion. A decision by the District to deny Sunday or holiday work shall not be deemed to cause a delay in the Contract Time. When activities must occur outside the hours specified above, conform with notification requirements of this Section and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.
  2. Comply with all City of Pleasant Hill requirements regarding both allowable hours of Work and noise level limitations.
  3. Contractor shall comply with applicable regulatory requirements for the operation of powered construction equipment during all phases of construction.
  4. All construction equipment shall have appropriate mufflers, intake silencers, and other required noise-control features, shall be properly maintained and in compliance with State standards.
  5. Vehicles and other gas or diesel powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.
  6. Impact tools shall utilize "quiet technology" to minimize noise.
  7. Contractor shall provide and post signs at the Site giving the name and telephone number or e-mail address of the District and/or designated College Representative whom the public should contact regarding any noise complaints. If necessary due to complaints, Contractor shall provide additional noise-attenuating measures such as additional mufflers or engine shrouding.

- H. Secure written permission from the District at least three (3) working days prior to using noisy and vibratory equipment, such as jackhammers, concrete saws, impact tools, and high frequency electrical equipment. Cooperate with District if the use of noisy equipment becomes objectionable to college employees and/or students
- I. The work must be conducted so that nearby residents will not be disturbed at any time during the Work including, but not limited to, the following requirements:
  - 1. The Contractor shall perform all work within the permissible noise levels, day of week, or weekend and hour of day limitations, and within the guidelines established by applicable federal, state, and municipal codes, regulations, laws, and standards.
  - 2. During the Work, the Contractor shall ensure that all noise generated from construction-related equipment and construction activity complies with applicable Contra Costa County and City of Pleasant Hill noise standards and thresholds where technically feasible. Noise standards and thresholds of Contra Costa County and City of Pleasant Hill are therefore included, by reference, in the Contractor's contract.
  - 3. In the event of complaints from nearby residents or the campus community, the Contractor shall measure noise levels at adjacent residential lot lines. In the event that construction noise exceeds the specified limits, the responsible construction activity shall cease until appropriate noise control measures are implemented. In the event that the measured noise level exceeds allowable limits as specified in this Section, or is resulting in nuisance conditions, the Contractor shall immediately alter operations or use noise reduction materials and methods to reduce noise levels or to alleviate the nuisance conditions.
  - 4. Do not use loud vocal or mechanical signals. Use of outside speakers, loud radios and similar devices are prohibited.
  - 5. Not Used.
  - 6. Work shall be performed in a manner to prevent nuisance conditions such as noise which exhibits a specific audible frequency or tone (e.g., backup alarms, poorly maintained equipment, brake squeal, etc.) or impact noise (e.g., jackhammers, hoe rams). The District will make any final interpretation concerning whether or not nuisance noise conditions exist. Only the District representatives and specifically designated College representatives have the authority to stop the Work until nuisance noise conditions are resolved, without additional Contract Time or compensation for the Contractor.

## **1.5 DUST CONTROL PLAN**

- A. Contractor shall develop and submit, in accordance with Section 01330, a Dust Control Plan, and implement dust control measures to protect air quality during construction to control dust emissions generated during construction, implement the following Bay Area Air Quality Management District (BAAQMD) measures for construction emissions of particulate matter over 10 microns in size (PM10):
  - 1. Water all active construction areas at least twice daily.
  - 2. Cover all trucks hauling soil, sand and other loose materials, or require all trucks to maintain at least 2 feet of freeboard.
  - 3. Apply water three times daily or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at the Site.
  - 4. Sweep driveways and adjacent public streets daily (with water sweepers) if visible soil materials have been carried onto adjacent public streets.

5. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 miles per hour.
6. Limit speed of vehicles to 10 miles per hour or less on the Site.
7. If Campus or neighborhood complaints regarding objectionable dust are received by the College, the Contractor shall take immediately action to abate such conditions.

#### **1.6 TRAFFIC CONTROL PLAN**

- A. Contractor shall develop and submit a Traffic Control Plan, and implement the traffic control plan to minimize the effects of construction traffic on the Campus and surrounding residential areas, as appropriate. Submit the plan in accordance with Section 01330 to the District for review and approval.
- B. The Construction traffic control plan will include, at a minimum, the following requirements:
  1. Provide clearly marked pedestrian detours if any sidewalk or pedestrian walkway closures are necessary. Provide clear directional signage as required.
  2. Provide clearly marked bicycle detours if bicycle routes must be closed, or if bicyclist safety would be otherwise compromised. Provide clear signage as required.
  3. Provide crossing guards and/or flag persons as needed to avoid traffic conflicts and ensure both pedestrian and bicyclist safety at all times.
  4. Use nonskid traffic plates over open trenches to minimize hazard.
  5. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists and pedestrians.
  6. Notify and consult with emergency service providers, including the Campus Police Department, and maintain clear, unobstructed access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
  7. Obtain City of Pleasant Hill approval for preferred construction traffic routing over public streets, location of temporary curb cuts, if any, and/or other construction traffic access and egress from public streets to the Site. Consult with District concerning preferred construction traffic routing prior to requesting City approval. Contractor shall be responsible for obtaining any required permits and for all associated costs.
  8. Avoid routing construction traffic through residential areas to the extent feasible. Prohibit mobilization and demobilization of heavy construction equipment during AM and PM peak traffic hours, and pursuant to City of Pleasant Hill requirements.
  9. Provide access for drive ways and private roads outside the immediate construction zone by using steel plates or temporary backfill as necessary.
  10. Prohibit construction worker parking in student parking lots and in residential areas.
- C. Contractor shall notify the District, Project Inspector, Campus Police Department, city and county agencies, as applicable, a minimum of five (5) working days in advance of performing work which necessitates closing or interfering with traffic on public thoroughfares, parking areas, driveways and walks. Obtain written permission prior to effecting such closures and interruptions.
- D. The District will designate an entrance to the Site for the Contractor's use for the Work.

#### **1.7 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PROGRAM**

- A. Contractor shall prepare and implement a Spill Prevention, Control and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic or petroleum

- substances during construction and demolition activities. Submit a SPCCP Plan to the District in accordance with Section 01330 and obtain approval of the SPCCP before any construction or demolition activities begin at the Site.
- B. Contractor shall routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. Inform the District immediately if there is a noncompliance issue and take immediate measures to restore compliance.
  - C. The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following:
    - 1. Violates applicable water quality standards.
    - 2. Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
    - 3. Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.
  - D. If a spill is reportable, notify the District's Representative and take action to contact appropriate safety and clean-up crews to ensure that the SPCCP is followed.
    - 1. A written description of reportable releases must be submitted to the District's Representative and to the San Francisco Bay Regional Water Quality Control Board (RWQCB). This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred and a description of the steps taken to prevent and control future releases. Document the releases on a spill report form.
    - 2. If a reportable spill has occurred and results determine that project activities have adversely affected surface water or groundwater quality, the District will engage a registered environmental assessor at Contractor's expense for a detailed analysis to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards and will include recommendations for reducing or eliminating the source or mechanisms of contamination.
    - 3. Based on this analysis, the Contractor shall select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the District.

## **1.8 TREE PROTECTION PLAN**

- A. Develop and submit a Tree Protection Plan to the District in accordance with Section 01330 and obtain approval prior to Start or Work on site. The plan shall include full-size drawings of the Site and indicate all trees that may be impacted by the Work, and all trees that will require proactive protection from damage. Protective measures must be indicated in the plan and on the Drawings.
- B. Definitions:
  - 1. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
  - 2. Root Protection Zone ("RPZ"): The areas enclosed with tree protection fencing as designated on the Drawing(s).
  - 3. Tree damage: Tree damage shall include, but not limited to, the following: Significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or

excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage or roots.

- C. Root Protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk. For items of Work delayed materially beyond the date of Substantial Completion, provide update submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
- D. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.
- E. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.
- F. Any tree that is removed without District's permission or is irreparably damaged, in the opinion of District, shall cost Contractor in damages [\$100.00] per square inch of cross section, measured at 4 ½ feet above ground, but not less than [\$250.00], such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately and District determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to District, so that District may determine applicable damages.

#### **1.9 MIGRATORY BIRD PROTECTION**

- A. Conduct tree removal and building demolition outside of the migratory bird nesting season. The bird nesting season for migratory birds in this part of California is March 1st through July 31. See Section 01415, Table 1, Section IV, Biological Resources for more information on the bird nesting season.
- B. If tree removal or building demolition must take place during the bird nesting season, these activities shall be preceded by a survey paid for by the District for nesting migratory birds by a certified Wildlife Biologist in the State of California. If bird nests are discovered in the trees or on the buildings, they shall not be removed while the nest(s) are active. Contractor shall plan and schedule to remove all trees and buildings during the non-bird nesting season, which is between August 1<sup>st</sup> and February 28<sup>th</sup> each year to avoid the need for such activities during the bird nesting season. Any delays as result of tree or building removal that could not occur during the bird nesting season due to active nests are the responsibility of the Contractor if said delays were within the control of the Contractor by performing the work in the non-bird nesting season.

#### **1.10 CULTURAL RESOURCES PROTECTION PLAN**

- A. Develop and submit a Cultural Resources Protection Plan in accordance with Section 01330. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations or human bones or paleontological resources are discovered inadvertently during ground-disturbing activities, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify District's Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for District's Representative to evaluate the nature and significance of the find and implement appropriate management procedures.

- B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify District's Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.
- C. If human remains of Native American origin are discovered during construction, it will be necessary to comply with State laws relating to the disposition of Native American burials, which fall under the jurisdiction of the NAHC (Public Resources Code (PRC) Section 5097. Consequently, if any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby areas reasonably suspected to overlie adjacent human remains:
  - 1. Until the Contra Costa County Coroner has been informed and has determined that no investigation of the cause of death is required;
  - 2. If the remains are of Native American origin;
    - a. The descendants of the deceased Native American(s) have made a recommendation to the landowner or the person responsible for the excavation work regarding means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98 or
    - b. The NAHC has been unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the NAHC.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01416**

## **SECTION 01420 – REFERENCES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01312 – “Project Meetings”
- C. Section 01410 – “Regulatory Requirements”
- D. Section 01770 – “Contract Closeout Procedures”
- E. Division 2 through 33 for References requirements for the work in those Sections.

#### **1.3 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents specify more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: 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.
  - 1. 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.
- D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not contained within the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."



- F. Abbreviations and Acronyms for Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.
- H. Abbreviations and Acronyms for Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.
- I. Abbreviations and Acronyms for State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01420**

## **SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 –GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01140 – “Work Restrictions”
- C. Section 01311 – “Project Management and Coordination”
- D. Section 01412 – “Hazardous Material”
- E. Section 01416 – “Special Procedures”
- F. Section 01505 – “Construction Waste Management”
- G. Section 01572 – “Storm Water Pollution Prevention Plan”
- H. Section 01710 – “Cleaning Requirements”
- I. Section 01770 – “Contract Closeout Procedures”
- J. Divisions 2 through 33 Sections for specific requirements for Temporary Facilities and Controls for the Work in those Sections.

#### **1.3 TEMPORARY FACILITIES AND CONTROLS PLAN**

- A. Prior to the start of Work at the Site, Contractor shall provide full size drawings of site plan drawings illustrating the following:
  - 1. Locations and dimensions of temporary facilities including, but not limited to, all site trailers. Include floor plan layouts and pertinent details.
  - 2. Equipment and material storage areas.
  - 3. Pedestrian access paths and crossings,
  - 4. Location of way finding and other signage,
  - 5. Contractor haul routes and avenues of ingress/egress to and within the Campus.
  - 6. All fenced area and details of the fence installation.
  - 7. Identify any areas which may have to be paved or graveled to control dust or prevent tracking of mud.
  - 8. Other items including locations of safety and construction fences and/or barriers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.
- B. Contractor shall submit to District one (1) hard copy, and a PDF of the Temporary Facilities and Control Plans for review by the District.

- C. Contractor shall not perform any work at the Site until said site plan submitted by the Contractor has been accepted in writing by the District.
- D. Contractor can include this plan as part of the plan required by Section 01140, Work Restrictions.

#### **1.4 REQUIRED TEMPORARY FACILITIES AND CONTROLS**

- A. Contractor shall provide and maintain all temporary facilities, utilities, and controls as required to perform the Work and as required herein. Materials, installation, and maintenance of temporary utilities and facilities shall be in compliance with all applicable local and State regulatory requirements. Remove temporary utilities and facilities, including associated materials and equipment, when no longer required. Restore and recondition existing facilities used during construction and areas of the Site, roads, driveways, parking lots, landscaping, and any other existing improvements either damaged or disturbed by the installation of temporary facilities or utilities to their original condition. Remove and properly dispose of debris resulting from removal and reconditioning operations.
- B. Contractor shall furnish and install requirements for temporary utilities, facilities, security, and protection which include but are not limited to the following:

##### **1. Temporary Electric Power and Lighting**

- a. The installation and removal of all temporary distributions of power throughout the Site shall be the sole responsibility of the Contractor without adjustment to the Contract Price or the Contract Time. The Contract Price shall not be adjusted on account of any disruption, reduction or elimination of electrical power service to the Site. Contractor shall provide power outlets for construction operations, with branch wiring and distribution boxes located as required to complete the Work.
- b. Contractor shall provide and maintain electrical power at the Site for construction purposes, for temporary facilities and trailers, and for any other site offices or trailers required by the Contract Documents. Contractor shall provide all necessary wiring and appurtenances.
- c. Contractor shall provide and maintain distribution of temporary electrical power and lighting to the Work and for use by the District project manager and project inspector.
- d. Contractor shall provide temporary power main service disconnect and over current protection at convenient locations and as required by governing codes.
- e. The Contractor shall be responsible for providing temporary facilities as required to deliver power service from the point of connection to the point(s) of intended use.
- f. The Contractor shall provide, install, and maintain temporary electrical lighting wherever necessary to provide illumination for the proper performance and/or observation of the Work. Where required, a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work shall be provided.
- g. **Existing Temporary LED Lighting: In addition to maintaining existing exterior light poles and lighting during the construction duration, the Contractor shall maintain in good condition the existing temporary LED lighting installed approximately every eight feet along the temporary fencing on 2"x4" wood posts secured to the temporary fencing adjacent to pedestrian paths of travel on all sides of the project site. Contractor shall replace any lighting that may burn out or damaged by Contractor during the contract duration. Contractor is**

**responsible for removing all of the temporary lighting after Substantial Completion and when existing permanent lighting is in place.**

**2. Temporary Communications/Telephone**

- a. Contractor shall provide, maintain, and pay for all required communications and data services (including without limitation telephone, e-mail and internet) to all Project field offices to include a multi-function printer, copier, scanner, fax unit commencing at the time of Project mobilization, including all installation, connection, and monthly charges. The installation and removal of all temporary telephone and data distribution shall be the sole responsibility of the Contractor without adjustment of the Contract Price or the Contract Time.
- b. Contractor shall provide, maintain, pay for telephone and data/internet service to field offices at time of project mobilization and for the duration of the project. Contractor to pay costs for telephone installation, telephones, internet access, maintenance services and removal.
- c. Contractor to provide a list of important telephone numbers at each telephone on the site offices including, but not limited to the following:
  - i) Police and Fire Departments
  - ii) Campus Police Services
  - iii) Ambulance Service
  - iv) Contractor's home office
  - v) All Principal Subcontractors' field and home offices
  - vi) Architect's office
  - vii) Engineer's office
  - viii) District office
  - ix) Project Manager and Construction Manager
  - x) Project Inspector of Record
  - xi) Campus Building & Grounds Department
  - xii) Testing Laboratory
- d. Provide Contractor superintendent with cellular telephone for use when away from field office.

**3. Temporary Water**

- a. The District will furnish and pay for water during the work to the extent water is available on the Site. The Contractor shall be responsible for providing all temporary facilities required to deliver District water from the point of connection to point of intended use on the Project.
- b. Contractor shall be allowed to utilize water from the **District for domestic use only. Water shall not be provided nor used for dust control, street cleaning, cleaning tools, soil compaction, or vehicle washing. Water used for such purposes shall be provided by the Contractor at its expense.**
- c. Contractor shall provide and maintain necessary temporary water supply connections, pipes, hoses, nozzles, and fittings required. Before final acceptance, all temporary water supply components installed by Contractor shall be removed in a manner approved by District's Representative.

- d. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants, in no case shall pipe wrenches be used for this purpose. **Contractor shall obtain written approval and pay all required fees of governing agencies having jurisdiction (e.g., EBMUD and Contra Costa County Fire Protection District (CCCFPD) prior to using any fire hydrant water on or off Contra Costa Community College District property.**
- e. Contractor shall provide and use backflow preventers on water lines at point of connection to any District water supply. Backflow preventers shall comply with requirements of California Uniform Plumbing Code. The installation and removal of all temporary backflow preventers on the Site shall be the sole responsibility of the Contractor without any adjustment to either the Contract Sum or the Contract Time. Before final acceptance, all temporary connections and piping installed by Contractor shall be removed in a manner approved by District's Representative.
- f. Contractor shall provide and make potable water available for human consumption. Contractor shall provide and maintain suitable quality water service required for construction operations.

#### 4. Temporary Fences

- a. Temporary Fencing: Contractor shall provide temporary fencing around specified construction areas for safety and protection. Provide chain link fencing not less than six (6) feet in height, complete with metal posts and required bracing, anchorage, visual screening (green fabric), and with truck and pedestrian gates. All vehicle and Pedestrian gates and openings shall have gates secured after hours of operation.
- b. Contractor shall provide padlocks used for securing all gates. Padlocks shall be designed to prohibit cutting of shackle. Contractor shall coordinate keying strategy with District and Contra Costa County Fire Protection District
- c. Contractor shall be responsible for locking gates and shall be secured with minimum 3/8-inch-thick, 30 grade coil chain, minimum 5/16-inch cable. Gates shall be kept closed and locked at all times when not in use.
- d. All existing fences affected by the Work shall be maintained by Contractor until Final Completion of Project. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the timing of fence relocation or dismantling has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Site Enclosure Fence: Contractor shall furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gate.
- e. Contractor will be responsible for maintaining security by limiting number of keys and restricting distribution to authorized personnel.
- f. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violation of security.
- g. Contractor shall provide secure lockup for stored materials and equipment which are of value or attractive for theft.
- h. Contractor shall be responsible for project security for materials, tools, equipment, supplies and completed and partially completed Work.

- i. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition, and to their original locations.

**5. Temporary Protection of Public and Private Property**

- a. Contractor shall protect, shore, brace, support and maintain all existing underground utilities including but not limited to the following: all pipes, conduits, drains and other underground construction uncovered or otherwise affected by construction operations.
- b. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences and other surfaces structures affected by construction operations, together with all sod and shrubs in yards, planting areas, and medians, shall be restored to their original condition, wherever affected by construction operations. All replacements shall be made with new materials.
- c. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall be solely responsible without adjustment of the Contract Price or the Contract Time to make satisfactory and acceptable arrangements with the District, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- d. **All fire hydrants and water control valves shall always be kept free from obstruction and available for use.**

**6. Temporary Sanitary Facilities**

- a. Contractor shall provide and maintain temporary sanitary toilets for use of all workers throughout the course of the Work. At a minimum, sanitary facilities shall be located at the trailer site, Contractor staging area(s) and adjacent to Work areas.
- b. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the Project, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least (1) toilet will be furnished for each (15) persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
- c. Contractor shall comply with all minimum requirements of the Contra Costa Health Department or other public agency having jurisdiction.
- d. Maintain temporary facilities in a sanitary condition at all times during the Project.
- e. Contractor will keep sanitary facilities free from graffiti.
- f. Use of toilet facilities installed as part of the Work shall not be permitted.
- g. All Portable toilets shall be located within fenced areas of the Site.
- h. Contractor shall be responsible for providing access to the temporary toilet facilities.

**7. Temporary Barriers and Enclosures**

- a. Contractor shall provide barriers to prevent unauthorized entry to construction areas to allow for District's use of the Site, and to protect existing facilities and adjacent improvements from damage during construction operations.

