

# **PROJECT MANUAL**

FOR

RIPON HIGH SCHOOL  
BLEACHER & PRESS BOX REPLACEMENT

## **OWNER**

RIPON UNIFIED SCHOOL DISTRICT  
301 NORTH ACACIA AVENUE  
RIPON, CA 95366

## **ARCHITECT**

WLC ARCHITECTS, INC.  
1110 IRON POINT ROAD, SUITE 200  
FOLSOM, CA 95630  
(916) 355-9922

PROJECT 1613100  
JULY 2017



PROJECT MANUAL  
FOR  
RIPON HIGH SCHOOL BLEACHER AND PRESS BOX REPLACEMENT

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*Max I. Medina*

MAX I. MEDINA

C24882

ARCHITECT

WLC Architects, Inc.  
1110 Iron Point Road, Suite 200  
Folsom, CA 95630  
Phone: (916) 355-992  
Fax: (916) 355-9950

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DIVISION OF THE STATE ARCHITECT  
APPROVALS

\_\_\_\_\_  
Structural Safety

\_\_\_\_\_  
Fire and Life Safety

\_\_\_\_\_  
Access Compliance

**FILE : 39-46**

IDENTIFICATION STAMP		
DIV. OF THE STATE ARCHITECT		
OFFICE OF REGULATION SERVICES		
APPL <b>02-115486</b>		
AC <i>4</i>	FLS <i>9/2</i>	SS _____
DATE _____		

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301 NORTH ACACIA AVENUE  
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(916) 355-9922

\_\_\_\_\_  
Gaylord R. Ransom S2386  
STRUCTURAL ENGINEER  
Brooks Ransom and Associates  
7415 North Palm Avenue, Suite 100  
Fresno, CA 93711  
Phone: (559) 449-8444  
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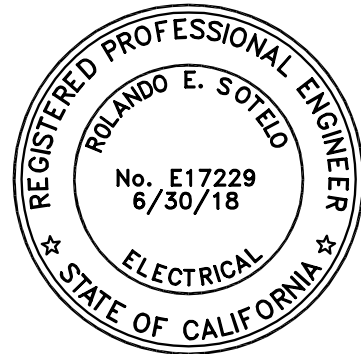


"GRANDSTANDS ONLY"

*Rolando Sotelo*

\_\_\_\_\_  
Rolando E. Sotelo E17229  
ELECTRICAL ENGINEER  
A & F Engineering Group, Inc.  
9320 Baseline Road, Suite C  
Alta Loma, CA 91701-5829  
Phone: (909) 941-3008  
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**DOCUMENT 00101**

**NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the Ripon Unified School District of San Joaquin County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 2:00 pm of the 14<sup>th</sup> day of November, 2017, sealed bids for the award of a contract for the construction of:

**RIPON HIGH SCHOOL  
BLEACHER & PRESS BOX REPLACEMENT  
301 North Acacia Avenue, Ripon, CA 95366**

All bids shall be made on a bid form furnished by the District.

Bids will be received at the District Office at 304 N. Acacia Avenue, Ripon, CA 95366 on or before the time and date stated above. Bids will remain sealed until the time and date stated below.

Bids will be publicly opened and read aloud at 2:30 PM of the 14<sup>th</sup> day of November, 2017 at the Ripon Unified School District Office Conference Room.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents. Copies are on file and open for public inspection at the District Office.

Prospective general contract bidders may secure up to one set of said documents from the Office of WLC Architects, Inc., 1110 Iron Point Road, Suite 200, Folsom, CA 95630, (916) 355-9922 at no cost to bidder.

Prospective subcontract bidders may secure one set of said documents from the office of WLC Architects, Inc., 1110 Iron Point Road, Suite 200, Folsom, CA 95630, (916) 355-9922.

For information regarding this project, prospective bidders are requested to contact Jefferson Yu, Project Manager at WLC Architects, Inc.