- b. Contractor shall provide barricades as required by the Contract Documents, governing agencies, and/or field conditions in order to protect public access pathways to existing buildings scheduled to remain open during any part of the Work
  - c. Contractor shall protect vehicular traffic, stored materials, Site, and existing structures from damage.
  - d. Contractor shall provide and maintain temporary enclosures to prevent public entry to any construction area, and to protect all persons using other existing buildings and portions of the Site and/or premises Contractor shall maintain safe access to all existing facilities to remain in operation during any part of the Work
8. **Temporary Water Control**
- a. Contractor shall comply with Section 01572 (Storm Water Pollution Prevention Plan.)
9. **Temporary Pollution Control**
- a. Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris and other substances resulting from construction activities. See Section 01572 and the other Contract Documents for additional information and requirements.
  - b. No sanitary wastes shall be permitted to enter any drain or watercourses other than sanitary sewers. No sediment, debris or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may be not increased by the Project during or following construction.
  - c. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.
  - d. Contractor shall comply with the District Storm Water Pollution Prevention Plan for this Project.
10. **Construction Aids**
- a. Contractor shall furnish, install, maintain and operate all construction aids as required for the performance of the Work. Such construction aids include, but are not limited to, elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding, and temporary stairs.
11. **Erosion Control**
- a. Contractor shall comply with the Storm Water Pollution Prevention Plan for all Work on this Project including Work under this Specification Section. See Section 01572 and the other Contract Documents for additional information.
  - b. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation or other operations that will disturb the natural protection.

- c. Work shall be scheduled to expose areas subject to erosion for the shortest possible time and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage, temporary construction buildings and temporary Field office buildings shall be located and construction traffic routed to minimize erosion. Contractor shall provide temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

**12. Vehicular and Pedestrian Traffic Controls**

- a. The Campus is an active site, with vehicular and pedestrian traffic occurring at all times of the day and all days of the week. Contractors shall coordinate with District's Representative concerning vehicular traffic associated with the construction to minimize disruption to campus operations. Delivery trucks and large equipment shall enter the Contractors access gate and shall use the route mutually agreed upon between District and Contractor. Contractor shall provide signage directing construction and delivery traffic to this gate. Contractor shall provide information regarding sign types, size, material, text and locations to be reviewed and approved by the District Representative, and the Campus prior to installation. See Article 12 below for additional requirements, **and Section 01140, Work Restrictions for additional requirements for vehicular access, traffic control and related restrictions and requirements.**
- b. Contractor shall always keep all required Fire District (CCCFPD) and emergency vehicle access paths free from obstruction during the Project. See **Architectural Drawings** for the location of the existing fire road. The Contra Costa County Fire Protection District always requires unobstructed access along this road and will require keys to the Contractor's temporary fence gates. The Contractor will not be allowed to park vehicles along the fire lane, nor be allowed to store any materials or equipment that obstructs the path of travel by the Fire District (CCCFPD), unless approved in writing by both the Fire District and the District.
- c. Path of Travel to Construction Site. The Path of Travel to the construction site is anticipated to be heavily traveled by pedestrian traffic (students and faculty) and Contractor truck traffic. Consequently, Contractor shall include automatic flashing safety warning signs on both sides of the Path of Travel, pedestrian crosswalk striping and signage to provide a safe path of travel on the asphalt to and from Golf Club Road. Contractor shall also provide a minimum one flag person per site, at all times, for truck traffic entering or exiting. Contractor shall provide a plan for review and approval by the District. Contractor shall anticipate, and include in their bid, curb cuts, regrading driveways and walkways in some areas to accommodate pedestrian and vehicular traffic, including Contractor's ingress and egress to the Site.
- d. Contractor shall not allow any construction personnel parking or other related equipment parking on City streets, or Student & Staff Parking Areas. City streets shall not be used for material storage or laydown areas unless the Contractor obtains encroachment permits from the City.
- e. Project Gates should be closed at all times.

**13. Trees and Plant Protection**

- a. Contractor shall preserve and protect existing trees and plants on the Site that are not designated or required to be removed and those adjacent to the Site. See other Contract Documents for additional information and requirements.



**14. Dust Control**

- a. Contractor shall conduct all construction operations to minimize the generation of dust and dirt and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities and neighboring communities. See other Contract Documents for additional information and requirements.

**15. Temporary Signage**

- a. See Section 01140, Work Restrictions, Drawing and other Contract Documents for additional information and requirements for temporary signage.
- b. Sign must be reviewed and approved by the District and the Campus prior to installation. Contractor shall use an experienced sign company to produce all temporary signs. Install signs where indicated in Contract Documents, and/or as required by the District. Unauthorized signs are not permitted.
- c. Contractor shall provide temporary directional way-finding signs around the Project site to guide faculty, students, and visitors to safely navigate around construction activities at the Project site and to warn faculty, students, and visitors of potential safety hazards. Contractor shall provide an additional 6 wayfinding signs per Site to match existing at the Project Site, or on fencing or other structures as approved by the District. A sample way-finding sign is attached at the end of this section that provides basic dimensions, materials, backgrounds and related information. However, final proposed signs by Contractor shall be reviewed and approved by the District and Campus prior to fabrication and installation.
- d. In addition too way-finding signs, additional safety sign types shall include, but not be limited to: Danger/Construction Area/No Trespassing; Caution/Demolition Work in Progress; Do Not Enter/Authorized Personnel Only; Warning/Hard Hat Required Beyond this Point; Eye Protection Required Beyond this Point; Danger/Flammable Materials/ No Smoking Within 25 Feet; Danger/Keep Gate Closed; Caution/Laser Operation in Use; Caution/Overhead Work in Progress; Power Actuated Tools in Use; All Visitors Report to Job Trailer; Eye Wash Station; Authorized Access Only; Danger/No Trespassing; Caution/Construction Traffic; Caution/Pedestrian Traffic; Building Closed, and Contractor Deliveries. All signs shall be in both English and Spanish; and shall be in a quantity required and applicable as approved by the District.
- e. Contractor shall maintain and touch-up signs, so they are always legible.

**16. Temporary Heat, Ventilation and Lighting**

- a. Provide temporary heat as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum environmental conditions for the Work and to protect materials and finishes from damage due to improper temperature and humidity conditions.
- b. Portable heaters shall be standard units complete with controls, appropriate safety features, and bear testing lab approval markings.
- c. Provide adequate forced ventilation of enclosed areas as required for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors and gases.

- d. HVAC Equipment: Unless District authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - i) Use of gasoline-burning space heater, open-flame heater or salamander-type heating units is prohibited.
  - ii) Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction and marked for intended use.

## PART 2 – PRODUCTS

### 2.1 TEMPORARY FACILITIES/TEMPORARY FIELD OFFICE

- A. Contractor shall provide Temporary Field Offices: Prefabricated or mobile units with serviceable finishes, heating and air conditioning systems, temperature controls, and foundations adequate for normal loading. Trailer shall include adequate space and furniture to hold OAC meetings for a minimum of 14 people.
- B. **Separate Project Inspector's Field Office Building:** Provide heated and air-conditioned space for sufficient size to accommodate needs of Project Inspector, nominally 10' x 20'. Project Inspector's field office space may not be combined with Contractor's or District's field office building. Furnishings shall be like new condition, no older than three years, except as noted below and subject to acceptance by Project Inspector. Furnish and equip as follows:
  - 1. Three 4-drawer vertical file cabinets
  - 2. One plan table capable of holding full size plans fully open
  - 3. Plan racks sufficient to hold all project and shop drawings.
  - 4. Two 5' long desks with drawers
  - 5. Two side table for desk
  - 6. Two swivel ergonomically adjustable office chair on casters
  - 7. Two 3'-wide 4-shelf book shelving units
  - 8. One 4' x 5' cork tack boards (for office)
  - 9. One 4' x 5' white board (for office)
  - 10. Two telephone lines (at desks)
  - 11. One color copier/scanner/fax machine that will accommodate 8.5' x 11", 8.5" x 14", and 11" x 17" paper. Contractor to provide maintenance for copy machine. Contractor will supply ink and paper as needed or required by inspector. This machine will be for use by Project Inspector representative for this project only.
  - 12. Two wastebaskets
  - 13. Operable mini blinds on all windows.
  - 14. Intrusion alarm with motion sensor. Local bell only; no monitoring.
  - 15. Fire extinguisher(s) as required by codes.
  - 16. Smoke detector (9-volt battery type).
  - 17. Drinking water dispenser. Provide bottled water refills throughout the project.
  - 18. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F, year-round.
  - 19. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
  - 20. Provide electrical power service and 120V AC duplex receptacles, with not less than one receptacle on each wall.

21. Keyed entry door.
  22. Submit plans to District for approval.
  23. Utility Services: Contractor shall make all provisions and pay all installation and all other costs to provide telephone service, internet connection and services, electrical service, exterior lights and any local code and OSHA requirements. The Contractor shall pay all monthly charges for all services provided, including all local calls and any toll calls by the Construction Manager's personnel to the Contractor's home office, Architect's home office, subcontractors, suppliers, and/or any other toll calls specifically related to the Work.
  24. Internet Services: Contractor shall provide internet connection using cable or DSL modem or equivalent to achieve a minimum speed of 6 Mbps for download and upload of data. Modem shall be Voice Over IP capable and be accompanied with wireless G capable router for District Construction Manager's use only. Possible high speed providers are Comcast Cable (866-890-2061) or AT&T DSL (866-429-7222). In the event high speed internet technology is not available from Internet Service Providers, Contractor shall provide USB mobile broadband (Cellular 4G) cards for District computers from the Notice to Proceed through Final Completion.
  25. All equipment provided under this section, with the exception of basic office furniture, shall become the property of the District upon final completion.
- C. Access to Office Trailers: Provide paved pedestrian access path to all temporary offices.
- D. Contractor's Field Office: Provide as required for Contractor personnel.
- E. Field office locations must be reviewed and approved by the District and Architect prior to installation.
- F. Contractor's Storage and Fabrication Sheds: Provide sheds sized, furnished and equipped to accommodate materials and equipment for construction operations.
- G. Contractor shall be responsible for Temporary field offices/facilities, security and protection.

## **2.2 EQUIPMENT**

- A. Fire Extinguishers: Contractor shall provide Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures according to NFPA 10.
- B. First Aid Supplies: In compliance with governing regulations.

## **2.3 MATERIALS**

NOT USED

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of Work. Relocate and modify facilities as required by progress of the Work during entire project including all phases of project.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Contractor shall verify and coordinate all relocation of facilities with the District Representative.

### **3.2 OPERATION, TERMINATION AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion and acceptance by the District.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use a permanent facility or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. District reserves the right to take possession of Project Identification signs at no cost to the District.
  - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  - 3. Clean and renovate permanent facilities used during construction period prior to Final Completion. Comply with final cleaning requirements specified in Section 01770, Contract Closeout Procedures.

**END OF SECTION 01500**

## **SECTION 01505 - CONSTRUCTION WASTE MANAGEMENT**

### **PART 1 – GENERAL**

#### **1.1 RERLATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01412 - “Hazardous Material”
- C. Divisions 2 through 33 Sections for Construction and Demolition Waste Management requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. The District has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.
- C. The existing buildings that are shown to be demolished by the Contractor in the Contract Documents currently contain furniture, fixtures and equipment (FF&E)-both fixed and movable. The District has determined said FF&E has zero salvageable value. Therefore, for bidding purposes, the Contractor shall bid removing and disposing of said FF&E assuming and allocating zero-dollar value to whatever FF&E remains when the Contractor takes possession of the Site. Contractor shall include said FF&E in its Waste Management Plan that is submitted to the District. The Contractor is also advised that the District is in the process of removing some, but not all, of the movable FF&E through its normal Purchasing Department process by the anticipated Notice of Award date.

#### **1.4 WASTE MANAGEMENT GOALS FOR THE PROJECT**

- A. The District has established that this Project shall minimize the creation of construction and demolition waste, and shall divert a minimum of 75% of Project generated waste from landfills. Factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination, shall be minimized. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized. Both recycled and waste need to be logged and documented by volume and weight.
- B. Diversion Goals: A minimum 75% of total Project waste shall be diverted from landfill. The following waste categories, at a minimum, shall be diverted from landfill. The Contractor’s Waste Management Plan shall establish a program for reusing or recycling materials which are recyclable. These materials include, but not limited to:

1. Landscape and land clearing debris (green wood materials)
2. Asphalt pavement
3. Gravel and aggregate products
4. Concrete
5. Masonry scrap and rubble (brick, concrete, masonry, stone)
6. Metals (ferrous and nonferrous)
7. Clean wood (dimensional lumber, sheet goods, millwork, scrap, pallets)
8. Plastics (films, containers, PVC products, polyethylene products)
9. Asphalt/Bituminous roofing
10. Insulation Materials
11. Glass (un-tempered)
12. Door and window assemblies
13. Carpet and carpet pad
14. Fibrous acoustic materials
15. Ceiling Tiles
16. Plumbing fixtures and equipment
17. Mechanical equipment
18. Lighting fixtures and electrical components
19. Cardboard packing and packaging
20. Furniture
21. Sheet Rock
22. Electronic Waste
23. Universal Waste
24. Paper

## **1.5 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, grease solvents, caulk, no Freon with air-conditioning units or similar products.
- B. Class III Landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.
- C. Commingled or Off-site Separation: Collecting all material types into a single bin or mixed collection system and separating the waste materials into recyclable material types in an off-site facility.
- D. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash debris and rubble resulting from construction, remodeling repair and demolition operations. Hazardous materials are not included.
- E. Debris: Including both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.
- F. Deconstruction: The process of removing existing building materials from renovation and demolition projects for the purposes of reuse, and recycling, in an efficient and safe manner possible.

- G. Divert or Diversion from Landfill: To remove, or have removed, from the site for recycling, reuse or salvage material that might otherwise be sent to a landfill. Diversion from Landfill does not include using the material as alternative daily cover at a landfill site, nor does it include burning, incinerating, transformation processing or thermally destroying waste.
- H. Inert Fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively.
- I. Recovery: Any process that reclaims materials, substances, energy, or other products contained within or derived from waste on-site. It includes waste-to-energy, composting, and other processes.
- J. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.
- K. Recycle (recycling): To sort, separate, process, treat or reconstitute solid waste and other discarded materials for the purpose of redirecting such materials into the manufacture of useful products. The process of collecting and preparing recyclable materials in their original form, or in manufacturing processes, that do not cause the destruction/contamination of recyclable materials in a manner that precludes further use. Recycling does not include burning, incinerating, transforming or thermally destroying waste.
- L. Return: To give back reusable items or unused products to vendors.
- M. Reuse: Using a material or product that is recovered from construction, renovation, or demolition activities.
- N. Reuse on Site: To reuse excess of discarded construction material in some manner on the Project site.
- O. Rubbish: Including both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.
- P. Salvage: to remove a waste material from the Project site for resale or reuse.
- Q. Sources Separation: Sorting the recovered materials into specific material types with no or a minimum amount of contamination on site.
- R. Time-Based Separation: Collecting waste during each phase of construction or deconstruction which results in primarily one major type of recovered material. The material is removed before it becomes mixed with the material from the next phase of construction.
- S. Waste Materials: Large and small pieces of listed materials which are excess to contract requirements and generally include materials to be recycled and/or recovered from existing construction and items of trimmings, cuttings, and damaged goods resulting from new installations, which can be effectively used in the Work. Extra material or material that has reached the end of its useful life in its intended use.

## 1.6 REFERENCES AND RESOURCES

- A. This information is provided for Contractor's convenience only, and the District does not warrant its accuracy. County specific information is available on the Contra Costa County Waste Reduction and Recycling web page at <http://www.co.contra-costa.ca.us/depart/cd/recycle/index.html>. Additional information may also be found at the Contra Costa County Department of Conservation and Development web page at <http://www.cccounty.us/index.aspx?NID=285>, and CalGreen / Construction & Demolition

Debris Recovery Program, <http://www.cccounty.us/4746/CalGreen-Construction-Demolition-Debris>. Refer to the Contra Costa County *Builder's Guide to Reuse & Recycling* and the Contra Costa County Reuse and Recycling Guide. Both are available from Contra Costa County <http://www.co.contra-costa.ca.us/4911/Recycling>; Contact Lorna Thomson at 925-674-8823 (lorna.thomson@dcd.cccounty.us) for assistance in the management of construction & demolition debris.

- B. The recyclers listed below provided for the convenience of Contractor. No preference is given to the recyclers listed below. Contractor shall contact any additional resources as required to complete the work. Some of the names and numbers may be out of date, and Contractor shall not rely on the information presented in this Section in preparing its Bid or its Waste Management Plan.

1. Cardboard:

Contact: National Recycling Corporation (510) 268-1022; California Waste Solutions (510) 836-6200; Community Conservation Centers (510) 524-0113. May find the public will remove if made available.

2. Clean, untreated, dimensional wood and pallet wood:

Contact: California Waste Solutions (510) 836-6200, Waste Management, Inc. (916) 374-2711.

3. Usable Palettes

Contact: Check with manufacturer or installer for take-back programs.

4. Beverage containers:

Contact: California Waste Solutions (510) 836-6200.

5. Metals from banding, ductwork, piping, rebar, roofing, steel studs, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze:

Contact: Aaron Metals (510) 569-6767; DC Metals (510) 569-2255; Lakeside Non-Ferrous Metals, (510) 444-5466.

6. Carpet and pad:

Contact: Return to manufacturer; donate large remnants to Habitat for Humanity (510) 251-6304 or other non-profit.

7. Paint:

Contact, paint recycles: E-Coat, Kelly Moore (925)-687-3006.

Contact: Alameda County, <https://www.acgov.org/sustain/what/greenbuilding/cdd.htm> Safety Clean (408) 294-8778.

8. Insulation:

Check with manufacturer or installer for take-back programs.

9. Brick:

Contact, (whole bricks): A Bygone Era; Ohmega Salvage (510) 843-7368.

10. Gypsum Board:

Contact: Zanker Recycling 408 263-2385.

- C. The following sources provided for references:

1. BuildingGreen.com



2. CalRecycle
3. Office of Land and Emergency Management (OLEM)
4. Construction Waste Management Handbook

## **1.7 WASTE MANAGEMENT PLAN**

- A. Waste Management Plan: Within 10 calendar days after receipt of Notice of Award, or prior to any waste removal, whichever occurs sooner, Contractor shall submit to the District and District's Representative a Waste Management Plan, tailored to this project and Site, for review and acceptance. The Waste Management Plan shall include, but not limited to, the following:
1. The Contractor shall designate an on-site party (or parties) as the Waste Management Plan Program Manager responsible for instructing workers and overseeing and documenting results of implementation of the Waste Management Plan for the Project.
  2. Indicate how the Contractor proposes to recover at least 75% of the wastes for reuse and recycling.
  3. The Waste Management Plan should coordinate the recovery effort with the construction, and renovation / demolition schedule.
  4. Indicate compliance with this specification's section on Quality Assurance.
  5. Description of the regular meetings to address waste management.
  6. Include a list of reuse facilities, recycling facilities and processing facilities that will be receiving the recovered materials (including take back by District or on-site auctions.)
  7. If some of the materials will be donated or sold on-site auctions, describe the process and identify the organizations that may receive the materials.
  8. Identify materials that are not recyclable or not recovered which will be disposed of in a landfill (or other means acceptable by the State of California and local ordinance and regulations) and explain why the materials are not recovered.
  9. List the permitted landfill, or other permitted disposal facilities, that will be accepting the disposed waste materials.
  10. Indicate instances or situations where compliance with the requirements of this specification do not apply or do not appear to be possible.
  11. Identify each type of waste material to be reused or recycled and estimate the amount, by weight.
  12. Provide estimate of time requirements for demolition and for the removal of valuable reusable items and materials.
- B. Revise and resubmit the Waste Management Plan as required by District.
- C. Acceptance of Contractor's Waste Management Plan will not relieve Contractor of responsibility for compliance with applicable environmental regulations.

## **1.8 QUALITY ASSURANCE**

- A. Regulatory Requirements. Comply with applicable requirements of the State of California, local ordinances and regulations concerning management of construction, clearing, and inert materials.
- B. Disposal Site, Recyclers and Waste Materials Processors. Use only facilities properly permitted by the State of California, and/or by local authorities where applicable.

C. Pre-Work Waste Management Plan Meeting.

1. Prior to beginning work at the Site, schedule and conduct a meeting to review the Waste Management Plan and discuss procedures, schedules, coordination and specific requirements for waste materials recycling and disposal. Discuss coordination and interface between Contractor, sub-contractors, architect, engineers, project manager, District, and other waste management activities. Identify and resolve problems of compliance with requirements. Record minutes of the meeting, identifying conclusions reached and matters requiring further resolution. Maintain waste management as an agenda item at future construction meetings.
2. Attendees: Contractor and related contractor personnel associated with work of this section, including personnel in charge of the waste management program; Waste Management Plan Program Manager; architect; engineers; material and equipment suppliers where appropriate; and such additional District personnel as District deems appropriate.
3. Waste Management Plan Revision: Make revisions to Waste Management Plan agreed upon during the meeting and incorporate resolutions agreed to be made subsequent to the meeting. Submit revised Waste Management Plan to the District as District deems appropriate for acceptance.

**1.9 RECYCLING PROGRAM**

- A. The recycling program could utilize one or a combination of any of the following common waste diversion strategies:
1. Sources Separation
  2. Time-Based Separation
  3. Commingled or Off-site Separation
  4. Back haul of packaging
  5. On-site sales auctions and removal.
- B. Waste Material management hierarchy can be viewed as: reuse on-site, recycle on-site, reuse off-site, and recycle off-site.

**1.10 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Plan Distribution:
1. Contractor shall provide copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, job site Superintendent, Project Inspector, District, , and Architect or Engineer.
  2. Contractor shall provide Waste Management Plan to comply with this Section 01505.
- B. Instruction: Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages and/or phases of the Project.
- C. Meetings: Contractor shall conduct Construction Waste Management Plan meetings. Meetings shall include all subcontractors affected by the Waste Management Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:
1. Pre-bid meetings.
  2. Pre-construction meeting; (including pre-construction meeting for the Project)
  3. Regularly scheduled job-site meetings.

- D. Separation Facilities: Contractor shall designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid co-mingling of materials. Bins shall be protected during non-working hours from offsite contamination. Secure waste collection areas to protect from wind, access, rain, run off, ground contamination, etc.
- E. Materials Handling Procedures: 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.

#### **1.11 PROGRESS DOCUMENTATION**

- A. Provide the Contractor's Waste Program Manager with delivery receipts for the recovered materials and waste materials sent to the permitted recycling facilities, processing facilities, or landfill with the following information on a form to be approved by the District:
  - 1. Name of firm accepting the recovered materials or waste materials
  - 2. Specify type of facility (e.g. retail facility, recycler, processor, Class III landfill, MRF)
  - 3. Location of the facility
  - 4. Type of materials
  - 5. Net weights (or volume) of each type of material
  - 6. Date of delivery
  - 7. Value of the materials or tipping fee paid
- B. Document on form shall be reviewed and approved by District.
- C. Application for Progress Payments: Contractor shall submit with each Application for Progress Payment a Summary of the project waste generated. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment. The District and its representatives shall not be responsible for delay Progress Payment. With each Application for Payment, submit required Progress Documentation, including:
  - 1. Manifest;
  - 2. Weight tickets;
  - 3. Receipts;
  - 4. Invoices specifically identifying the project and waste material.
- D. Record Submittals: With Record Submittals as specified in Section 01330, submit the following:
  - 1. Summary of solid waste disposal and diversion. Submit on form preapproved by District.
  - 2. Estimate of total Project waste to be generated; name of the landfill(s) where Project waste would normally be disposed of.
  - 3. Estimate of amounts (weight, feet, square yards, gallons, etc.) All waste categories listed.
  - 4. Estimate of net cost revenue or additional costs resulting from separating and recycling, (versus land filling), each material. Net means that the following have been subtracted from the cost of separating and recycling:

#### **PART 2 – PRODUCTS (Not Used)**

## **PART 3 –EXECUTION**

### **3.1 STORAGE AND HANDLING**

#### **A. Site Storage**

1. Remove materials for recycling and recovery from the work locations to approved containers or storage area as required. Failure to remove waste or recovered materials will be considered cause for withholding payment and termination of Contract.
2. Position containers for recyclable and recoverable waste materials at a designated location on the Site. If materials are sorted on Site, also provide a sorting area and necessary storage containers.
3. Change-out loaded containers for empty containers, as demand requires.
4. If recovered materials are stored on-site for project duration, provide adequate security from pilferage.

#### **B. Handling**

1. Deposit indicated recyclable, and recoverable materials in storage areas or containers in a clean (no mud, adhesive, solvents, petroleum contamination), debris-free condition. Do not deposit contaminated materials into the containers until such time as such materials have been cleaned.
2. Insure all recovered materials are made safe for handling and storage.
3. If the contamination chemically combines with the material so that it cannot be cleaned, do not deposit into the recycle containers. In such case, request resolution by the District for disposal of the contaminated material. Directions from the District do not relieve the Contractor of responsibility for compliance with all legal and regulatory requirements for disposal, nor shall such directions cause a request for modification of the Contract.

### **3.2 PROJECT CONDITIONS**

#### **A. Site Condition:**

1. Signs and instructions should be clear, and easy to understand. All recycling containers should be clearly labeled and lists of acceptable and unacceptable materials will be posted throughout the site. Whenever possible, they should be in multiple-languages, especially in Spanish, and in graphic symbols.
2. The Contractor shall ensure the safety of all personnel involved in the waste management process.
3. As a part of the Waste Management Plan, a site management plan shall be created including: work areas, materials processing areas, materials storage and disposal areas, worker hand-washing and changing stations, first aid and medical information.

**END OF SECTION 01505**

## **SECTION 01540 - SITE SECURITY AND SAFETY**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01311 – “Project Management and Coordination”
- C. Section 01312 – “Project Meetings”
- D. Section 01410 – “Regulatory Requirements”
- E. Section 01412 – “Hazardous Materials”
- F. Section 01416 – “Special Procedures”
- G. Section 01500 – “Temporary Facilities and Control”
- H. Section 01770 – “Contract Closeout Procedures”
- I. Section 01780 – “Project Record Documents”
- J. Divisions 2 through 33 Sections for Site Security and Safety requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section specifies the requirements for Site safety and security.

#### **1.4 CONTRACTOR RESPONSIBILITIES**

- A. The Contractor is constructive owner of Project site.
- B. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until Final Completion by the District.
- C. All work shall be solely at the Contractor’s risk, with the exception of damage to the work caused by “acts of God” as defined in Public Contract Code Section 7105(b)(2).
- D. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work.
- E. Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or

required safety programs. Prior to commencement of Work at the Site, the Contractor shall provide the District with the Contractor's proposed site specific safety plan for the Work for the District's review.

- F. Contractor shall take, and require all subcontractors to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment.
- G. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction.
- H. The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, 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 District. The Contractor shall immediately repair or replace all property damaged or lost due to Contractor's, or Subcontractor's, failure to protect the Work or otherwise caused by Contractor or Subcontractor operations. A determination as to cause of damage or insurance or risk coverage at any level shall not delay repair or replacement. Contractor shall not rely on District insurance or risk coverage. If Contractor or Subcontractor disagrees with the District's determination of cause, a claim may be filed in accordance with these Contract Documents.
- I. Contractor shall maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- J. Contractor shall protect the Work, material, and/or equipment to be incorporated therein, whether in storage on or off the Site, and under the care, custody, or control of the Contractor or the Contractor's Subcontractors.
- K. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- L. Contractor shall require that Subcontractors participate in, and enforce, 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.
  - 1. Subcontractors shall enforce the District'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.
  - 2. 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.

3. All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.
4. Subcontractors shall immediately 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.

#### **1.5 CONFORMANCE WITHIN ESTABLISHED LIMITS**

- A. 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 District, or the Contractor in the case of Subcontractors, and shall not unreasonably encumber the premises with construction equipment or materials.

#### **1.6 CONTRACTOR NOTICES**

- A. 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.

#### **1.7 SITE SAFETY OFFICER**

- A. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to enforce the Contractor's Safety program Plan, post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District in writing by Contractor within ten (10) days of award of the Contract.
- B. District's representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

#### **1.8 SAFETY PROGRAM PLAN**

- A. Prior to commencing Work at the Site, Contractor shall submit a Safety Program Plan specifically tailored for this Project and this Site that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program Plan shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances during the course of the Work.
- B. The Contractor's Safety Program Plan shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code SS 8350 et seq.)

- C. Plan shall comply with the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards.
- D. Contractor shall keep copies of all health and safety-related plans on the Site at all times.
- E. Receipt and/or review of the Safety Program Plan by District shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- F. It is essential that Contractor and each Subcontractor implement an effective and vigorous site specific Safety Program for the Work.
- G. The Contractor shall have sole responsibility for Project safety, and shall be solely responsible for providing a safe workplace
- H. Safety Program Plan Components:
  - 1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
  - 2. Site-Specific Safety and Health Plan (SSHP): This Plan shall describe the health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4)f.
  - 3. Permit-Required Confined Space Program: (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit-required space entry is allowed only through compliance with a permit-required confined space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed, and of any hazards confronted or created in permit-required spaces during entry operations.
  - 4. A written and certified workplace hazard assessment as required by OSHA and Cal OSHA, updated on a regular basis, and maintained on site. The certified hazard assessment shall be made available immediately upon request by the District, the Architect, or the Inspector of Record.
- I. Supply sufficient hard hats to properly equip all employees, workers, and visitors. Hard hats shall be mandatory as per CAL OSHA Construction Safety orders.
- J. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Contractor shall provide PPE to all personnel under Contractor's direction and responsibilities.
- K. After review by District, the implementation and enforcement of all Safety-related plans shall become the responsibility of the Contractor and Site Safety Officer. The Contractor shall notify the District in writing of any changes to Safety-related plans.

#### 1.9 SAFETY PRECAUTIONS

- A. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage injury or loss to:
  - 1. Employees on the Work and other persons who may be affected thereby



2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors
  3. Other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall
  4. take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.
  5. The Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire damage.
  6. Good housekeeping practices shall be maintained continually on all areas of the Site and the Work. District may request that the Contractor hire additional staff or help until housekeeping in a work or storage area is improved. All scrap materials, rubbish and trash shall be removed daily from in and about the building and shall not be permitted to be scattered on adjacent property.
- B. Suitable storage space shall be provided outside immediate building areas for storing flammable materials and paints. 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. A fire extinguisher shall be available at each location where cutting or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of incombustible 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.
- D. The Contractor shall provide fire extinguishers in accordance with all OSHA and Cal OSHA requirements, and the recommendations NFPA Bulletins Nos. 10 and 241.

#### **1.10 REQUIREMENTS FOR EXISTING SITES**

- A. Deliver materials to building area over route(s) approved by the District.
- B. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- C. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Site.
- D. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a licensed land surveyor or civil engineer, and all lawfully required maps and records shall be filed with county and local authorities at no cost to the District. All related filing and plan check fees shall be paid by Contractor.

- E. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.
- F. The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection of existing improvements, and prosecution of the Work.
- G. Protect all other property at the Site or adjacent thereto as required, such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

#### **1.11 SAFETY AND EMERGENCY CONDITIONS**

- A. 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 compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided herein. Emergency conditions shall be any condition at the Site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from the Contractor's operations.
- B. Accident Reports: The Contractor shall promptly report in writing to the District 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 District and Campus Police Department.
- C. The District's Representatives and Project Inspector, as appropriate, shall be notified of the existence of such a condition, but shall not be called upon to perform any emergency service. The fact that the District may not respond to the emergency condition shall not be used as an excuse by the Contractor to neglect immediate action; nor will the District or its Representatives be liable for any resulting condition. The fact that a representative of the Contractor may not be present when emergency conditions occur shall not relieve the Contractor from an immediate response to the situation which shall return the disruption to normalcy.
- D. If the emergency circumstances are not the result of any fault or neglect of the Contractor, the Contract time shall be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing notwithstanding, adjustments of the Contract Price or the Contract Time for actions taken by the Contractor in response to emergency circumstances shall be subject to the Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

#### **1.12 SAFETY SIGNS AND BARRICADES**

- A. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and

protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

- B. Contractor shall properly protect the Work:
  - 1. With lights, guard rails, fencing, temporary covers and barricades.
  - 2. Enclose excavations with proper barricades.
  - 3. Brace and secure all parts of the Work against to protect against inclement weather and to prevent accidents.
- C. Provide such additional forms of protection that may be necessary under during the course of the Work.
- D. Contractor shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Contractor shall be responsible for the protection in excess of such minimum requirements as required.
- E. Contractor shall prevent unauthorized persons from the entering the Work Site(s).

#### **1.13 CONTROL OF SITE**

- A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances are present on the Project Site. Contractor shall immediately remove from the Site and terminate from this Project the employment of any employee found in violation of this provision.

#### **1.14 SITE SECURITY**

- A. Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities, and property at the Site, including prevention of theft, loss, and/or vandalism by persons lawfully present on the Site, including non-working times. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site, who they represent, what they are delivering, and to whom.
- B. No claim shall be made against District by reason of any act of an employee or trespasser, and Contractor shall repair all damage to District's property resulting from Contractor's failure to provide adequate security measures.
- C. But for immediate access to and from the Contractor controlled Site and staging area(s), the access gates shall remain closed and locked at all times. Contractor shall appoint one person to monitor access through the gate and maintain the sign-in/out list. Alternatively, Contractor may provide a full-time security guard at the gate to control access and maintain the sign-in/out list. The sign in/out list shall be available to District at any time, upon request. If District determines that the gate has been left unlocked, Contractor shall, if requested by District, provide a full time guard at no additional expense to the District.
- D. The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District,

park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

- E. Contractor shall supply all security fencing, barricades, lighting, and other security measures as required to protect and control the Site.
- F. The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion. **Campus Police Services are not responsible for any aspect of Site safety or security.**

#### 1.15 OPERATORS OF MOBILE EQUIPMENT SAFETY

- A. Under Federal and State Safety requirements, Contractor must certify that all operators of mobile equipment including but not limited to forklifts, cranes, man-lifts, scissor and boom lifts, and similar equipment are required to have been trained and/or certified on the proper operation of such equipment. Copies of equipment training and certification records shall be forwarded, upon request, to the District.

#### 1.16 SAFETY REQUIREMENTS

- A. Contractor shall meet and comply with requirements of current local, State and Federal regulations.
- B. Contractor shall meet and comply with the following rules:
  - 1. The Contractor will provide and maintain at the Site first-aid supplies that comply with the current Occupational Safety and Health Regulations.
  - 2. Hard hats shall be worn at all times. (This includes welders when using welding hoods)
  - 3. Sleeved shirts shall be worn at all times. (No tank tops)
  - 4. If required, Fire Retardant Clothing (FRC) shall be supplied by Contractor for all their employees.
  - 5. One Hundred Percent (100%) Fall Protection Policy: All subcontract employees shall comply with Fall Protection Policy. The Policy simply states "Anytime employees are working from an unprotected elevation of six (6) feet or more, fall protection must be used." Working, as stated above, means while traveling, stationary, or anytime exposed to a fall from a surface not protected by approved handrails, cable or some other approved fall elimination device. Adherence to this policy is a requirement of your Subcontract.
- C. Hazards Control:
  - 1. When use or storage of any hazardous materials or equipment, or unusual method is 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 District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.
  - 2. Store volatile wastes in covered metal containers and remove from premises daily.
  - 3. Prevent accumulation of wastes that create hazardous conditions.
  - 4. Provide adequate ventilation during use of volatile or noxious substances.

- D. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish or waste material on the Site.
  - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.
- E. Provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident and shall be submitted to District within a reasonable time.

#### **1.17 ADDITIONAL SAFETY CONTROLS**

- A. According to industry practices, it is the responsibility of the Contractor and subcontractors of every tier to exercise reasonable care to prevent work-related injuries and property and equipment damage at the Site, as well as minimize risk to the public and third-party property. The Contractor, all sub-contractors, suppliers, and installers shall undertake loss control prevention practices according to the requirements set forth by federal, state and city laws, statutes, and the specific procedures developed for this Project.
- B. Contractors and subcontractors participating in the project will be expected to comply with the following safety and loss control requirements:
  - 1. All sub-contractors, suppliers, and installers shall identify their contact person(s) to the Contractor.
  - 2. Follow District procedures regarding dealing with the media, including, but not limited to, TV, Radio, and Newspaper.
  - 3. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
  - 4. Smoking is prohibited on the Site.
  - 5. Controlling access to the construction site is a very high priority, and Contractors will be required to take whatever preventative measure, such as barriers, fencing, etc., as outlined in the Contract Documents.
  - 6. Construction personnel cannot enter District property other than the construction site unless accompanied by District personnel, and they are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
  - 7. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other Local, State, and Federal appropriate code and requirements.
  - 8. Personal radios, headsets, walkmans and CD players are not allowed on the Site.
  - 9. All Contractors must attend the pre-construction safety meeting.
  - 10. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the Site until further notice from the District.
  - 11. Contractor personnel and subcontractor personnel at all levels will refrain from interacting with Campus staff or students unless required to prevent an unsafe situation.

Personnel found speaking to staff or students for any reason unrelated to the Work or Safety shall be removed from the Site and not be allowed to return.

12. All Contractors' employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the Site. Each employee will provide their license plate number to the Contractor. Any employee disregarding this policy shall be removed from the Site until further notice from the District.
  13. The Contractor shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles.
  14. Theft or willful damage to any property of the District, student, or other Campus or District personnel will be prosecuted fully by the District.
  15. No guns, switchblades, or knives with blades greater than two inches shall be allowed on the Site. Any employee disregarding this policy shall be removed from the Site until further notice from the District.
- C. The Contractors and all subcontractors, suppliers and installers participating in the Project will further be expected to comply with the following safety and loss control requirements:
1. All Contractor, subcontractors, supplier, and installer personnel shall comply with all District, local, state, and federal emergency responder directions in the event of an emergency or disaster.
  2. Any Contractors' employee observed providing or selling cigarettes or other smoking materials to students shall be removed from the Site until further notice from the District.
  3. All Contractors will agree to conduct and fund post-injury drug screening of their employees. Those employees failing the test will be removed permanently from the Site.
  4. The District has the right to instruct the Contractor to correct an unsafe act or condition. If the Contractor fails to correct the unsafe act or condition within the requested time frame, the District or its representative may have the condition corrected and bill the non-compliant contractor, supplier, subcontractor, or installer for the costs associated with the correction.
  5. The District may require a follow-up meeting or contact if there is a death, serious and willful claim, serious disabling injury, adverse loss experience, major fire, or serious third party claim.
  6. Any contractor displaying, in the opinion of the Contractor or District, a repeated disregard for safety can be removed from the Site.
- D. All Contractors will advise those non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

#### 1.18 HAZARD COMMUNICATION PROGRAM SAFETY

- A. Contractor shall have a copy of the Contractor's Hazard Communication Program which shall be forwarded to the District and a copy is required to be in the possession of the

Contractor on the Site. Documentation of employee Hazard Communication Training must be established by the Contractor prior to commencement of work.

- B. Any potential hazardous material or chemical brought onto the project is required to be accompanied by a Material Safety Data Sheet (MSDS). Copies of the MSDS shall be forwarded to the District, and Project Inspector before the product is brought onto the Site.
- C. Contractor is required to have material safety data sheets available in a readily accessible place at the Site for any material requiring a material safety data sheet per the Federal “hazard communication” standard, or employees’ “right-to-know law.” The Contractor is also required to properly label any substance brought into the Site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.
- D. Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.
- E. Contractor shall notify the District and Project Inspector before any chemical/material creating noxious or toxic fumes is used.