Attention is directed to the requirements of the Instructions to Bidders regarding goals for Disabled Veteran Business Enterprise (DVBE) participation on this project. This project has a goal of 3 percent Disabled Veteran Business Enterprise (DVBE) participation.

Each bid shall be accompanied by the bid security, list of Designated Subcontractors, Site Visitation Certification, Employment Certification, Iran Contracting Act Certification, and Noncollusion Affidavit required by the Instructions to Bidders.

In accordance with Labor Code Section 1771.3, the Department of Industrial Relations through their Compliance Monitoring Unit (CMU) will initiate and enforce compliance with applicable prevailing wage requirements of this project.

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract. Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular craft, classification or type of work employed on the project.

Copies of schedules of rates so determined are available to any interested party upon request. Copies of these determinations are also available on the internet at <http://www.dir.ca.gov/dlsr/pwd/>.

In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time and one-half.

The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

The successful contractor and all of its subcontractors for the project will be required to attend a mandatory Pre Construction Conference before commencing work. During the Pre Construction Conference, the Department of Industrial Relations and their Compliance Monitoring Unit (CMU) will discuss the state labor law requirements applicable to this project. The contractor and all subcontractors will be required to certify that they acknowledge and understand all of the state labor law requirements for this project by submitting the signed document required by Title 8, California Code of Regulations, Article 16421. The successful contractor or any of its designated subcontractors shall not perform any work on the project prior to attending the Pre Construction Conference and executing the appropriate certification.

A payment bond and performance bond will be required prior to the execution of the contract. The payment bond and performance bond shall be in the form and amount set forth in the Contract Documents.

A payment bond and performance bond will be required of the General Contractor prior to the execution of the contract. In addition, a performance bond will be required of all subcontractors providing goods and services in excess of \$15,000.00. These bonds shall be in the form and amount set forth in the Contract Documents.

In accordance with provisions of Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the contractor.

Each bidder shall possess at the time of bid a Class A Contractor's license, pursuant to Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful bidder must maintain the license throughout the duration of this contract.

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening thereof.

The District reserves the right to reject any and all bids and to waive irregularities in any bid.

A mandatory pre-bid conference has been scheduled for 2:00 pm on the 6th day of November 2017 at the project site. All interested bidders are invited. Representatives of the District and Architect/Engineer will be in attendance. For further information regarding the pre-bid conference refer to the Instructions to Bidders.

For further information consult the Instructions to Bidders and the Contract Documents.

First publication	:	<u>October 26, 2017</u>	<u>Siegrid Robeson</u>
Second publication	:	<u>November 2, 2017</u>	<u>Superintendent</u>
Bid Date	:	<u>November 14, 2017</u>	<u>Ripon Unified School District</u>

END OF DOCUMENT

## DOCUMENT 00200

### INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID FORM: The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in and be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted.  
  
It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. BID SECURITY: Each bid shall be accompanied by a certified or cashier's check payable to the District, or a satisfactory bid bond in favor of the District executed by the bidder as principal and an admitted surety insurer, pursuant to Code of Civil Procedure, Section 995.120, in an amount not less than 10 of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the District's intent to award the contract to the bidder. The bond or bonds must be issued by a company or individual possessing a Certificate of Authority to transact surety insurance in California issued by the California State Department of Insurance. Surety must be a California admitted surety who is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if all of the submittal requirements of Section 995.660 of the California Code of Civil Procedures are satisfied.
3. NON-COLLUSION AFFIDAVIT: Pursuant to Public Contract Code Section 7106 and Code of Civil Procedure 2015.50, each bid shall be accompanied by a Non-Collusion Affidavit. The form for this purpose is included in the Contract Documents under provisions of Document 00453.
4. SIGNATURE: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
5. MODIFICATIONS: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.
6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.
7. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Each bidder shall certify compliance with this requirement and shall submit such certification with his bid. The form of such certification is included as part of the Contract Documents under provisions of Document 00458. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.



8. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
9. AGREEMENT AND BONDS: The Agreement Form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is five. Payment and performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure Section 995.120. Surety must be a California admitted surety who is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if all of the submittal requirements of Section 995.660 of the California Code of Civil Procedures are satisfied.
10. INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he shall submit to the Architect a written request for an interpretation or correction thereof. Such request for interpretation or correction shall be received by the Architect not less than 10 days prior to the date established for the receipt of bid. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. Each bidder shall ascertain prior to submitting a Bid that the bidder has received all Addenda issued, and the bidder shall acknowledge their receipt on the Bid Form. Failure to do so may subject bidder to disqualification. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation. In case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality and greater quantity of work shall be included in the bid.
11. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal.
12. AWARD OF CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. Notwithstanding the provisions of Public Contract Code Section 6107 regarding reciprocal preference against nonresident contractors, the award of the contract, if made by the District, will be to the lowest responsible bidder therefore on the base bid, or on the base bid and any alternate bids or combinations of alternates.
13. CALIFORNIA COMPANY; RECIPROCAL PREFERENCE AGAINST NONRESIDENT CONTRACTORS: The District, pursuant to Public Contract Code Section 6107, shall grant a California company a reciprocal preference as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts. The amount of the reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the resident contractor is eligible for a California small business preference, in which case the preference applied shall be the greater of the two, but not both. If the contractor submitting the lowest responsive bid is not a California company and has his or her principal place of business in any state that gives or requires the giving of a preference on its public entity construction contracts to contractors from that state, and if a California company has also submitted a responsive bid, and, with the benefit of the reciprocal preference, the California company's bid is equal to or less than the original lowest responsive bid, the District shall award the contract to the California company at its submitted bid price.

The bidder shall certify on the bid form, in the spaces provided, as to whether the bidder is a California company and if not, the preference afforded by the resident state of the bidder for contractors from that state on its public construction contracts.

14. ALTERNATES: All requested alternates shall be bid. If no change in the base bid is required, enter the term "No Change". Refer to the Contract Documents, Section 01200. If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates. The selection of alternate bids will be made in good faith in a manner that does not manipulate the bids or discriminate between bidders.
15. ALLOWANCES: If allowances are called for all allowance amounts shall be included in the base bid amount. Refer to the Contract Documents, Section 01200.
16. SUBSTITUTIONS: The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality. Architect may consider requests for substitutions of specified equipment, materials, or products and then only when requests are submitted in accordance with the provisions of the Contract Documents, Section 01630, and are received by Architect a minimum of 21 days prior to the date established for the receipt of the bid. No substitutions will be considered after the date of the receipt of the bid or contract award unless there is cause for a substitution which complies in every respect to the provisions of the Contract Documents, Section 01630.
17. EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.
18. LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act. (Public Contract Code Section 4100 and following). Forms for this purpose are furnished with the contract documents under provisions of Document 00437. In addition to the required listing of subcontractors, each bidder who is under consideration for the award of the contract shall submit to the District, upon request, within 24 hours of the receipt of the bid, any additional information as the District may determine is necessary for each subcontractor that the bidder has listed under the provisions of Document 00437, to demonstrate satisfactory evidence of the subcontractor's qualifications and experience.
19. WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the contract documents under provisions of Document 00623.
20. DRUG-FREE WORKPLACE: Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace. Contractor shall sign and file with District prior to performing work under this contract a certificate agreeing to fulfill the terms and conditions of Government Code Section 8355. The form of such certificate is included as part of the contract documents under provisions of Document 00624.
21. EMPLOYMENT OF UNDOCUMENTED ALIENS: Pursuant to Public Contract Code Section 6101, no bidder shall be eligible to bid for or be awarded a contract by the District when the bidder has, from a date of five (5) years preceding the date established for receipt of bids, been convicted of violating a state or federal law respecting the employment of undocumented aliens. Each bidder shall certify compliance with this requirement and shall submit such certification with his bid. The form of such certification is included as part of the Contract Documents under provisions of Document 00459.