#### **1.19 SHORING AND STRUCTURAL LOADING**

- A. 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.
- B. 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 with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction.
- C. 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 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 District.
- D. The Contractor is required to provide shoring as required to protect existing buildings and other structures. All shoring to protect existing structures shall be designed by a licensed California Structural Engineer and submitted to the District prior to any work occurring in the vicinity of the existing structure(s). Contractor shall also be responsible to place monitoring points by a California Licensed Surveyor prior to the start of work to monitor any possible movement during the course of construction. Prior to, during and after nearby utilities have been installed, the Contractor’s California Licensed Surveyor shall survey the pre-established survey points to confirm existing structures did not move during the installation of the nearby utility work.

- E. The Contractor is responsible to provide all temporary shoring for utility trenching activities, and other temporary shoring as required by law to install new improvements. All temporary shoring noted above shall be designed by a California Licensed Civil Engineer, other than the structural shoring required by a Licensed Structural Engineer in Paragraph 1.19D above.

#### **1.20 SAFETY AND ELECTRICAL STANDARDS**

- A. The Contractor shall comply with all safety and electrical standards to ensure that all its employees are protected by Ground Fault Circuit interrupters as required, throughout the course of the Contractor's work.
- B. The Contractor is responsible for installation of any and all temporary power service for the project and shall provide it with Ground Fault Interrupter Protection with no additional cost to the District.

#### **1.21 HAZARDOUS SUBSTANCES**

- A. No asbestos or asbestos-containing products shall be used in this construction or in any tools, devices, clothing, or equipment used to effect this construction. See Section 01412, Hazardous Materials and other related Contract Documents.
- B. The Contractor shall not receive, use or store at the Site any hazardous substance unless contained in a container labeled with the original label applied by the Manufacturer of such substance. The Contractor shall maintain at the Site and forward to the District and Project Inspector copies of the most current material safety data sheets with respect to each hazardous substance received, used or stored at the Site by the Contractor.
- C. The Contractor shall immediately forward to the District and Project Inspector any updated material safety data sheets.
- D. The Contractor shall properly label and inform the District and Project Inspector of, any pipes or piping systems containing hazardous substances used or maintained at the Site by the Contractor. Prior to the receipt of such materials at the Site, the Contractor shall submit a list of all materials which the Contractor intends to receive, use or store at the Site that are classified as hazardous substances pursuant to applicable federal, state or local Employee or Community Right to Know statutes, regulations or requirements.

#### **1.22 SAFETY SURVEYS**

- A. Inspector of Record may conduct periodic safety surveys of the Project. Any safety discrepancy observed will be reported to the appropriate Contractor Site Safety Representative for immediate correction.
- B. District, Architect, and/or Inspector of Record safety surveys do not, without any limitation, relieve the Contractor of their primary responsibility to self-inspect the Work and equipment, and to conduct the Work in a safe manner.
- C. Contractor shall provide the District, and Project Inspector with Monthly Contractor Accident Statistics Reports.



CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
DVC - STUDENT UNION BUILDING  
GENDER INCLUSIVE RESTROOM

75-24104-00  
JANUARY 11, 2024  
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**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01540**

## **SECTION 01572 - STORM WATER POLLUTION PREVENTION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01050 – “Field Engineering”
- C. Section 01330 – “Submittal Procedures”
- D. Section 01410 – “Regulatory Requirements”
- E. Section 00700 - General Conditions Article 13.12, Storm Water Pollution Prevention
- F. Divisions 2 through 33 Sections for Storm Water Prevention Plan requirements for the work in those sections.

#### **1.3 BACKGROUND**

- A. Storm drains discharge directly to creeks and the Bay without treatment. Discharge of pollutants (any substance, material, or waste other than uncontaminated storm water) from this project into the storm drain system is strictly prohibited by the State Water Resources Control Board (SWRCB) Order 2009-0009 DWQ (Order) and California Regional Water Quality Control Board (RWQCB) Water Quality Control Plan San Francisco Bay Basin Plan (Basin Plan).
- B. This specification is applicable to this Project since it will disturb (e.g., digging, trenching, grading, clearing, filling) one or more acres of land surface. Contractor shall calculate and confirm the disturbed soil acreage and submit calculations to the District.
- C. This specification also covers Linear Underground/Overhead Projects as regulated by the Order.
- D. Area of land surface disturbance includes but is not limited to:
  - 1. Clearing of the land both for access (i.e. access roads) to the site as well as preparing the site for constructing the project,
  - 2. Constructing access roads to the Site,
  - 3. Grading of the Site in total,
  - 4. Equipment staging area, maintenance area, and construction easement if they occur atop a soil surface which has not been included in the calculation for area of soil disturbance,
  - 5. Material and/or soil stockpiles if atop a soil surface (not if atop an impervious surface such as concrete or asphalt),
  - 6. Area of asphalt or concrete pavement removal if it is removed entirely to the soil surface,
  - 7. Area that is related to demolition and removal of existing structures if that demolition and removal is to the soil surface.

8. Concrete truck clean-out areas if atop a soil surface.

#### **1.4 SUMMARY OF WORK**

- A. Provide storm water pollution prevention plan as specified and as required by appropriate regulatory authorities, complete.
- B. Work In this section includes all labor, equipment, and materials necessary for the preparation, implementation, maintenance, and monitoring of the Storm Water Pollution Prevention Plan (SWPPP). Principal items of work included herein include, but are not limited to:
  1. Plan administration, maintenance, update, and termination.
  2. Placement of erosion/pollution control devices (where applicable).
  3. Maintenance and monitoring of control devices.
  4. Miscellaneous related work necessary for plan compliance.
  5. Reports and certificates.
  6. Monitoring and associated report (based on Risk Level).
- C. Work under all other sections of this specification shall comply with the requirements of this section. All trades working on the Project need to be aware of and in compliance with the SWPPP.
- D. All materials that can potentially enter and/or pollute storm water discharges and the generation of non-storm water discharges shall be in compliance with the SWPPP. Representative materials and procedures include erosion control of construction vehicles and equipment, and general construction debris potentially entering the storm drain system's natural flow course.

#### **1.5 REQUIREMENTS**

- A. The State Water Resources Control Board uses the Storm Water Multiple Application and Report Tracking System (SMARTS) SMARTS web based application for storm water permit processing and tracking. The Contractor shall input data and upload documents required for storm water permit compliance. The program is also responsible for processing, reviewing, updating, terminating Notices of Intent (NOIs), annual reports, and maintaining the billing status of each discharger. SMARTS has been developed to provide an online tool to assist dischargers in submitting their NOIs, NECs, NOTs, and Annual Reports, as well as, viewing/printing Receipt Letters, monitoring the status of submitted documents, and viewing their application/renewal fee statements. The system will also allow the Regional Board and State Board staff to process and track the discharger submitted document is a user account and password protected system where a valid user account and password is needed to access the system. Prepare Permit Registration Documents according to the requirements found in this section. Electronically submit these documents to the District at least 15 working days prior to the land surface disturbance at the Site. Once the documents.  
  
SMARTS is a user account and password protected system where a valid user account and password is needed to access the system. Prepare Permit Registration Documents according to the requirements found in this section. Electronically submit these documents to the District at least 15 working days prior to the land surface disturbance at the Site. Once the documents are approved, the Contractor shall upload the required data and documents to the SMARTS web site.
- B. Provide a Qualified Storm-Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) for SWPPP implementation as defined in the Order. Refer to the specific requirements as shown

within the SWRCB General Construction Permit and regulations). The QSP shall input and maintain data and documents in the SMARTS web site to ensure compliance with the state storm permit at all times.

- C. Provide all material, labor, equipment, for installation, implementation, and maintenance of all surface-water pollution prevention measures. This work includes the following:
  - 1. Furnishing, placing, and installing effective measures for preventing erosion and runoff of soil, silts, gravel, hazardous chemicals or other prohibited materials defined by the SWRCB and RWQCB.
  - 2. Managing on-site construction materials in such a manner as to prevent said materials from contacting storm water or wash water and running off-site into the storm drain system.
  - 3. Complying with applicable standards and regulations for water pollution and erosion control.
  - 4. Include post-construction storm water pollution prevention structures in the storm water pollution prevention plan. Contractor shall use construction drawings as the reference for post-construction BMPs.
- D. Contractor will not be required to maintain post-construction pollution prevention structures. However, Contractor is required to provide operations and maintenance documents to the District at the end of construction.
- E. In this section, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes, and the San Francisco Bay.
- F. Sanitary sewer discharge regulations are intended to provide protection of the sanitary sewer system and appropriate municipal utility water pollution control plant. In this specification, "sanitary sewer" shall include any sanitary sewer manhole, clean-out, side sewer or other connection to the area wastewater treatment plant.
- G. Contractor shall have storm drain pollution prevention measures in place and follow this specification anytime rain is predicted in the San Francisco Bay Area by the National Oceanic and Atmospheric Administration (NOAA) prediction for rain at or above 50%. It is the responsibility of the Contractor to be prepared for a rain event at all times required by the Order, to be aware of weather predictions, and to perform actions triggered by prediction of such rain events. The District is not responsible for informing the Contractor of rain predictions. In the event the Project is determined to be a Risk Level two or higher project by the Contractor's QSP, the Contractor must create a Rain Even Action Plan (REAP) anytime rain is predicted (50% or greater chance as mentioned above) within 48 hours. The QSP must implement the REAP and have it on-site no later than 24 hours prior to the rain event.
- H. Construction site sanitary sewer blockage will likely result in a back-up and overflow to the storm drain system. The Contractor shall immediately notify the District and the Project Inspector of record if there is a clogged sanitary sewer, and implement a plan to re-direct sewage if an overflow of the sanitary sewer will result in sewage discharge to the storm drain.
- I. Contractor shall not allow any non-storm water to enter the storm drain system. Non-storm water includes domestic supply water used to wash streets, painting and drywall equipment, tools, equipment, or vehicles. Except for certain fire-line flushing and testing procedures, contact the District for discharge approval.

## **1.6 REGULATIONS AND STANDARDS**

- A. Contractor shall comply with the following applicable regulations:
1. Clean Water Act, United States Environmental Protection Agency, and Porter-Cologne Clean Water Act, State of California.
  2. "San Francisco Bay Basin (Region 2) Water Quality Control Plan" (Basin Plan), California Regional Water Quality Control Board,
  3. California State Water Resources Control Board NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES, Order 2009- 0009 DWQ (Order) and all Amendments.
- B. Contractor shall comply with industry-standard guidelines on storm drain pollution prevention, such as:
1. "Erosion and Sediment Control Field Manual" California Regional Water Quality Control Board (RWQCB)—San Francisco Bay Region.
  2. 2009 CASQA Construction BMP Handbook, available electronically at the California Stormwater Quality Association (CASQA) interactive web portal.

## **1.7 SUBMITTALS/DELIVERABLES**

- A. Prepare Permit Registration Documents (PRD) according to the requirements found in Attachment B of the Order. Submit these documents to the District electronically at least 20 working days prior to the soil disturbance at the Site. Some or all of the following documents may be required, depending on the site Risk calculation, monitoring requirements, construction phase storm water treatment systems, and post-construction storm water treatment structures:
1. Storm Water Pollution Prevention Plan created by the QSD
  2. Site Map
  3. Post-construction water balance form
  4. Risk Calculation
  5. Active Treatment Systems plans (based on Risk Level determined in PRD)
  6. Others as may be required by the State Water Resources Control Board Order 2009 0009 DWQ.
  7. Erosion control and water pollution control drawings based on actual construction phasing and staging locations. Contractor shall use construction drawings and requirements from the construction general permit as the reference for these drawings.
- B. The Notice of Intent (NOI) will be completed by the District following electronic upload of the approved documents to the SMARTS web site by the Contractor.
- C. Monitoring Reports. Monitoring sampling results reports are mandated according to the Risk Level and specific characteristics of the Site as prescribed in the Order. Contractor shall determine the required monitoring reports according to the Order and submit a list of such documents to the District and the SMARTS database. When the Project is underway, the Contractor shall produce the mandated reports electronically and submit them to the District and SMARTS electronically within 2 days of the conclusion of the rain event, and within 1 day of Numeric Action Level exceedance.
- D. Annual Reports. Contractor shall determine the required information according to the Order and electronically submit the Annual Report electronically to the District and the SWRCB via SMARTS database.

- E. Notice of Termination. Contractor shall determine the required information according to the Order and electronically submit Notice of Termination documents to the District and the SWRCB via the SMARTS database.
- F. Complete and provide the Post-Construction Water Balance Performance Standard Spreadsheet as found in Appendix 2/2.1 of the Order.

## **1.8 ENVIRONMENTAL ENFORCEMENT**

- A. State, regional, and local agencies have authority to enforce, through codified regulations, any portions of this Section that if not implemented may violate applicable regulations. Agency enforcement may include but is not limited to: citations, orders to abate, bills for cleanup costs and administration, civil suits, and/or criminal charges. Contract compliance action by the District shall not be constructed to void or suspend any enforcement actions buy these or other regulatory agencies.

## **PART 2 - MATERIALS**

### **2.1 GENERAL**

- A. Provide materials as required for execution of the Work required by the approved Stormwater Pollution Prevention Plan, prepared by the QSD

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. Report any hazardous or unknown material spills immediately to a District Representative. If a spill occurs after hours or on a weekend, contact the campus Police Department. The Contractor is responsible for ensuring that its employees and subcontractors (if any) working on site are aware of the location of the campus phone nearest the Site. The Contractor is also responsible for creating the necessary spill reports outlined in the construction general permit and must upload them to SMARTS.
- B. Adhere to the requirements of the Order.

### **3.2 SPILL PREVENTION AND CONTROL**

- A. The Contractor shall keep spill cleanup materials, such as rags or absorbents, readily accessible on-site.
- B. The Contractor shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the Contractor shall dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits to transportation specified in State and Federal regulations.
- C. The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
- D. The Contractor shall report any hazardous materials spill to Emergency 911.

### **3.3 DE-WATERING AND SEDIMENT MANAGEMENT AND NONHAZARDOUS MATERIAL/WASTE MANAGEMENT**

- A. If storm water or groundwater in site excavations or drilled holes, (e.g., trenches, pits, pier holes, footings), needs to be removed, it shall be made clean by filtering, settling, or other method capable of removing solids and suspended particles from this water prior to discharge to the storm drain system. The Contractor shall ensure that this discharge complies with all applicable provisions of the Basin Plan.
- B. If excavation water is domestic supply water, or the water is contaminated with a hazardous substance, then the Contractor shall dispose of according to guidance from the District. For disposal authorization, the Contractor shall contact the District to determine the discharge requirement.
- C. If the Contractor suspects the presence of contaminated groundwater, or domestic supply water, the Contractor shall immediately notify the District. The Contractor shall not attempt to pump out or treat any material suspected of containing a hazardous material or petroleum product.
- D. Designated Area:
  - 1. The Contractor shall propose designated areas of the Site, for approval by the Engineer, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
- E. Granular Material:
  - 1. The Contractor shall store granular material at least ten feet away from catch basin and curb returns.
  - 2. The Contractor shall not allow granular material to enter the storm drains or creeks.
  - 3. When rain is forecast within 24 hours or during wet weather, the Engineer shall require the Contractor to cover granular material with a tarpaulin and to surround the material with sand bags
- F. Dust Control: The Contractor shall use reclaimed water if available to control dust on a daily basis or as directed by the QSP. If reclaimed water is not available, Contractor to use domestic water.

### **3.4 HAZARDOUS MATERIAL/WASTE MANAGEMENT**

- A. Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, State and Federal regulations.
- B. Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- C. Follow manufacturer's application instructions for hazardous materials and do not use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- D. Arrange for appropriate disposal of all hazardous waste.
- E. See Specification Section 01412, Hazardous Materials for more information and requirements.

### **3.5 SANITARY SEWER DISCHARGE POINT IDENTIFICATION**

- A. If the Contractor will be disposing of water from a settling operation, or any other water approved by the District for sanitary sewer disposal, the Contractor will verify with the Buildings and Grounds Department that the manhole used for disposal is a sanitary sewer and not a storm drain. (Note: do not assume that a manhole is a sanitary sewer, even if the words "sanitary sewer" is embossed on it. Sometimes utility maps and manhole cover designations are incorrect.)

### **3.6 WATER MAIN AND SANITARY SEWER LINE BREAK CONTINGENCY PLAN**

- A. If working on or near a water main line or sanitary sewer line, the Contractor shall have a written emergency response plan that states procedures for responding to a break and release of supply water to the storm drain system. This plan shall be made part of the SWPPP. The Contractor shall meet the following requirements:
1. Water Main Work
    - a. Determine the direction of water flow if the main were to break.
    - b. Build a containment berm between the work area and the storm drain inlet(s) that the water would flow into. Make the containment structure large enough to hold the water so that it can be pumped to a sanitary sewer.
    - c. Build this containment structure before digging.
    - d. If there is a water main break, pump the water that collects in the containment structure to a sanitary sewer.
    - e. If the containment fails, prevent chlorinated water from entering the storm drain system.
    - f. Put in place, before digging, sediment control structures upstream of drain inlets and at drain inlets.
    - g. If a break occurs, contact the District and Project Inspector of record immediately.
    - h. Include in the plan the phone numbers of the District and Project Inspector contact information.
  2. Sanitary Sewer Line Work.
    - a. Determine where the sewage will flow if the work could cause a blockage.
    - b. Build a containment structure between the work area and the storm drain inlet(s) that the sewage water would flow into. Make the containment structure large enough to hold the sewage flow so that it can be pumped to a sanitary sewer.
    - c. Build the containment before working on the sewer line. Put in place, before digging, solids (toilet paper, etc.) control structures upstream of drain inlets and at drain inlets.
    - d. If a sewage blockage occurs, pump it to a sanitary sewer, and do not allow it to flow into the storm drain system.
    - e. If the containment fails, prevent chlorinated water from entering the storm drain system by placing dechlorination sodium sulfite tablets in the sewage according to Attachment 2 of this Section).
    - f. If a sewage blockage or spill occurs contact the District and Project Inspector of record immediately.
  3. Excavation Work. This Paragraph applies to Contractors that excavate in the vicinity of sanitary sewer lines and cause or discover a sewage spill, leak or blockage. a. Immediately notify the District. The District will immediately notify Project Inspector. Include in the plan the phone numbers of the District and Project Inspector contact information.

### **3.7 PAVING OPERATIONS**

- A. Project Site Management:
1. When rain is forecast within 24 hours or during wet weather, the District or the QSP may prevent the Contractor from paving.
  2. The QSP may direct the Contractor to protect drainage courses by using control measures, such as earth dike, straw bale, straw wattles, and sand bag, to divert runoff or trap and filter sediment.



3. The Contractor shall place drip pans or absorbent material under paving equipment when not in use.
  4. The Contractor shall cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
  5. If the paving operation includes an on-site mixing plant, the Contractor shall comply with the County's General Industrial Activities Storm Water Permit requirements.
- B. Paving Waste Management: The Contractor shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, the Contractor shall, either collect the sand and return it to the stockpile, or dispose of it in a trash container. The Contractor shall not use water to wash down fresh asphalt concrete pavement.

### **3.8 SAW CUTTING**

- A. During saw cutting, the Contractor shall cover or barricade catch basins using control measures, such as filter fabric, straw bales, sand bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, the Contractor shall ensure that the entire opening is covered.
- B. The Contractor shall vacuum saw cut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.
- C. If saw cut slurry enters catch basins, the Contractor shall remove the slurry from the storm drain system immediately.

### **3.9 CONTAMINATED SOIL MANAGEMENT**

- A. The Contractor shall look for contaminated soil as evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the Project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by the District.
- B. If the Project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested by the District's testing agency. The soil shall be managed as required by designated agency.

### **3.10 CONCRETE, GROUT, AND MORTAR WASTE MANAGEMENT**

- A. Material Management: The Contractor shall store concrete, grout, and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.
- B. Concrete Truck/Equipment Wash Out:
  1. The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
  2. The Contractor shall perform washout of concrete trucks or equipment off-site.

### **3.11 PERSONNEL TRAINING**

- A. The Contractor shall train its employees working on the Site on the requirements contained in this Section. The Contractor shall document this training in writing. District representatives for the Site will request to see the training materials and records at the onset of work.
- B. The Contractor shall inform all subcontractors (if any) of the water pollution prevention requirements contained in this specification and include appropriate subcontract provisions to ensure that these requirements are met.

**3.12 LIST OF CONTRACTORS DESIGNATED SWPPP CONTACTS AND PHONE NUMBERS**

- A. Provide a list of employees who will be responsible for preparing, implementing and updating the SWPPP, including, but not limited to, the name of the QSD and the Contractor's QSP.

**END OF SECTION 01572**

## **SECTION 01610 - BASIC PRODUCT REQUIREMENTS**

### **PART 1 –GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01030 – “Alternates”
- C. Section 01400 – “Quality Control Requirements”
- D. Section 01625 – “Product Options and Substitutions”
- E. Section 01770 – “Contract Closeout Procedures”
- F. Divisions 2 through 33 Sections for Basic Product Requirements for the Work in those Sections.

#### **1.3 SUMMARY**

- A. This Section describes the basic requirements for the selection, handling, and storage of products to be used in the Project.

#### **1.4 PRODUCTS**

- A. All products are to be new and not previously incorporated into or used in any other project or facility. Products salvaged or recycled from other projects are not considered new products and are not permitted.
- B. The term product, as used in the Contract Documents, includes materials, equipment, systems, and like terms of similar intent.
- C. Products include materials, machinery, components, equipment, fixtures and systems forming the Work and purchased for incorporation into the Work.
- D. Products do 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.
- E. Do not reuse materials and/or equipment removed from existing premises except as specifically permitted by the Contract Documents.
- F. Provide interchangeable components of the same manufacturer, for similar components.
- G. Named products are items identified in the Contract Documents by manufacturer’s product name, including make or model number or other designation shown or listed in manufacturer’s published product literature that is current as of date of the Contract Documents.

### **1.5 TRANSPORTATION AND HANDLING**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, and/or other damage.

### **1.6 SHIPPING REQUIREMENTS**

- A. Preparation for Shipment: All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.
- B. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of District at the expense of Contractor. Any refinished items shall carry the warranty specified in the Contract Documents for new items.
- C. Grease and lubricating oil shall be applied to all bearings and similar items.
- D. Identification: Before shipping, each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

### **1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Store products only in staging area per provisions of the Contract Documents.
- B. Handle, 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.
- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- 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. Deliver, store and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- I. Schedule product deliveries to minimize long-term storage at the Site and to prevent overcrowding of construction spaces.
- J. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

- K. Deliver products to Site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with intact and legible labels and instructions for handling, storing, unpacking, protecting, and installing.
- L. Contractor shall comply with the following without limitation:
1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in the Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
  2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
  3. No metalwork (including miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spilling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geo-membranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
  4. Electrical equipment and all equipment with antifriction or sleeve bearings shall be stored in weather-tight structures maintained at a temperature above 60 degree Fahrenheit. Electrical equipment controls and insulation shall be protected against moisture and water damage. All space heaters furnished in or with equipment shall be connected and operated continuously or according to manufacturer's requirements.
  5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed.
  6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of District, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
  7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.
  8. Equipment and materials shall not have any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
  9. In addition to the protection specified for prolonged storage, the packing of spare units and spare parts shall be as for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

10. Handling: Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner that does not damage the equipment.
11. Store products to allow for inspection, measurement, and/or counting of units.
12. Store materials in a manner that will not endanger adjacent Work.
13. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
14. Store cementitious products and materials on elevated platforms.
15. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
16. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
17. Protect stored products from damage.
18. Protect liquids from freezing.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01610**

## **SECTION 01625 - PRODUCT OPTIONS AND SUBSTITUTIONS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01311 – “Project Management and Coordination”
- C. Section 01400 – “Quality Control Requirements”
- D. Section 01610 – “Basic Product Requirements”
- E. Section 01722 – “Execution Requirements”
- F. Section 01780 – “Project Record Documents”
- G. Division 2 through 33 Sections for specific requirements for Materials and Equipment (Product Options and Substitutions) for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section includes administrative and procedural requirements concerning product options and substitutions.

#### **1.4 GENERAL**

- A. The term product, as used in the Contract Documents, includes materials, equipment, systems, and like terms of similar intent.
- B. All products are to be new and not previously incorporated into or used in any other project or facility. Products salvaged or recycled from other projects are not considered new products and are not permitted.
- C. Named products are identified in the Contract Documents by manufacturer’s product name, make or model number, and/or other specific designation.
  - 1. Do not use materials and/or equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- D. List of Manufacturers and Products Required. The Contractor shall require all Subcontractors to prepare and submit to the Contractor, within thirty (30) days of execution of the Subcontract, four (4) copies of the comprehensive lists of manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Contractor’s or Architect’s approval.
  - 1. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer’s descriptive data, and samples, required by the Contract

Documents, but rather shall be considered as a base from which more detailed submittals shall be developed for final review by the Contractor and the Architect.

## **1.5 PRODUCT SELECTION AND SUBSTITUTION REQUIREMENTS**

- A. Substitutions are defined as any changes in products, materials, equipment, and/or methods of construction from those required by the Contract Documents, and that are proposed by the Contractor.
- B. When only one product is specified, and unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific 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 the material, process, or article desired and shall be deemed to be followed by the words “or equal” unless the Contract Documents specify “no substitution allowed”, “no equal”, “no equivalent”, “to match campus standard”, “single source,” or other language with similar meaning, in which case no substitutions will be allowed.
  - 1. Pursuant to Paragraph 3.11.4 of the General Conditions, the apparent lowest responsive and responsible bidder may, within ~~three~~ **thirty** (30) calendar days after bid opening offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents. to Paragraph 3.11.4 of the General Conditions, the Contractor may, unless otherwise stated below, at time of bid offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.
- C. For products specified by naming only one manufacturer and including the words “no substitutions allowed”, “no equal”, “to match campus standard”, “single source” and/or other phrase with similar meaning:
  - 1. There is no product option due to necessity to match existing products or systems, to meet other design criteria or dependencies, or to comply with established standards. No substitution will be allowed.
  - 2. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution, including all information required herein.
- D. When more than one product is specified, and in the absence of language stating “no substitutions allowed”, “no equal”, “to match campus standard”, “single source,” or other phrase with similar meaning:
  - 1. Select products of any named manufacturer meeting all specified requirements, or submit a request for substitution at time of bid.
  - 2. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information required herein.
- E. For products specified by naming one or more products followed by the words “or approved equal”:
  - 1. Select products of any named manufacturer meeting all specified requirements, or submit a request for substitution at time of bid.



- F. For products specified only by reference standard, select any product meeting or exceeding all requirements of the specified standard.
- G. Compatibility of product options: If Contractor is given an option of selecting between two or more products for use on the Project; product selected shall be compatible with products previously selected, even if previously selected products were also options.
  - 1. Contractor shall be responsible for providing products and construction means and methods that are compatible with the products and construction means and methods of other contractors.
- H. Products Specified which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products, at the time of submitting bids to the District, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item.
  - 1. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material.
  - 2. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item.
  - 3. All risks of delay due to the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.
- I. Substitution Request Form. All requests for substitutions of products, materials, or processes in place of a Specified Item must be submitted in writing on the District's Substitution Request Form ("Request Form") within **thirty** (30) calendar days after bid opening. The Request Form must be accompanied by evidence as to whether the proposed substitution meets the requirements of the Contract Documents as specified herein.
- J. After bids are opened, the apparent lowest responsive and responsible bidder shall provide, within **thirty** (30) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as required herein to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.
- K. After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District.
  - 1. Any request for substitution that is granted by the District shall be documented and processed through a Change Order.
  - 2. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution.
  - 3. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

4. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.
- L. If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.
- M. Substitutions will not be considered for acceptance (or, at the District's sole discretion, District may make Contractor solely responsible for all resulting costs, expenses and other consequences of a substitution) when a substitution:
  1. Results in delay meeting established construction milestones and/or Phase completion dates.
  2. Is indicated or implied on submittals without formal Substitution Request from Contractor.
  3. Is requested directly by a Subcontractor or supplier.
  4. Acceptance will require substantial revision to the Contract Documents.
  5. Disrupts the Contractor's Work progress or ability to perform efficiently.
- N. Substitute products shall not be ordered without written acceptance of Architect and District.
- O. Architect and/or District shall determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
- P. Accepted substitutions will be evidenced by a Change Order. All Contract Document requirements apply to all Work involving substitutions.
- Q. Coordinate all substitute products with Contractor's Construction and Submittal Schedules.

#### **1.6 PRODUCTS WITH NO SUBSTITUTION ALLOWED**

- A. No substitutions shall be allowed for District standard products. District standard products include:
  1. **Door Locksets & Keys – Corbin Russwin Door Locksets and Latches.**
  2. **Panic Door Hardware – Von Duprin Panic hardware.**

#### **1.7 PRODUCT SUBSTITUTION REQUESTS: REQUIRED INFORMATION**

- A. Requests for substitutions of products, materials, or processes in place of a specified item must in writing on the District's Substitution Request Form at the time of submitting bids to the District.
- B. Except as provided in the Contract Documents with respect to "or equal" items, District will consider a Contractor's substitution request only when the specified product or products become unavailable due to no fault of Contractor.
- C. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor.
- D. A Request for Substitution shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion of the Work or any Phase of the Work on time pursuant to the completion dates specified in the Contract Documents, and whether or not acceptance of the substitute for use in the Work will require a

change in any of the Contract Documents (or in the provisions of any other direct contract with the District for Work on the Project.)

- E. Substitution Product List: Submit a list, in tabular form, showing specified product(s) and requested substitute product(s). Include generic names of products required, and manufacturer's proprietary name for each product. Provide all product data for each requested substitute product, variations from specified product, and other pertinent data as specified herein.
- F. Submit separate submittals (four copies) for each product substitution requested, to include the following:
  - 1. A statement either explaining why the specified product cannot be provided or why the Contractor is proposing a substitution.
  - 2. Product identification, including specification section number, and title.
  - 3. Manufacturer's literature, including product data and specifications.
  - 4. Physical samples, as applicable
  - 5. Color chart, as applicable.
  - 6. Name and address of similar projects on which product has been used, and dates of installation.
  - 7. Name, address, and telephone number of supplier, installer, and manufacturer's representative.
  - 8. Construction methods: Include detailed description with drawings or other illustrations as required for clarity.
  - 9. Provide product availability information with projected delivery date.
  - 10. A completed Substitution Request Form (see Section 01340 "Administrative Forms and Logs") for each product substitution requested. Submittals with an incomplete Substitution Request Form will be returned to the Contractor without review.
  - 11. A detailed comparison of the proposed substitution with specified product, listing all variations including all dimensional, weight, service requirements, and functional differences, if any. If variation(s) from the specified product is not identified in the submittal, it may be rejected.
  - 12. Indicate available maintenance, repair, and replacement services for substitute products.
  - 13. Contractor shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with District for work on the Project) to adapt the design for the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty.
  - 14. Contractor shall provide an accurate cost comparison of the proposed substitution with the specified product and identify the net change in Contract Price related to use of the proposed substitution.
    - a. The cost comparison shall include, but not be limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, and include costs for redesign and/or claims of other contractors affected by the resulting change.
    - b. Architect or District may require Contractor to furnish additional cost data concerning the proposed substitute.

15. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by District and separate contractors that will be necessary to accommodate proposed substitution.
16. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
17. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities have jurisdiction.
18. Submit complete information identifying any changes to the Contractor's Baseline CPM Schedule required as a result of the proposed substitution.
  - a. If specified product or method of construction cannot be provided within Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or other reason for delays in delivery.
    - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents.
19. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

## **1.8 CONTRACTOR'S REPRESENTATION AND WARRANTY**

- A. Contractor's Substitution Request constitutes a representation and warranty that Contractor complies with all of the following requirements:
  1. Contractor has investigated proposed product and determined that it meets or exceeds, in all respects, the requirements for the specified product.
  2. Contractor shall provide the same warranty for substitution as for specified product.
  3. Contractor shall coordinate installation and make all other changes that may be required for Work to be integrated and complete in all respects.
  4. Contractor waives claims for any additional costs which may subsequently become apparent.
  5. Contractor shall compensate District for any Construction Document revisions and/or agency approval costs associated with any product substitution. Any such compensation shall be deducted from the Contract Price by the District via Change Order.
  6. Contractor shall be responsible for maintaining the Baseline CPM Schedule and for recovering any time lost due to a product substitution.
  7. Contractor shall be responsible for any Baseline CPM Schedule delay caused by late ordering of available specified products caused by Substitution Requests that are subsequently rejected by the District.
  8. Contractor shall compensate District for all costs, including extra costs for performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late Product Substitution Requests.

## **1.9 ARCHITECT'S ACTION**

- A. Architect shall respond in writing to Contractor within (10) working days of receipt of a Substitution Request. Architect's response shall include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

- B. Architect shall notify Contractor in writing of decision to accept or reject Contractor's requested substitution.
- C. If necessary, Architect may request additional information or documentation for evaluation Substitution Request. Architect shall notify Contractor of acceptance or rejection of proposed substitution within (5) working days of receipt additional information of documentation.

#### **1.10 ADMINISTRATIVE REQUIREMENTS**

- A. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements, or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required District services made necessary by the substitution at no increase in Contract Price or Contract Time, and as a part of substitution proposal.

#### **PART 2 – PRODUCTS (Not Used)**

#### **PART 3 – EXECUTION (Not Used)**

#### **END OF SECTION 01625**

## **SECTION 01710 - CLEANING REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions of General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01400 – “Quality Control Requirements”
- B. Section 01500 – “Temporary Facilities and Controls”
- C. Section 01505 – “Construction Waste Management”
- D. Section 01572 – “Storm Water Pollution Prevention Plan”
- E. Section 01722 – “Execution Requirements”
- F. Section 01770 – “Contract Closeout Procedures”
- G. Divisions 2 through 33 Sections for specified Cleaning Requirements for the work in those Sections.

#### **1.3 DISPOSAL OF MATERIALS**

- A. See Section 01505 Construction Waste Management for additional requirements.
- B. As part of the scope of Work included within the Contract Price, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
- C. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state and federal regulations and requirements of the Contract Documents. Also see Sections 01505 and 01412.
- D. Contractor is cautioned that both the County of Contra Costa and cities within the County have regulations governing the disposal of rubble, broken pavement, and similar materials.
- E. Contractor shall become familiar with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with requirements.
- F. This is already addressed in Section 01505/1.7 and 1.11. Under no circumstances shall rubbish, debris, waste, dust, dirt or surplus materials be allowed to accumulate in the building or on the Site, and all such shall be removed continually as the Work progresses and by the end of each day’s Work.
  - 1. Materials: In occupied building areas, only sufficient materials and flammable or toxic substances necessary for the Work being performed that day or shift shall be brought into the building and work areas. In no case shall flammable or toxic substances be stored in the building, and these substances shall be immediately removed from the building when not needed and not later than the end of the day’s Work.
  - 2. Splattering or spilling of material shall be promptly cleaned up at time of occurrence.

- G. Contractor shall provide sweeping whenever silt from Site is carried over to adjacent pedestrian paths, parking lots, and streets within the Campus as well as public thoroughfares surrounding the Campus.
- H. Failure to maintain a clean and orderly Site may necessitate action by the District. In the event that the Contractor fails to clean up and maintain the project in a clean and orderly manner, the District may clean the Site and charge the Contractor for such cleaning costs. Any cleaning costs incurred by District will be deducted from the Contract Price by Change Order.
- I. All trash, debris, waste, and excess soil resulting from performance of the Work shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, a permission letter shall be obtained from the property owner and presented to District prior to disposal. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner releasing Contractor, Contra Costa County, District, and District consultants from any future liability.

#### **1.4 FINAL CLEANING**

- A. District's Representative's Inspection: Provide District at least twenty-four (24) hours advance notice of readiness for inspection.
- B. Any deficient cleaning, as determined by District's Representative, shall be immediately corrected as directed by District at Contractor's expense.
- C. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
- D. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
- E. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- F. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, clean and/or polish all transparent and glossy surfaces,
- G. Vacuum carpeted and soft surfaces.
- H. Remove waste and surplus materials, rubbish, and construction facilities from Site.
- I. Wash and shine mirrors.
- J. Ventilating systems:
  - 1. Clean permanent filters and replace disposable filters of units operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
  - 2. Clean ducts, blower, and coils of units operated during construction.
- K. Clean surfaces of equipment; remove excess lubrication.
- L. Clean plumbing fixtures to a sanitary condition
- M. Vacuum and wipe inside of electrical panels and cabinetwork.
- N. Clean light fixtures and lamps.
- O. Broom clean interior spaces.

- P. Clean, damp mop, wax and polish resilient and hard-surfaced floors as specified.
- Q. Remove waste, debris and surplus materials from site. Clean grounds; remove stains, spill, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.
- R. Use cleaning materials which will not create hazards to health or property or cause damage to the Work. Use cleaning materials and methods recommended by the manufacturers of the products to be cleaned.
- S. Contractor shall not use nor permitted to use any kind of material/cleaning chemical that are not permitted for use in the State of California, or not permitted by the Health Department
- T. Schedule operations to prevent dust and other contaminants resulting from cleaning operations from adhering to wet or newly finished surfaces.
- U. Clean roofs, gutters, downspouts and drainage systems.
- V. Interior surfaces and areas where Work is performed shall be left in vacuum clean condition with all dust, dirt, stains, hand marks, paint spots, plaster droppings, and other blemishes and defects completely removed. To the extent of Contractor's operations, use or materials, the following requirements apply to all areas where Work is performed:
  - 1. Walls: Bare and painted surfaces shall be cleaned and free of dust, lint, streaks, or stains.
  - 2. Hardware and metal surfaces shall be cleaned and polished using non-corrosive and non-abrasive materials.
  - 3. Glass: New glass and soiled existing glass shall be washed and polished both sides and left free of dirt and spots. Labels shall be removed.
  - 4. Ceilings shall be clean and free of stains, hand marks, and defacing.
  - 5. Fixtures and Equipment: New mechanical and electrical fixtures and like items shall be cleaned and polished. Lighting fixtures shall be free of dust, dirt, stains, or waste material. Equipment and machinery shall be cleaned, serviced, and ready for use. Existing items shall be cleaned as required including ventilating supply and return equipment in walls and ceilings.
  - 6. Surfaces not mentioned shall be cleaned according to the intent of this Section and as required for District's Representative's approval.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01710**



## **SECTION 01722 - EXECUTION REQUIREMENTS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01050 – “Field Engineering
- C. Section 01055 – “Conformance Surveying”
- D. Section 01311 – “Project Management and Coordination”
- E. Section 01710 – “Cleaning Requirements”
- F. Section 01770 – “Contract Closeout Procedures”
- G. Divisions 2 through 33 Sections for Execution Requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This Section includes Administrative and General procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout
  - 2. General installation of products
  - 3. Coordination of District-installed products
  - 4. Starting and adjusting
  - 5. Protection of installed construction
  - 6. Correction of the Work

### **PART 2 – PRODUCTS (Not Used)**

### **PART 3 – EXECUTION**

#### **3.1 EXAMINATION**

- A. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record all observations in writing.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work
    - b. List of detrimental conditions, including substrates
    - c. List of unacceptable installation tolerances

- d. Recommended corrections
  - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- B. Existing Site and/or Building Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning Work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of all utility services for each Phase of the Work and the entire Project.
- C. Existing Utilities: The existence and location of underground and other utilities and construction indicated in the Contract Documents as existing are not guaranteed. Prior to beginning the Work, investigate and verify the existence and location of all underground utilities and/or other improvements affecting the Work.
  - 1. Before construction, verify the location and invert all elevations at points of connection of sanitary sewer, storm sewer, and water-service piping; and all underground electrical services.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Site.

### **3.2 PREPARATION**

- A. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a written request for information (RFI) to the District and a copy to the Architect.
- B. Existing Utility Information: Furnish information to the District and a copy to the Architect that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Contractor shall coordinate with authorities having jurisdiction.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, Contractor shall investigate and verify all dimensions of other construction by field measurements before fabrication. Contractor shall coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Contract Documents. Contractor shall be responsible for all coordination and measurements including means and methods of Construction.