22. CONTRACT PROCEDURE: The contract documents contemplate the following procedure following receipt of bid:
- a. If the District determines that it intends to award a contract to one of the bidders, it will give the successful bidder Notice of Intent to Award Contract. The District will be bound to enter into the Agreement if the Contractor does all the acts described in subparagraph b below.
  - b. Following such notice, the successful bidder shall post the Performance and Payment Bonds, return executed copies of the Agreements, and commence work.
23. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the District, will be held for thirty (30) days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
24. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement within five (5) calendar days from the date of receiving said Notice of Intent to Award Contract, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsible bidder, or may call for new bids.
25. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.
26. CERTIFICATION OF EMPLOYEE STATUS: The Agreement for the proposed contract is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice through the local public law enforcement agency where an employee may come into contact with students at any District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively. Contractor shall certify to the District that none of its employees who may come in contact with students have been convicted of a felony and shall provide a list to the District of all employees who may come in contact with students. Bidders are advised to consult the Contract Documents, Document 00626 - Certification of Employee Status and Document 00800 Supplementary General Conditions for additional information.
27. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS: Attention is directed to the 3 percent goal for Disabled Veteran Business Enterprise (DVBE) participation on this project. Bidders are directed to review the requirements of Document 00629 for explanatory commentary regarding DVBE participation.
28. IRAN CONTRACTING ACT CERTIFICATION: Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code Section 2200 et seq. as provided in the Contract Documents. Forms for this purpose are furnished with the Contract Documents under the provisions of Document 00455.
29. DEPARTMENT OF INDUSTRIAL RELATIONS: As a condition of bidding and in accordance with the provisions of Section 1725.5 of the California Labor Code, prospective general contract bidders and all subcontractors are required to be registered with the Department of Industrial Relations.

30. PRE-BID CONFERENCE: A mandatory pre-bid conference is scheduled for this project. The location and starting time for the conference shall be as stated in the Notice Inviting Bids, Document 00101. Reasonable consideration will be made for late arrivals. As a condition of bidding, prospective bidders must attend the pre-bid conference. Bids received from bidders who did not attend the pre-bid conference will not be considered. Attendance at the pre-bid conference will be evidenced by the bidders signature on the pre-bid conference registry. The Site Visit Certification required by Document 00458 will not serve as a replacement for the attendance of the bidder at the pre-construction conference. General contract and major subcontract bidders and suppliers are invited to attend. Representatives of the Owner and Architect/Engineer will be in attendance. An attendance list of this pre-bid conference will be circulated to known bidders. Items discussed during the pre-bid conference are not contractual. Information relevant to a modification, change, addition, or deletion of the Contract Documents will be issued by an Addendum.

END OF DOCUMENT

**DOCUMENT 00410**

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO \_\_\_\_\_

BID FORM FOR

RIPON HIGH SCHOOL BLEACHER & PRESS BOX REPLACEMENT  
RIPON UNIFIED SCHOOL DISTRICT

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**DOCUMENT 00410**

**BID FORM**

TO: Ripon Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the construction of bleacher, press box & related sitework in District described Notice Inviting Bids above, all in strict conformance with the drawings and other contract documents on file at Business Office of said District for amounts set forth herein.

2. **ADDENDA**

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO.	_____	DATE RECEIVED	_____
ADDENDUM NO.	_____	DATE RECEIVED	_____
ADDENDUM NO.	_____	DATE RECEIVED	_____
ADDENDUM NO.	_____	DATE RECEIVED	_____

3. **BASE BID**

TOTAL CASH PURCHASE PRICE IN WORDS \_\_\_\_\_

\_\_\_\_\_ DOLLARS

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

4. **TIME FOR COMPLETION:** All work under this Contract shall be completed within a period of one hundred twenty (120) consecutive calendar days commencing on or before the date stated in the District's Notice to Proceed. Bidder acknowledges liability for liquidated damages if the work is not completed within the time period stated. Liquidated damages shall be in an amount stipulated in the Agreement.
5. It is understood that the District reserves the right to reject this bid and that the Bid shall remain open to acceptance and is irrevocable for a period of thirty (30) days.
6. The required bid security is attached hereto.
7. The required list of designated subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$15,000 must be bonded.
8. The required Noncollusion Affidavit is attached hereto.
9. The required Iran Contracting Act Certification is attached hereto.
10. The required Site Visit Certification is attached hereto.
11. The required Employment Certification is attached hereto.

12. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond as specified, all within five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.
13. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
14. The names of all persons interested in the foregoing proposal as principals are as follows:

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(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

15. The undersigned bidder declares that he or she is licensed in accordance with the act providing for registration of contractors and the documentation of this licensure is as follows:

Bidder's license number is: \_\_\_\_\_ Classification \_\_\_\_\_

License expiration date is: 20 \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

16. The undersigned bidder declares that he or she:

☐ is a resident California company

☐ is not a resident California company

Resident California status to be as stipulated in Section 6107 of the California Public Contract Code.

If the undersigned bidder is not a resident California company, he or she further declares that the bidder's resident state of \_\_\_\_\_.

☐ does give preference in the form of \_\_\_\_\_ for contractors from that state on its public entity construction contract.

☐ does not give preference for contractors from that state on its public entity construction contract.

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

17. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Bidder's bid deposit or bond forfeited as damages.
18. Pursuant to the provisions of Section 1725.5 of the California Labor Code, the undersigned bidder declares that he or she and all subcontractors listed on Document 00 43 36 - Designation of Subcontractors are registered with the Department of Industrial Relations.



19. Pursuant to Section 4552 of the Government code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

	_____	NAME
	_____	ADDRESS
Date: _____	_____	PROPER NAME OF BIDDER
By: _____	_____	SIGNATURE OF BIDDER

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

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

City & State : \_\_\_\_\_

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

END OF DOCUMENT

**DOCUMENT 00433**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at \_\_\_\_\_, are held and firmly bound unto the Ripon Unified School District, hereinafter called the District, in the penal sum of TEN PERCENT (10) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum is lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for construction of:

**RIPON HIGH SCHOOL BLEACHER & PRESS BOX REPLACEMENT  
RIPON UNIFIED SCHOOL DISTRICT**

NOW THEREFORE, the Principal shall not withdraw said bid within thirty (30) days after said opening; and the Principal, when given Notice of Intent to Award Contract, shall within five (5) days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

In the event suit is brought upon this bond by the District and judgement is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

BY \_\_\_\_\_

TITLE \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

BY \_\_\_\_\_

TITLE \_\_\_\_\_

(Attach Attorney-in-Fact Certificate)



**DOCUMENT 00437**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

- (a) The name, the license number and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- (b) The portion of the work which will be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or;
- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section 4100 shall be deemed to be in violation of this contract and the District may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved.

In addition to the required listing of subcontractors, each bidder who is under consideration for the award of the contract shall submit to the District, upon request, within 24 hours of the receipt of the bid, any additional information as the District may determine is necessary for each subcontractor that the bidder has listed under the provisions of this Document to demonstrate satisfactory evidence of the subcontractor's qualifications and experience.

In compliance with the provisions of Section 1725.5 of the California Labor Code, each bidder declares that all subcontractors listed on this Designation of Subcontractors form are registered with the Department of Industrial Relations.

### DESIGNATION OF SUBCONTRACTORS

Portion of Work

Subcontractor

License Number

### Location & Place of Business

[illegible]

PROPER NAME OF BIDDER

BY

**DOCUMENT 00453**

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn,  
deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Bidder)

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 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.

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

\_\_\_\_\_  
(Typed Name)

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,  
(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature (Notary Seal)



**DOCUMENT 00455**

**IRAN CONTRACTING ACT CERTIFICATION**

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- ☐ The Bidder is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

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

\_\_\_\_\_  
Name Title

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

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,

(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.



WITNESS my hand and official seal.