### **3.3 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, Contractor shall verify layout information and Field condition in relation to the Contract documents. Notify District and copy the Architect immediately of any discrepancies.

### **3.4 INSTALLATION**

- A. Contractor shall locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in furnished areas, unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of eight feet in spaces without a suspended ceiling.
- B. Contractor shall comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Contractor shall install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for performance until accepted by District.
- D. Contractor shall conduct construction operations, so no part of the Work is subjected to damage or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels. Contractor shall comply with noise requirements in Section 01416, Special Procedures
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- H. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
- I. Allow for building movement, including thermal expansion and contraction.
- J. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to the Site in time for installation.
- K. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- L. Hazardous Materials: Use only products, cleaners, and installation materials that are not classified as or considered hazardous.

### **3.5 DISTRICT-INSTALLED PRODUCTS**

- A. Site Access: Provide access to Site for District's construction forces.

- B. Coordination: Coordinate construction and operations of the Work with work performed by District construction forces.
  - 1. Baseline CPM Schedule: Inform District of Contractor's preferred schedule for District's portion of the Work. Adjust Baseline CPM Baseline CPM Schedule based on a mutually agreeable timetable. Provide timely notice (i.e., at least 14 calendar days) to the District if changes to schedule are required due to differences in actual construction progress.
  - 2. Pre-installation Conferences: Include District's construction forces at pre-installation conferences covering portions of the Work that are to receive District's work. Attend pre-installation conferences conducted by District's construction forces if portions of the Work depend on District's construction forces.

### **3.6 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### **3.7 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements Section 01730, Cutting and Patching.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition. See also Section 01500, Temporary Facilities and Controls.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and/or broken glass or reflective surfaces.

**END OF SECTION 01722**

## **SECTION 01730 - CUTTING AND PATCHING**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.
- B. Individual Product Specification Sections:
  - 1. Cutting and patching incidental to work of the section.
  - 2. Advance notification to other sections of openings required in work of those sections.
  - 3. Limitations on cutting structural members.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01311 – “Project Management and Coordination”
- B. Section 01710 – “Cleaning Requirements”
- C. Section 01722 – “Execution Requirements”
- D. Divisions 2 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### **1.3 DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to new or original conditions after installation of other Work.

#### **1.4 RESPONSIBILITIES**

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work. This includes, but is not limited to:
  - 1. Making parts fit together properly
  - 2. Removal and replacement of defective Work
  - 3. Removal and replacement of Work not conforming to requirements of Contract Documents
  - 4. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit
  - 5. Attaching new materials to existing improvements
  - 6. Painting (or other finishes) to match adjacent or existing conditions
- B. Contractor shall not cut or alter any part of the Work in such a way that endangers or compromises the integrity of the Work, the work of others, or the Project.

## 1.5 QUALITY ASSURANCE

- A. Requirements for Cutting and Patching relating to structural elements: Do not cut and/or patch structural elements in a manner that would alter their structural design characteristics.
1. Obtain written approval of the cutting and patching proposal from the Structural Engineer of Record **and** DSA prior to cutting and/or patching any structural elements. Structural elements include, but are not limited to:
    - a. Foundation construction
    - b. Structural Concrete
    - c. Structural Steel
    - d. Wood Framing
    - e. Bearing and retaining walls
    - f. Stair systems
    - g. Roofing and framing systems
    - h. Glue lam beam
    - i. Shear wall systems
  2. Where cutting and patching Work involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure. Contractor shall be responsible for any costs associated with required Structural Engineer and/or DSA reviews and approvals.
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch exposed Work in a manner that would, in the Architect or District's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner as directed by District.
- D. Contractor shall ensure that all cutting, fitting, and patching shall achieve the security, strength, weather protection, and appearance for aesthetic match, efficiency, operational life, maintainability, safety of operational elements, and the continuity of existing fire ratings as required by the Contract Documents.
- E. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.
- F. Operational Elements: Do not cut and patch operating elements and/or related components in a manner that results in reducing their capacity to perform as intended, results in increased maintenance requirements, that decreases operational life, or that affects system or component safety. Operating elements include, but are not limited to the following:
1. Fire-suppression systems.
  2. HVAC systems.
  3. Control systems.

4. Mechanical systems piping and ducts.
  5. Air smoke barriers
  6. Telephone and communication systems.
  7. Electrical wiring systems.
  8. Primary operational systems and equipment.
- G. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or those results in increased maintenance or decreased operational life or safety. Miscellaneous elements include, but are not limited to the following items:
1. Exterior curtain wall construction
  2. Equipment supports
  3. Noise-and vibration-control elements and systems
  4. Water, moisture, or vapor barriers
  5. Membranes and flashings
  6. Vessels, and equipment

## **1.6 PAYMENT FOR COSTS**

- A. Cost caused by ill-timed or defective cutting and patching Work or Work not conforming to Contract Documents, including costs for additional services of the District and its consultants will be borne by the Contractor and deducted from the Contract Price via Change Order by the District.
- B. Cost of Work cutting and patching Work performed upon approval from the District, other than defective or nonconforming Work, will be paid by District via written Change Order.

## **1.7 WARRANTY**

- A. Existing Warranties: Remove, replace, cut, patch, and repair materials and surfaces damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties of any affected Work.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Contractor shall provide for replacement and restoration of any Work affected by cutting and patching operations. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by Contractor in the performance of the Work.
- C. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials whose installed performance will equal or exceed that of existing materials and that are visually compatible in the sole opinion of the District.

## **PART 3 – EXECUTION**

### **3.1 INSPECTION**

- A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting the installation of new products.
- B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the Contract Documents, and shall proceed with Work as directed by District.

### **3.2 PREPARATION**

- A. Contractor shall provide adequate shoring, bracing and supports as required to maintain structural integrity for all portions of the Project during cutting and patching operations.
- B. Contractor shall provide devices and means and methods to protect other portions of Project from damage during cutting and patching operations.
- C. Contractor shall provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.
- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Do not cut existing pipe, conduit, or ductwork serving existing buildings and/or other improvements that are scheduled to be removed or relocated until provisions have been made to bypass them. Maintain all active existing services at all times.

### **3.3 PERFORMANCE**

- A. With respect to performance, Contractor shall:
  - 1. Execute cutting and patching Work to provide finished installation complying with specified tolerances and matching adjacent finishes.
  - 2. Execute cutting and patching using means and methods that will prevent damage to other Work, and that will result in proper surfaces to receive installation of repairs and/or new Work.
  - 3. Execute cutting, demolition, patching, excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement or other movement.
  - 4. Contractor shall employ original installer or fabricator to perform cutting and patching for:
    - a. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other similar Work.
    - b. Exposed finished surfaces
  - 5. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to Contract Document requirements for penetrations. If a discrepancy exists between applicable Code requirements and the Contract Documents, the more stringent requirement shall apply.
  - 6. Completed cutting and patching Work shall not affect the integrity of fire walls, ceilings, floors, smoke barriers, shafts, and similar components.



7. Contractor shall restore Work which has been cut or patched. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match adjacent areas and surfaces.
8. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the new finish to any existing finish.
9. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage adjacent Work to remain. If possible, review proposed procedures with original Installer and comply with his written recommendations.
  - a. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - b. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
10. Concrete and Masonry: cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
11. Excavating and Backfilling: Comply with requirements in applicable specification sections where required by cutting and patching operations.
12. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
13. Proceed with patching after construction operations requiring cutting are complete.
14. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
15. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
16. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - a. Clean all materials affected by cutting and patching operations before applying finishes.
  - b. Restore any damaged pipe covering to original condition.
  - c. Floors and Walls: Where walls or partitions that are removed extend from one finished area into another, patch and repair floor and wall surfaces in the both spaces. As required to provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials as necessary to achieve uniform color and appearance.
  - d. Where patching occurs on a painted surface, apply specified primer and intermediate coats over the patch. Apply final coat over entire unbroken surface containing the patch. Provide additional coats as required until patched area blends completely with adjacent surfaces.

17. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide a level, planar surface of uniform appearance.
  18. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition and results in a uniform visual appearance.
- B. Cleaning: Clean areas, spaces, materials, and/or equipment where cutting and patching Work is performed. Completely remove dirt, dust, cuttings, paint, mortar, oils, putty, adhesive, and any other similar materials.
- C. Alterations to Existing Work:
1. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary for performance of work under the Contract. Work that is replaced shall match similar existing work. Structural members shall not be cut or altered, except where noted on drawings, without authorization of the Structural Engineer. Work remaining in place, which is damaged or defaced during this contract, shall be restored to the condition existing at time of award of contract.
  2. Discolored or unfinished surface exposed by removal of existing work and indicated to be the final exposed surfaces shall be refinished or the material shall be replaced as necessary to make contiguous work uniform and harmonious. Work out of alignment, where exposed by removal of existing work, shall be called to the District's attention with a copy to the Architect's.

**END OF SECTION 01730**

## **SECTION 01740 - WARRANTIES/GUARANTIES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01770 – “Contract Closeout Procedures”
- C. Section 01780 – “Project Record Documents”
- D. Section 01820 – “Demonstration and Training Procedures”
- E. Divisions 2 through 33 Sections for Warranties/Guaranties requirements for the Work in those Sections.

#### **1.3 SUMMARY OF WORK**

- A. Contractor hereby warrants and guaranties to District all Work performed on this Project, including all material and equipment incorporated therein, as set forth below:
- B. Pursuant to the requirements of this Section and other sections of the Contract Documents, Contractor agrees to unconditionally warranty and guaranty the quality and adequacy of all of Work provided under this Contract including, without limitation, all labor, materials and equipment provided by the Contractor and Subcontractors of all tiers in connection with the Work.
- C. Contractor’s Warranty and/or Guaranty shall become effective on the first day following District’s issuance of a written Notice of Substantial Completion or on such other date as may be specified elsewhere in the Contract Documents, and once effective, the Warranties and/or Guaranties shall remain operative and shall bind Contractor as further described herein for a period of one (1) year, and/or more as specified in the Contract Documents.
- D. All Contractor Warranties and/or Guaranties must be reviewed and accepted by District.
- E. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with Contract Documents, nor relieve Contractor of liability in respect to any express warranties and/or guaranties or responsibilities for faulty materials or workmanship.
- F. Contractor shall remedy any defects in the Work and repair any associated damage resulting therefrom, and pay all costs for any such Work which shall become evident within any Project Warranty and/or Guaranty period. If any Work is found to be defective within any Project

- Warranty and/or Guaranty period, Contractor shall, without cost to District, promptly correct such defective Work.
- G. Contractor shall remove any defective Work rejected by District and replace it with Work that complies in all respects to the requirements of the Contract Documents. Remove and replace any damage to other Work or the Work of others resulting therefrom.
  - H. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all costs, losses and damages caused by or resulting from such removal and replacement within the Warranty and/or Guaranty period.
  - I. Where Contractor fails to correct defective Work, or defects are discovered outside the Warranty and/or Guaranty period, District shall have all rights and remedies granted by law.
  - J. Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and paid for, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.
  - K. These Warranties and/or Guaranties are in addition to any other warranty or guaranty requirements contained in the Contract Documents, and not in lieu of any other liability imposed on Contractor under the Contract Documents and governing laws with respect to Contractor's duties, obligations, and performance under the Contract Documents.

#### **1.4 FORMAT**

- A. Contractor shall separate each warranty and/or guaranty with index tab sheets keyed to a Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible subcontractor, supplier, and/or manufacturer, with name, address, telephone number, fax number, and e-mail of each responsible principal.
  - 1. Bind warranties and guaranties and bonds in heavy-duty, 3-ring vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½-by 11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty and/or guaranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number, fax number, and e-mail of installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES".
    - a. Project name and number
    - b. Architect's name
    - c. Contractor's name
- B. Contractor shall provide two (2) sets of binders for all Warranties/Guaranties and shall include:
  - 1. Contractor, subcontractor, and equipment supplier shall provide Warranties and Guaranties on their original company letterhead with original signature.

2. Contractor shall provide original Warranties and Guaranties. Photo copies, fax and e-mail copies are not acceptable.
- C. Contractor shall organize warranty and guaranty documents into an orderly sequence based on the table of contents of the Project Manual.

## **1.5 PREPARATION**

- A. Contractor shall obtain warranties and guaranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within fifteen (15) days after Substantial Completion. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty or guaranty blank until the date of completion is determined by District.
- B. Contractor shall verify that documents are in proper original form, contain full information, and are notarized, when required.
- C. Contractor shall co-sign and co-execute all Warranties and Guaranties.
- D. Contractor, subcontractor, and equipment supplier must provide warranties/guaranties on their original company letterhead with original authorized principal charge signature. (Fax copy and e-mail will not be acceptable.)
- E. Contractor shall provide additional copies of each warranty and/or guaranty to include in operation and maintenance manual. Photocopies are acceptable for this purpose.
- F. For items of work delayed beyond date of Substantial Completion, Contractor shall provide updated submittal within ten (10) days after acceptance, listing the date of acceptance by District as start of the warranty and/or guaranty period.
- G. Contractor must complete all warranty and guaranty submittals as required by the Contract Documents prior to District approval of Contractor's final application for Payment.

## **1.6 WARRANTY AND GUARANY MANAGEMENT**

- A. Warranty and Guaranty Management Plan
  1. Develop a warranty and guaranty management plan which contains information relevant to Specification Section 01740, Warranties/Guaranties. At least 30 days before the planned Substantial Completion date, conduct a pre-warranty conference and, submit the warranty and guaranty management plan for District approval. Include within the warranty and guaranty management plan all required actions and documents to assure that the District receives all warranties and guaranties to which it is entitled. The plan must be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below must include due date and whether item has been submitted or was accomplished. Warranty and guaranty information made available during the construction phase must be submitted to the District for approval prior to each monthly pay estimate. Assemble approved information in a binder and submit to the District upon acceptance of the Work. The construction warranty and guaranty period will begin on the date of Substantial Completion and continue for the full product warranty and guaranty period. A joint 4 month and 9 month warranty and guaranty inspection will be conducted, measured from Substantial Completion, by the Contractor, District, and the

Campus Representative. Include within the warranty and guaranty management plan, but not limited to, the following:

- a. Roles and responsibilities of all personnel associated with the warranty and guaranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.
- b. Listing and status of delivery of all Certificates of Warranty and Guaranty for extended warranty and guaranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.
- c. A list for each warranted equipment, item, feature of construction or system indicating:
  - i) Name of item.
  - ii) Model and serial numbers.
  - iii) Location where installed.
  - iv) Name and phone numbers of manufacturers or suppliers.
  - v) Names, addresses and telephone numbers of sources of spare parts.
  - vi) Warranties and Guaranties and terms of warranty and/or guaranty. Include one-year overall warranty of construction. Items which have extended warranties or guaranties must be indicated with separate warranty and guaranty expiration dates.
  - vii) Cross-reference to warranty and guaranty certificates as applicable.
  - viii) Starting point and duration of warranty and guaranty period.
  - ix) Summary of maintenance procedures required to continue the warranty and guaranty in force.
  - x) Cross-reference to specific pertinent Operation and Maintenance manuals.
  - xi) Organization, names and phone numbers of persons to call for warranty and guaranty service.
  - xii) Typical response time and repair time expected for various warranted equipment.
- d. The Contractor's plans for attendance at the 4<sup>th</sup> and 9<sup>th</sup> month post-construction warranty and guaranty inspections conducted by the District.
- e. Procedure and status of tagging of all equipment covered by extended warranties and guaranties.
- f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and guaranty and/or safety reasons.

B. Pre-Warranty Conference

1. At least thirty calendar days prior to Contract Substantial Completion, and at a time designated by the District, meet with the District Representatives to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty and guaranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the District for the execution of the construction warranty and

guaranty will be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty and guaranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, be continuously available, and be responsive to District inquiry on warranty and guaranty work action and status.

2. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.
- C. Contractor's Response to Construction Warranty and Guaranty Service Requirements
1. Following oral or written notification by the District, respond to construction warranty and guaranty service requirements in accordance with the "Construction Warranty And Guaranty Service Priority List" and the three categories of priorities listed below. Submit a report on any warranty and guaranty item that has been repaired during the warranty and/or guaranty period. Include within the report the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty and/or guaranty within the timeframes specified, the District will perform the work and back-charge Contractor.
    - a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.
    - b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.
    - c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.
- D. Warranty and/or Guaranty Tags
1. At the time of installation, tag each warranted or guaranteed item with a durable, oil and water resistant tag approved by the District. Attach each tag with a copper wire and spray with a silicone waterproof coating. The date of Substantial Completion and the Contractor Authorized signature must remain blank until the date the District makes a determination of Substantial Completion. Show the following information on the tag:

**WARRANTY/GUARANTY INFORMATION**

- a. Type of product/material \_\_\_\_\_
- b. Model number \_\_\_\_\_
- c. Serial number \_\_\_\_\_
- d. Contract number \_\_\_\_\_
- e. Warranty/Guaranty period \_\_\_\_\_ (months) from \_\_\_\_\_ to \_\_\_\_\_
- f. Inspector's signature \_\_\_\_\_
- g. Construction Contractor \_\_\_\_\_  
    Address \_\_\_\_\_  
    Telephone number \_\_\_\_\_
- h. Warranty or Guaranty contact \_\_\_\_\_  
    Address \_\_\_\_\_  
    Telephone number \_\_\_\_\_
- i. Warranty or Guaranty response time priority code \_\_\_\_\_
- j. **WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL  
    MAINTENANCE DURING THE WARRANTY PERIOD.**

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01740**



## **SECTION 01770 - CONTRACT CLOSEOUT PROCEDURES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01290 – “Payment Procedures”
- C. Section 01310 – “Construction Scheduling”
- D. Section 01321 – “Photographic Documentation”
- E. Section 01330 – “Submittal Procedures”
- F. Section 01410 – “Regulatory Requirements”
- G. Section 01710 – “Cleaning Requirements”
- H. Section 01722 – “Execution Requirements”
- I. Section 01740 – “Warranties and Guaranties”
- J. Section 01780 – “Project Record Documents”
- K. Divisions 2 through 33 Sections for Contract Closeout Procedure requirements for the work in those Sections

#### **1.3 SUMMARY**

- A. This section specifies administrative and procedural requirements for Contract closeout.

#### **1.4 CONTRACT CLOSEOUT SUBMITTALS**

- A. Color prints of full size contractor Marked-up Contract Drawings
- B. Color prints of full size contractor marked-up Shop Drawings
- C. Professionally Drafted As-Built Record Drawings
- D. Dated marked-up copies of Conformed Specifications
- E. Marked-up Project Data submittals
- F. Record Samples
- G. Field records for variable and concealed conditions
- H. Project Record Documents (See Section 01780)
- I. Operating and maintenance manuals and data
- J. Warranties and bonds
- K. Warranty Management Plan
- L. Warranty Tags

- M. Spare Parts Data
- N. Service and maintenance contracts

#### **1.5 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES**

- A. Remove temporary materials, equipment, services, and construction prior to Initial Inspection, unless otherwise noted in other Contract Documents for a removal period subsequent to Initial Inspection but prior to Final Completion
- B. Comply with requirements of Section 01500, Temporary Facilities and Controls

#### **1.6 INITIAL PUNCH LIST AND INSPECTION**

- A. When Contractor considers Work to be Substantially Complete, submit written notice to District's Representative requesting an Initial Inspection and listing items remaining to be completed or corrected listed by room number and item number (hereinafter "Initial Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the list without waiting for District review of the Initial Punch List and inspection of the Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- B. In a separate section of the Initial Punch List, include all items which cannot be completed or verified prior to Functional Performance Testing of the entire Work in accordance with Specification Section 01810 General Commissioning and other technical Specifications.
  - 1. The Contractor shall provide the expertise, trades subcontractors, manufacturers' representatives, or others as required to work collaboratively with the District and its representatives to identify all remaining items of Work, including required testing and verification, which cannot be completed or verified prior to Functional Performance Testing of the entire Work in accordance with Specification Section 01810 General Commissioning.
  - 2. The Initial Punch List items identified to remain for subsequent completion shall not be significant enough to prevent beneficial occupancy and full use of the Work by the District.
- C. The Contractor shall not submit a notice requesting an Initial Inspection unless the Work is Substantially Complete.
- D. Should District's Representatives determine that Work is not Substantially Complete, the District will promptly notify Contractor in writing, listing Work that must be completed prior to Substantial Completion. Any inspection list that is submitted to the District that does not result in a District determination of Substantial Completion will not be considered an accepted Initial Punch List. If the Work is determined to not be Substantially Complete, Contractor shall complete all Work as directed prior to requesting an additional Initial Inspection by the District to determine Substantial Completion per this Specification Section.
- E. Upon receipt of the Contractor's Initial Punch List, and not before, the District, Architect, and Project Inspector will make an Initial Inspection to determine whether the Work, is Substantially Complete.
  - 1. All fire and life safety items, manufactured units, equipment and systems that require startup must have been started, run, tested, and operational for periods prescribed by the Contract Documents before a request for Initial Inspection is accepted by the District.
  - 2. All items not completed in accordance with the requirements of the Contract Documents whether identified by the Contractor, District, Architect, Project Inspector, and/or other

District Representatives as a result of the Initial Inspection shall be incorporated by the Contractor into a draft Pre-final Punch List which shall be submitted for District review and revision in accordance with Specification Section 01330, Submittal Procedures, prior to a determination by the District of Substantial Completion.

3. If additional Initial Inspections are required to review Initial Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse District for all costs associated with these inspections if additional service fees by District consultants are required. The costs of such District additional service fees will be deducted from the Contract Price by Change Order.
- F. District may enlist Consultants to assist with the above activities.

#### **1.7 SUBSTANTIAL COMPLETION**

- A. When District determines that the Work is Substantially Complete, District will issue a Certificate of Substantial Completion, accompanied by a Pre-Final Punch List of items to be completed or corrected as verified and/or appended by Architect and District.
- B. When the Work, is Substantially Complete, the District will file a Notice of Completion.
  1. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided in the Notice of Completion.
  2. The Notice of Completion shall be submitted to the Contractor for their written acceptance of responsibilities assigned to them in such Notice prior to District filing the Notice of Completion for purposes of initiating the release of Retention for the Work. The District shall withhold from Contractor payment the value of remaining Work, Work to be corrected, incomplete Work, and an amount identified for Pre-Final Punch List Work, and as otherwise identified in Public Contract Code.
- C. The Contractor shall complete the items listed in the Pre-Final Punch List within ten (10) working days of the Certificate of Substantial Completion, with the exception of the items that must remain incomplete pending final commissioning. The Contractor shall execute the Work such that the District can occupy the Work within seven (7) calendar days of the date of the Certificate of Substantial Completion.

#### **1.8 PRE-FINAL INSPECTION**

- A. When Contractor considers the items listed in the Pre-Final Punch List to be complete, with the exception of items which cannot be completed or verified prior to Functional Performance Testing of the entire Work in accordance with Specification Section 01810, General Commissioning, and other specification sections, the Contractor shall submit written notice to District's Representative requesting a Pre-Final Inspection.
- B. Upon receipt of the Contractor's request for Pre-Final Inspection, and not before, the District, Architect, Campus Representatives, and Project Inspector will inspect the Work to determine whether the Work identified on the Pre-Final Punch List is complete, with the exception of items which cannot be completed or verified prior to Functional Performance Testing of the entire Work in accordance with Specification Section 01810, General Commissioning and other specification sections.
- C. Prior to the Pre-Final Inspection, perform final cleaning of the Work, as specified in Section 01710.

1. Inspection Requirements.
  - a. Before calling for Pre-Final Inspection, Contractor shall determine that the following Work has been performed:
    - i) The Work has been completed.
    - ii) All life safety items are completed and in working order.
    - iii) All mechanical and electrical Work complete, fixtures in place, connected and ready for tryout and test.
    - iv) Electrical circuits scheduled in panels and disconnect switches labeled.
    - v) Painting and special finishes are complete.
    - vi) Doors complete with hardware, cleaned of protective film, are relieved of sticking or binding and in working order.
    - vii) Tops and bottoms of doors sealed.
    - viii) Floors waxed and polished as specified.
    - ix) Broken glass replaced and glass cleaned.
    - x) Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
    - xi) Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material have been replaced.
    - xii) Finishes and decorative work shall have marks, dirt and superfluous labels removed.
    - xiii) All other requirements per the Contract Documents.
  - b. Furnish a letter to District stating that a responsible representative of District [give name and position] has been instructed in working characteristics of mechanical and electrical systems and equipment. See Specification Section 01820, Demonstration and Training Procedures.
2. All items not completed in accordance with the requirements of the Contract Documents whether identified by the Contractor, District, Architect, , Project Inspector, and/or other District Representatives as a result of the Pre-Final Inspection, shall be incorporated by the Contractor into a draft Final Punch List which shall be submitted for District review and revision in accordance with Specification Section 01330, Submittal Procedures, prior to a determination by the District that the Contract is ready for administrative close-out.
3. If additional Pre-final Inspections are required to review the Pre-final Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse District for all costs associated with these inspections if additional services fees by District consultants are required. The costs of such District additional service fees will be deducted from the Contract Price by Change Order.

## **1.9 FINAL INSPECTION**

- A. When Contractor considers the items listed in the Final Punch List to be complete the Contractor shall submit written notice to District's Representative requesting a Final Inspection.

- B. Upon receipt of the Contractor's request for Final Inspection, and not before, the Contractor, District, Architect, and Project Inspector, shall meet to go over the Contract Documents to identify the administrative requirements for contract close-out.
  - 1. The District will prepare a list of requirements remaining for administrative close-out and shall provide the list to the Contractor.
  - 2. The Contractor shall complete all items on the administrative close-out list within thirty (30) days
- C. Subsequent to the meeting to identify administrative close-out requirements, District, Architect, Campus Representatives, and Project Inspector will inspect the Work to determine whether the Work identified on the Final Punch List is complete.
- D. If additional Final Inspections are required to review the Final Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse District for all costs associated with these inspections if additional services fees by District consultants are required. The costs of such District additional service fees will be deducted from the Contract Price by Change Order.
- E. When the Architect determines that all final punch list items have been completed, a final Project Inspection Report will be issued. Any open administrative close-out requirements will be identified and a value for withholding from Progress Payment or Final Payment will be assigned.
- F. The Project Inspector (IOR), the District Representative, and the Contractor shall, at all times, be together during all inspections. The Contractor shall give 24-hour notice to the District for such inspections.

#### **1.10 FINAL COMPLETION**

- A. Final Completion occurs when all Work meets all requirements of the Contract Documents. When Contractor considers all Work complete and all close-out requirements have been performed, submitted, and accepted, submit written certification to District that:
  - 1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Completion have been met.
  - 2. Except for Contractor maintenance and Deferred or Seasonal Testing, after Final Completion, all Work has been completed in accordance with Contract Documents and deficiencies listed with any Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Architect, Project Inspector (IOR), and District Representatives and are operative.
- B. Should District determine that the Work is incomplete or defective or that administrative requirements have not been completed:
  - 1. District's Representative will promptly so notify Contractor, in writing, listing the incomplete or defective items.
  - 2. Contractor shall promptly remedy all incomplete and/or defective Work and notify the District when it is ready for re-inspection. District's Representatives will then re-inspect the Work. If deficiencies previously noted are found not to be corrected, Contractor shall pay all District costs for the re-inspection.
  - 3. When District determines that all Work and requirements are complete under the Contract Documents, District will request Contractor to make a request for Final Payment.

**1.11 FINAL ADJUSTMENTS OF ACCOUNTS**

- A. Submit a final statement of accounting to District, showing all adjustments to the Contract Price. See also Section 01290 Payment Procedures, Final Payment, et al.
- B. If required, District shall prepare a final Change Order showing an adjustment to the Contract Price that was not included in previous Change Orders.

**1.12 FINAL CLEANING**

Contractor shall comply with all applicable requirements in Section 01710, Cleaning Requirements.

**1.13 PROJECT RECORD DOCUMENTS**

Contractor shall comply with all applicable requirements in Section 01780, Project Record Documents.

**1.14 PROJECT WARRANTY**

- A. Requirements for Contractor's Warranty of completed Work are included in the General Conditions and Section 01740, Warranties and Guaranties
- B. Recording of Final Completion, final certificate for payment, or partial or entire occupancy of the Work by District shall not constitute acceptance of Work not done in accordance with Contract Documents, and do not relieve the Contractor of liability in respect to express warranties, latent defects, or responsibility for faulty materials or workmanship.
- C. District may make repairs to defective Work as set forth in Contract General Conditions.
- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to District, District shall have right to operate and use materials or equipment until said materials and equipment can, without damage to District, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, subcontractors', and equipment suppliers' liability to District for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this state pertaining to acts of negligence.

**1.15 WARRANTIES**

- A. Execute Contractor's submittals and assemble warranty documents as described in Section 01330 Submittal Procedures and Section 01740 Warranties and Guaranties.

**1.16 RETURN OF DISTRICT KEYS, PARKING PERMITS AND IDENTIFICATION**

Contract Documents will not be closed out and final payment will not be made until all personnel identification media, vehicle permits, and keys issued to Contractor during prosecution of Work are returned to the District Representative.

**1.17 RELEASE OF CLAIMS**

- A. Contract Documents will not be closed out and final payment will not be made until Agreement and Release of Any and All Claims is completed and executed by Contractor and District.

**1.18 FIRE INSPECTION COORDINATION**

- A. Coordinate required fire inspection(s) with governing agencies having jurisdiction and provide sufficient notice to District to permit convenient scheduling (if applicable.)

**1.19 BUILDING INSPECTION COORDINATION**

- A. Coordinate with District, Architect, and Project Inspector final inspection for the purpose of obtaining any occupancy certificate (if applicable.)

**1.20 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store Project Record Documents and samples in the Contractor's field office apart from Contract Documents used for construction.
- B. Do not permit Project Record Documents to be used for construction purposes.
- C. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
- D. Make documents and samples available for weekly inspections by District, Architect, and Project Inspector.

**1.21 RECORD CONSTRUCTION SCHEDULE**

- A. Using the latest progress schedule required by Section 01330, submittal Procedures as a reference, submit a Record Baseline CPM Schedule showing the actual dates and duration of all construction activities.
- B. Sign and date the completed Record Baseline CPM Schedule and deliver to the District prior to Final Completion.

**1.22 PROJECT RECORD DRAWINGS**

- A. Comply with requirements of Section 01780, Project Record Documents.

**1.23 PROJECT RECORD SPECIFICATIONS**

- A. Comply with requirements of Section 01780 Project Record Documents.

**1.24 PRODUCT DATA**

- A. Comply with requirements of Section 01780, Project Record Documents.

**1.25 OPERATION TESTS**

- A. Conduct operational tests as required to demonstrate that all systems have been completed and are in compliance with all requirements.
- B. Furnish a written record of test results using recording type instruments where applicable and as directed.

**1.26 OPERATION AND MAINTENANCE MANUALS**

- A. Comply with requirements of Section 01780, Project Record Documents.

**1.27 MATERIALS, EQUIPMENT AND FINISHES MANUAL**

- A. Comply with requirements of Section 01780, Project Record Documents.

**1.28 SERVICE AND MAINTENANCE CONTRACTS**

- A. Compile, review, and submit specified service and maintenance contracts as specified for warranties and bonds.

**1.29 MISCELLANEOUS PROJECT RECORD SUBMITTALS**

- A. Refer to other specification sections for miscellaneous record keeping requirements and submittals. Immediately prior to Final Completion, complete miscellaneous records and place them in good order, properly identified and bound or filed, ready for District use and reference. Submit to the Architect for review and approval.
  - 1. Miscellaneous records include, but are not limited to the following:
    - a. Authorized measurements utilizing unit prices
    - b. Records of plant treatment
    - c. Certifications received in lieu of labels on bulk products
    - d. Batch mixing and bulk delivery records
    - e. Testing and qualification of tradespersons
    - f. Installation firm's qualification documents
    - g. Load and performance testing
    - h. Inspections and certifications by governing authorities
    - i. Leakage and water-penetration tests
    - j. Fire resistance and flame spread test results
    - k. Final inspection and correction procedures

**1.30 EXTRA MATERIALS**

- A. Where specified, provide extra materials in the quantities and manner specified.
- B. Delivery and certification of extra materials shall be prerequisite to Substantial Completion.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01770**



## **SECTION 01780 - PROJECT RECORD DOCUMENTS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01250 – “Contract Modification Procedures”
- C. Section 01310 – “Construction Scheduling”
- D. Section 01311 – “Project Management and Coordination”
- E. Section 01330 – “Submittal Procedures”
- F. Section 01740 – “Warranties and Guaranties”
- G. Section 01770 – “Contract Closeout Procedures”
- H. Section 01785 – “Operation and Maintenance Data”
- I. Divisions 2 through 33 Sections for Project Record Documents requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This section includes administrative and procedural requirements for Project Record Documents, including but not limited to the following:
  - 1. Record Drawings
  - 2. Record Specifications
  - 3. Record Product Data
  - 4. Record MEP & Structural coordination documents
- B. Project Record Documents requirements include, but are not limited to, the following:
  - 1. Marked-up copies of Drawings
  - 2. Marked-up copies of Shop Drawings
  - 3. Newly prepared Drawings
  - 4. Marked-up Product Data submittals
  - 5. Field records, such as photographs, for variable and concealed conditions
  - 6. Record information for Work that is only schematically shown
  - 7. Maintenance forms for equipment
- C. Other Project closeout requirements are included in Section 01770, Contract Closeout Procedures.
- D. Contractor shall maintain Documents and Samples as follows:

1. Contractor shall provide and store all required Project Record Documents and Samples in the Contractor field office apart from Contract Documents used for Construction. These materials shall be available at any time upon request by the District, Architect and Project Inspector.
  2. Project Record Documents shall not to be used for construction purposes.
  3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
- E. Contractor shall dedicate one complete full size set of the Contract Drawings and one complete Project Manual for use in recording as-built conditions.
- F. The Contractor shall update the Record Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.
- G. The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect.

#### **1.4 PROJECT RECORD DRAWINGS**

- A. Mark-up Procedure: During the construction period, maintain a complete, current set of Contract Drawings and Shop Drawings uploaded and updated within the BLUEBEAM program for Project Record Documents purposes. Label each document "AS-BUILT RECORD". Keep all record documents current.
- B. On completion of the Work and prior to Application for Final Payment, the Contractor will provide one complete set of AS-BUILT RECORD Drawings in AutoCAD (drawing) file format and one complete set in Adobe PDF file format.
- C. A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not conceal any Work until required record information has been recorded.
1. Contractor shall mark AS-BUILT Record Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to:
    - a. Dimensional changes to the Contract Drawings (horizontal and/or vertical)
    - b. Revisions or any modification to details shown on the Contract Drawings
    - c. Depths of various elements of foundations in relation to main floor level or survey datum.
    - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
    - e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
    - f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations and similar items
    - g. Final, actual numbering of each electrical circuit
    - h. Revisions to routing of piping and conduits
    - i. Revisions to electrical circuitry, including legends at electrical panels
    - j. Actual equipment locations
    - k. Duct size and routing

1. Changes made by Change Order, CCD, ASI, or any other directive
  - m. Details not on original Contract Drawings
  2. Contractor shall mark completely and accurately AS-BUILT Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
  3. Contractor shall mark AS-BUILT Record Drawing sets within BLUEBEAM with red markings; use other colors to distinguish between changes for different categories of the Work at the same location.
  4. Contractor shall mark important additional information that was either shown schematically or omitted from original Drawings.
  5. Contractor shall note Contractor Change Directive numbers; Bid Alternate numbers, if any, Change Order numbers, and similar identification.
  6. Contractor shall be responsible for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor or similar entity, is required to prepare the mark-up on AS-BUILT Record Drawings.
    - a. Accurately record information in an understandable and legible drawing technique.
    - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
    - c. The District, Architect, and Project Inspector will review all record documents each month prior to approval of Contractor's Application for Payment.
- D. Contractor shall prepare Record Drawings: Immediately prior to inspection for Certification of Substantial Completion of the Work, review completed marked-up AS-BUILT Record Drawings with District, Project Inspector and Architect to ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, professionally drafted in AutoCAD format, of as-built Contract Drawings and Shop Drawings.
1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and/or add details and notations where applicable. Identify and date each Drawing; include the printed designation "AS-BUILT RECORD DRAWING" and the date prepared in a prominent location on each Drawing.
  2. Distribution: Whether or not changes and additional information were recorded, organize the original marked-up set of drawings that were maintained during the construction period within BLUEBEAM into manageable sets. The sets should be labeled with all appropriate identification, including titles, dates and other information on cover sheets and submit to District.
- E. In addition to requirements of this Section, comply with supplemental requirements of other specification sections.
1. Section 01330, Submittal Procedures, requires the preparation of large scale, detailed layout drawings of the Work in Divisions 2 through 33. These layout drawings are not Shop Drawings as defined by Section 01330, but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate and integrate the work of the various Sections.
  2. Contractor shall include required layout drawings as part of the Project Record Documents.

## **1.5 PROJECT RECORD SPECIFICATION**

- A. Contractor shall, during the construction period, maintain one copy of the Project Specifications, including all addenda and all other modifications issued for Project Record Documents purposes.
- B. Contractor shall mark the Project Record specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and/or modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive Work, and information on concealed installation that would be difficult to identify, measure, and record later.
  - 1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the Record copy with the proprietary name and model number of the product furnished.
  - 2. Where a specification 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.
  - 3. Record the name of the manufacturer, catalog number, supplier and installer and other information necessary to provide an accurate record of selections made, and coordinate documentation with Project Record Data submittals and maintenance manuals.
  - 4. Note any related Project Record Product Data that was submitted in maintenance manuals instead of Product Data submittals.
  - 5. Upon completion of mark-up, submit Project Record Specifications to District for District's records.

## **1.6 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT AS-BUILT RECORD DOCUMENTS**

- A. Using a distinct Auto CAD layer, clearly indicate at each affected plan, detail, schedule, or other drawing as necessary, a full description of changes made during construction along with the actual location of specified items.
- B. "Cloud" all changes made using a distinct AutoCAD layer.
- C. Submit duplicate electronic files of all drawings in both Auto CAD and Adobe PDF Format.

## **1.7 PROJECT RECORD PRODUCT DATA**

- A. Contractor shall, during the construction period, maintain one copy of each Project Record Product Data submittal for "Project Record Document" purposes.
  - 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include any significant changes in the product as delivered and/or installed including any departures from the manufacturer's instructions and/or recommendations for installation.
  - 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
  - 4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District's records.

5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
  6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.
- B. Material, Equipment and Finish Data:
1. General: Provide one (1) preliminary review copy and two (2) final copies each of a "Materials, Equipment and Finishes Manual" listing all finish materials, equipment (not provided under Divisions 15 and 16), and finishes installed in the Work.
  2. Submit the preliminary manuals to the Architect a minimum of two (2) weeks prior to Substantial Completion. The preliminary copies must comply with all of the requirements, except the hardboard covers.
  3. Obtain approval of preliminary copies prior to producing final copies.
  4. Deliver final manuals to the Architect prior to final acceptance and final payment. Architect will deliver manuals to the District.
  5. Format of Manual: Provide bound manuals with printed covers and spines. Title "Materials, Equipment and Finishes Manual". Organize data sequentially by Specification Section number on type written 8-1/2 by 11 inch pages. Provide each copy with a typewritten index and tabbed dividers between each separate Section. Mark each tab to indicate contents.
  6. Contents of Manual: Manuals shall contain all information needed to identify, maintain, and replace/duplicate any finish materials, equipment, and finishes installed in the Work for this Project. Where materials and product information has been described and likewise indicated in the "Operation and Maintenance Manuals", cross referencing to where they can be found may be done in lieu of duplication of the information. The information provided shall include, but not be limited to, the following:
    - a. Manufacturer's names and model numbers or product name; supplier's and subcontractor's name, address and phone and fax numbers; and all other pertinent information that might be required for replacement ordering or duplication at a later date.
    - b. For custom-fabricated products that do not have model numbers or names, reference Project shop drawing submittal number and indicate "Fabricated per shop drawing submittal Number \_\_\_\_\_".
    - c. Proportions of mixes.
    - d. Color formula list for each paint color used.
    - e. For power operated equipment, include complete and legible wiring diagrams together with cuts of repair parts and part numbers listed and instructions relative to care, adjustment and operation of the equipment.
    - f. For moisture protection and weather exposed products, include complete manufacturer's data with instructions on inspection, maintenance and repair.
    - g. Where applicable, provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information regarding cleaning agents and methods that could prove detrimental to the product.

- C. Contractor shall arrange Project Record Product Data by Specification Section number, and provide names, addresses, fax numbers, emails addresses, and telephone number of Subcontractors and suppliers. Information to be provided includes:

1. Trade Names
2. Model or type numbers
3. Assembly diagrams
4. Operating instructions
5. Cleaning instructions
6. Maintenance instructions
7. Recommended spare parts
8. Product data

#### **1.8 MISCELLANEOUS PROJECT RECORD SUBMITTALS**

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals. Immediately prior to Substantial Completion of the Work, complete all miscellaneous records and place in good order, properly identified, and readied for use and reference. Submit to the District for District's records, in Adobe PDF format. Categories of miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures
18. Final As-Built Construction Schedule
19. Project Record Drawing Mark-ups
20. Other

#### **1.9 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS**

- A. Submit Installation, Operation, and Maintenance Manuals in accordance with this Section, Section 01330, Submittal Procedures and Section 01785, Operation and Maintenance Data.

#### **1.10 ELECTRONIC MEDIA FORMAT**

- A. Electronic Media Formats: Electronic media formats shall be Adobe PDF and AutoCAD.
  - 1. Adobe PDF files shall have chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Adobe PDF copy shall include all Project Record Drawings, updated Specification Manuals, tables, charts, drawings, codes and all other matters reflected in hard copies. Adobe PDF files shall be delivered on unique CD-ROMs containing Adobe PDF files of each completed project AS-BUILT Record Drawing and the complete Specifications Manual with all changes made during the Project.
  - 2. In addition to the Adobe PDF file copies, professionally drafted AutoCAD project AS-BUILT Record Drawing DWG files shall be delivered showing both design and as-built information. AutoCAD layouts shall be provided allowing for the reproduction of a complete set of plans as needed.

#### **1.11 DISTRICT'S RECOURSE**

- A. If Contractor is not able to provide Project Record Documents in specified formats, District has the right to complete the Work using other resources. Contractor agrees that any and all costs associated with District completion of this Work shall be deducted from the Contract Price by Change Order.

### **PART 2 – PRODUCTS (Not Used)**

### **PART 3 – EXECUTION**

#### **3.1 RECORDING**

- A. Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement.

#### **3.2 SUBMITTALS**

- A. At completion of Project, deliver all Project Record Documents to District, per Section 01330 (Submittal Procedures.)
- B. Accompany submittal with transmittal letter containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name and address
  - 4. Number and title of each Project Record Document
  - 5. Certification that each document as submitted is complete and accurate and signature of Contractor or Contractor's authorized representative.

**END OF SECTION 01780**

## **SECTION 01785 - OPERATION AND MAINTENANCE DATA**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01310 – “Construction Scheduling”
- C. Section 01311 – “Project Management and Coordination”
- D. Section 01330 – “Submittal Procedures”
- E. Section 01740 – “Warranties and Guaranties”
- F. Section 01770 – “Contract Closeout Procedures”
- G. Section 01780 – “Project Record Documents”
- H. Divisions 2 through 33 Sections for Operation and Maintenance Data requirements for the work in those Sections.

#### **1.3 SUMMARY**

- A. This section includes administrative and procedural requirements for Operation and Maintenance (O&M) data and documents.

#### **1.4 FORMAT**

- A. Contractor shall compile O&M manuals for all building equipment including mechanical, plumbing and electrical equipment, commissioned or not, in the following formats:
  - 1. Quantity: as specified in Section 01330, Submittal Procedures.
  - 2. Hard Media Format:
    - a. Size: 8 ½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
    - b. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard 3 hole-punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
    - c. Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
    - d. Binder titles: Include the following title on front and spine of binder:

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**  
**Campus Number and Name**  
**O&M Manual for: (insert equipment description(s) included)**



3. **Drawing Size:** Provide reduced size drawings or diagrams to fit in binder. Where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
  4. **Dividers:** Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tab sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.
- B. Submit O&M Data specifically applicable to this Contract and a complete and concise depiction of the provided equipment, product, or system, stressing and enhancing the importance of system interactions, troubleshooting, and long-term preventative maintenance and operation. The subcontractors shall compile and prepare data and deliver to the Contractor prior to the training of District personnel. The Contractor shall compile and prepare aggregate O&M data including clarifying and updating the original sequences of operation to as-built conditions. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section 01330 SUBMITTAL PROCEDURES.
1. **Package Quality.** Documents must be fully legible. Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.
  2. **Package Content.** Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." Comply with the data package requirements specified in the individual technical sections, including the content of the packages and addressing each product, component, and system designated for data package submission.
  3. **Changes to Submittals.** Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data. Changes, additions, or revisions required by the Architect or District Project Manager for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.
  4. **Review and Approval.** The District's Commissioning Authority (CA) shall review the commissioned systems and equipment submittals for completeness and applicability. The CA shall verify that the systems and equipment provided meet the requirements of the Contract documents and design intent, particularly as they relate to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts. The CA shall communicate deficiencies to the District and Architect. Upon a successful review of the corrections, the CA shall recommend approval and acceptance of these O&M manuals to the District and Architect. This work shall be in addition to the normal review procedures for O&M data.

## **1.5 ELECTRONIC MEDIA FORMAT**

- A. **Electronic Media Format:** Electronic media format shall be Adobe PDF, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique Thumb Drive.

## **1.6 SYSTEMS COVERED**

- A. The Contractor shall supply the required information for all systems identified in the technical specification sections and in this section. A separate manual or chapter shall be provided for each applicable system as follows:
1. Chillers
  2. Cooling Towers
  3. Boilers
  4. Pumps
  5. Air Handling Units (include sequence of operation, one line diagram and area served in a plastic pouch for mounting on equipment or in equipment room)
  6. Exhaust fans
  7. Supply Air Fans (excluding Air Handling Units)
  8. Plumbing and drainage Systems/Equipment
  9. Emergency Generator Systems
  10. UPS
  11. Fire Protection Systems
  12. Fire Alarm System
  13. Valves and Pipe Specialties (include valve identification chart)
  14. Variable Frequency Drives (VFD)
  15. Smoke Control Systems
  16. Water Treatment Systems
  17. Elevator Systems
  18. Lighting Systems and Controls (interior, exterior and airfield)
  19. Switchgear, Transformers, Panel boards, Motor Control Centers and Motor Starters
  20. Lighting Protection and Surge Suppression Systems
  21. Public Address, Closed Circuit TV, Communication and Telephone Systems
  22. Security System
  23. Building Management/Temperature Control System (BMS)
  24. Fuel System
  25. Doors and Hardware
  26. Power monitoring systems
  27. HVAC, Testing Adjusting and Balancing.

## **1.7 COMPUTER PROGRAMS**

- A. When any equipment requires operation by computer programs, submit copy of original program on CD, with a hard-copy and an electronic copy (Adobe PDF format) of all user manuals and guides for operating the programs. Program shall be Windows XP compatible. Provide required licenses to District at no additional cost.

## **1.8 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES**

- A. Title Page, which shall be duplicate of front binder title
- B. Table of Contents with section numbers
- C. Equipment Sections and Sub Sections
  - 1. The first page behind the equipment tab shall be the Contractor 's name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
  - 2. Submittal and Product Data: This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
  - 3. O & M and installation instructions that were shipped with the unit.
  - 4. Model number, serial number and nameplate data for each piece of equipment and any subcomponent.
  - 5. Safety Precautions. List personnel hazards and equipment or product safety precautions for all operating conditions.
  - 6. Operating Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:
    - a. Include specific instructions, procedures, and illustrations for the following phases of operation for the installed model and features of each system:
      - i) Operator Prestart and Startup Procedures. Include step-by-step procedures, including a pre-start checklist if applicable, required to install, set up, prepare, and startup each system for use.
      - ii) Startup, Shutdown, and Post-Shutdown Procedures. Provide narrative description for Startup, Shutdown and Post-shutdown operating procedures including the control sequence for each procedure.
      - iii) Sequence of operations, with detailed instruction in proper sequence, for each mode of operation (i.e. day-night; staging of equipment.)
      - iv) Normal Operations. Provide narrative description of Normal Operating Procedures. Include Control Diagrams with data to explain operation and control of systems and specific equipment.
      - v) Emergency Operations. Include Emergency Procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include Emergency Shutdown Instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance and procedures for emergency operation of all utility systems including required valve positions, valve locations and zones or portions of systems controlled. If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure of malfunctioning of components, or other unusual condition.

- vi) Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.
    - vii) Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.
  - b. Operator Service Requirements. Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and recording gage readings.
  - c. Environmental Conditions. Include a list of Environmental Conditions (temperature, humidity, and other relevant data) that are best suited for the operation of each product, component or system. Describe conditions under which the item equipment should not be allowed to run.
- D. Preventive Maintenance. Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibrations, provide manufacturer's specified frequency and procedures for each separate operation. Include potential environmental and indoor air quality impacts of recommended maintenance procedures and materials.
  - 1. Produce a schedule for preventive maintenance in a printed format and an electronic format compatible with District's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.
  - 2. Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.
  - 3. Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.
  - 4. Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.
  - 5. Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.
  - 6. Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: Malfunction, Probable Cause and Recommended Action.
  - 7. Repair and replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.
  - 8. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
  - 9. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

10. Lubrication Data. Include preventative maintenance lubrication data, in addition to instructions for lubrication provided under paragraph titled "Operator Service Requirements":
  - a. A table showing recommended lubricants for specific temperature ranges and applications.
  - b. Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities.
  - c. A Lubrication Schedule showing service interval frequency.
- E. Corrective Maintenance (Repair). Include manufacturer's recommended procedures and instructions for correcting problems and making repairs for the installed model and features of each system. Include potential environmental and indoor air quality impacts of recommended maintenance procedures and materials.
  1. Troubleshooting Guides and Diagnostic Techniques. Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.
  2. Wiring Diagrams and Control Diagrams. Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation configuration and numbering.
  3. Maintenance and Repair Procedures. Include instructions and a list of tools required to repair or restore the product or equipment to proper condition or operating standards.
  4. Removal and Replacement Instructions. Include step-by-step procedures and a list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.
  5. Spare Parts and Supply Lists. Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. List spare parts and supplies that have a long lead-time to obtain.
- F. Appendices. Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:
  1. Specifications. Copy and insert the record Project Specification section in the manual.
  2. Product Submittal Data. Provide a copy of all SD-03 Product Data submittals required in the applicable technical sections.
  3. Manufacturer's Instructions. Provide a copy of all Manufacturers' Instructions submittals required in the applicable technical sections.
  4. O&M Submittal Data. Provide a copy of all Operation and Maintenance Data submittals required in the applicable technical sections.

5. **Parts Identification.** Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number that will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies in accordance with the manufacturer's standard practice. Parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as typically shown in a master parts catalog.
6. **Warranty Information.** List and explain the various warranties and clearly identify the servicing and technical precautions prescribed by the manufacturers or contract documents in order to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.
7. **Personnel Training Requirements.** Provide information available from the manufacturers that are needed for use in training designated personnel to properly operate and maintain the equipment and systems.
8. **Testing Equipment and Special Tool Information.** Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.
9. **Testing and Performance Data.** Include completed pre-functional checklists, functional performance test forms, and monitoring reports. Include recommended schedule for retesting and blank test forms.
10. **Contractor Information.** Provide a list that includes the name, address, and telephone number of the Contractor and each Subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization that can provide replacements most convenient to the project site. Provide the name, address, and telephone number of the product, equipment, and system manufacturers.

## **1.9 TYPES OF INFORMATION REQUIRED IN CONTROLS O&M DATA PACKAGES**

- A. Include all requirements found in the technical specifications, items in the Schedule of O&M Data Packages, and the following for control systems:
  1. Narrative description on how to perform and apply all functions, features, modes, and other operations, including unoccupied operation, seasonal changeover, manual operation, and alarms. Include detailed technical manual for programming and customizing control loops and algorithms.
  2. Full as-built sequence of operations
  3. Copies of all checkout tests and calibrations performed by the Contractor (not Cx tests).
  4. Full points list. A listing of rooms shall be provided with the following information for each room:
    - a. Floor
    - b. Room number

- c. Room name
  - d. Air handler unit ID
  - e. Reference drawing number
  - f. Air terminal unit tag ID
  - g. Heating and/or cooling valve tag ID
  - h. Minimum cfm
  - i. Maximum cfm
5. Full print out of all schedules and set points after testing and acceptance of the system.]
  6. Full as-built print out of software program.]
  7. Electronic copy on disk or CD of the entire program for this facility.]
  8. Marking of all system sensors and thermostats on the as-built floor plan and mechanical drawings with their control system designations.

**1.10 SUPPLEMENTAL DATA**

- A. Contractor shall prepare written text and/or special drawings to provide necessary information when manufacturer's standard printed data is not available and/or additional information is necessary for a proper understanding and operation and maintenance of equipment or systems, or when it is necessary to supplement data included in the manual or Project documents.

**1.11 SCHEDULE OF INFORMATION FOR OPERATION AND MAINTENANCE DATA PACKAGES**

- A. Supply all of the following, when and where applicable, for each O&M data package:
  1. Safety precautions
  2. Operator prestart
  3. Startup, shutdown, and post-shutdown procedures
  4. Normal operations
  5. Emergency operations
  6. Operator service requirements
  7. Environmental conditions
  8. Lubrication data
  9. Preventive maintenance plan and schedule
  10. Cleaning recommendations
  11. Troubleshooting guides and diagnostic techniques
  12. Wiring diagrams and control diagrams
  13. Maintenance and repair procedures
  14. Removal and replacement instructions
  15. Spare parts and supply list
  16. Special tools required to service or maintain the equipment
  17. Corrective maintenance man-hours

18. Product submittal data
19. O&M submittal data
20. Parts identification
21. Warranty information
22. Personnel training requirements
23. Testing equipment and special tool information
24. Testing and performance data
25. Installing Subcontractor information

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01785**



## **SECTION 01820 - DEMONSTRATION AND TRAINING PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

#### **1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**

- A. Section 01010 – “Summary of Work”
- B. Section 01770 – “Contract Closeout Procedure”
- C. Division 2 through 33 Sections for Demonstration and Training requirements for the work in those Sections

#### **1.3 SUMMARY**

- A. This Section includes administrative and procedural requirements for instructing District’s personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment
  - 2. Training in operation and maintenance of systems, subsystems, and equipment
  - 3. Demonstration and training videos

#### **1.4 SUBMITTALS**

- A. Instruction Program: Contractor shall submit 5 copies of the instructional program outline for all required demonstration and training to District for approval. Outlines shall include:
  - 1. Schedule of proposed meeting dates and times
  - 2. Description of topics to be covered and learning objectives
  - 3. Length of instruction time
  - 4. Instructor’s names and qualification information for each training module
- B. At completion of training, provide two complete training manuals for the District’s use.
  - 1. Training Manual shall comply with Section 01780 (Project Record Documents.)
- C. Attendance Record: For each training module, provide list of participants and length of instruction time.
- D. Demonstration and Training (DVD) Videos: Submit 2 digital copies to District within 5 days of completion of each training module.
  - 1. Identification: On each CD/DVD copy Contractor shall, provide an applied label with the following information:
    - a. Project Name
    - b. Project Number
    - c. Contract Number

- d. Name of Contractor with address, and telephone number
- e. Date video was recorded
- f. Topic(s) covered

## **1.5 QUALITY ASSURANCE**

- A. Instructor Qualifications: A factory-authorized service representative or District approved equivalent, complying with requirements in Section 01400 (Quality Control Requirements,) and experienced in operation and maintenance procedures and training for Project specific systems and equipment.
- B. Contractor shall coordinate instruction schedule and verify availability of educational materials, instructor's personnel, audiovisual equipment, and facilities needed to avoid delays.
- C. For instruction that must occur outdoors, review weather forecast and provide alternatives if conditions are unfavorable.

## **1.6 COORDINATION**

- A. Contractor shall coordinate instruction schedule with the District Project. Adjust schedule as required to ensure proper attendance and to minimize disrupting Campus operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.
- C. Provide written notice (15) working days in advance to District with a copy to the Architect prior to any scheduling instruction sessions. District shall furnish Contractor with names and positions of intended participants.
- D. Contractor shall provide and coordinate schedule of all required training with Project Phases. Coordinate with the District

## **PART 2 - PRODUCT**

### **2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Contractor shall develop and provide instruction program that includes group training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows **(If Applicable)**:
  - 1. Motorized doors including, but not limited to, the following:
    - a. Overhead coiling doors
    - b. Overhead coiling grilles
    - c. Automatic entrance doors
  - 2. Equipment including, but not limited to, the following:
    - a. Projection screens
    - b. Loading dock equipment
    - c. Waste compactors

- d. All Food-service equipment and appliances, including coolers and refrigerators
- e. Exhaust hoods and controls
- 3. Fire-protection systems including, but not limited to, the following:
  - a. Fire alarm
  - b. Fire pumps
  - c. Fire-extinguishing systems
  - d. Fire sprinkler system
- 4. Intrusion detection systems
- 5. Conveying systems including, but not limited to, the following:
  - a. Elevators
  - b. Wheelchair lifts
- 6. Heat generation including, but not limited to, the following:
  - a. Boilers
  - b. Pumps
  - c. Steam distribution piping
  - d. Water distribution piping
- 7. Refrigeration systems including, but not limited to, the following:
  - a. Chillers
  - b. Cooling towers
  - c. Condensers
  - d. Pumps
  - e. Distribution piping
- 8. HVAC systems including, but not limited to, the following:
  - a. Air-handling equipment
  - b. Air distribution systems
  - c. Terminal equipment and devices
    - i) Chilled beams
    - ii) Radiant floor systems
- 9. HVAC instrumentation and controls, including BAS. See Section 15950.
- 10. Electrical service and distribution including, but not limited to, the following:
  - a. Transformers
  - b. Switchboards
  - c. Panelboards
  - d. Uninterruptible power supplies
  - e. Motor controls
- 11. Lighting Fixture equipment and controls
- 12. Communication systems including, but not limited to the following:

- a. Intercommunication
  - b. Surveillance
  - c. Voice and data equipment
  - d. Other as required elsewhere in the Contract Documents
- B. Training Modules: Contractor shall develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
  - 1. Review basis of system design
  - 2. Operational requirements and criteria, including:
    - a. System, subsystem, and equipment descriptions
    - b. Operating standards
    - c. Regulatory requirements
    - d. Operating characteristics
    - e. Limiting conditions
    - f. Performance curves
  - 3. Detailed review of documentation, including:
    - a. Emergency manuals and procedures
    - b. Operations manuals and procedures
    - c. Maintenance manuals and procedures
    - d. Identification systems
    - e. Warranties and Guarantees
    - f. Maintenance service agreements and similar continuing commitments
    - g. Normal shutdown instructions
    - h. Required sequences for electric or electronic systems
    - i. Special operating instructions and procedures
    - j. Troubleshooting and diagnostics
    - k. Test and inspection procedures

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up as required at instructional location.

#### **3.2 DEMONSTRATION AND TRAINING VIDEOTAPES**

- A. Record each demonstration and training session separately using digital video. Include classroom instructions, demonstrations, board diagrams, and other visual aids.
- B. Video Format: Provide high-quality color digital video.

- C. Fix camera before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Describe scenes on video using audio narration while video is recorded.

**END OF SECTION 01820**