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

(Notary Seal)

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

**DOCUMENT 00458**

**SITE VISIT CERTIFICATION**

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor, and I fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

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

I fully indemnify the Ripon Unified School District, its officers, agents, employees, the Architect and any of its consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Typed Name of Bidder)

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,

(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

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

(Notary Seal)

**DOCUMENT 00459**

**EMPLOYMENT CERTIFICATION**

I certify that I, the undersigned bidder, have not been convicted in the preceding five (5) years of the date established for receipt of bids, of violating a state or federal law respecting the employment of undocumented aliens.

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

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

\_\_\_\_\_  
(Typed Name)

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,

(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Seal)

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

**DOCUMENT 00524**

**AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand \_\_\_\_\_, in the county of San Joaquin, State of California, by and between the Ripon Unified School District, hereinafter called the "DISTRICT" and \_\_\_\_\_, hereinafter called CONTRACTOR.

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of :

**RIPON HIGH SCHOOL BLEACHER & PRESS BOX REPLACEMENT  
RIPON UNIFIED SCHOOL DISTRICT**

in strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of One Hundred Twenty (120) consecutive calendar days commencing on or before the date stated in the District's written Notice to Proceed.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the District the sum of One Thousand Five Hundred Dollars \$1,500.00 per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees and the Architect and his consultants during the term of this agreement and one (1) year after the filing of the Notice of Completion from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reasons of:

- (A) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

- (B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off School District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- (C) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgement that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Information for Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Non-Collusion Affidavit
- Iran Contracting Act Certification
- Site Visit Certification
- Employment Certification
- Addenda
- Agreement
- Performance Bond
- Labor and Materials Payment Bond
- Guarantee
- Workers' Compensation Certificate
- Contractor's Certificate Regarding Drug-Free Workplace
- Certificate of Asbestos-Free Materials
- Claim Certification
- Disabled Veteran Business Enterprise (DVBE) Participation
- Certification of Employee Status
- General Conditions and Supplementary General Conditions
- Specifications
- Drawings

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

RIPON UNIFIED SCHOOL DISTRICT

BY \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

CONTRACTOR:

\_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

TITLE \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

TITLE \_\_\_\_\_

Authorized Officers or Agents

DATE \_\_\_\_\_

(CORPORATE SEAL)

**DOCUMENT 00614**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Ripon Unified School District, by resolution passed \_\_\_\_\_, 20\_\_\_\_\_, has given to \_\_\_\_\_ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**RIPON HIGH SCHOOL BLEACHER & PRESS BOX REPLACEMENT  
RIPON UNIFIED SCHOOL DISTRICT**

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

**(A)** NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at \_\_\_\_\_, are held and firmly bound unto the Ripon Unified School District, hereinafter called the "District", in the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**(B)** NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at \_\_\_\_\_, are held and firmly bound unto the Ripon Unified School District, hereinafter called the "District" and \_\_\_\_\_ hereinafter called the "Contractor", in the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by District, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event suit is brought upon this bond by the District and judgement is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_



DOCUMENT 00615

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Ripon Unified School District, by resolution passed \_\_\_\_\_, 20\_\_\_\_, has given to \_\_\_\_\_ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**RIPON HIGH SCHOOL  
BLEACHER & PRESS BOX REPLACEMENT  
301 NORTH ACACIA AVENUE, RIPON, CA 95366**

WHEREAS, said principal is required by Division 3, Part IV Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 legally doing business in California at \_\_\_\_\_, are held and firmly bound unto the Ripon Unified School District, hereinafter called the "District", in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractor, heirs, executors, administrators; successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, or for amounts due as withholding tax pursuant to Section 18806 of the Revenue and Taxation Code, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as provided in Division III, Part 4, Title XV, Chapter 7, (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

(Attach Attorney-in-  
Fact Certificate)

Title \_\_\_\_\_

**DOCUMENT 00618**

**GUARANTEE**

We hereby guarantee that the \_\_\_\_\_, which we have installed for the Ripon Unified School District, has been performed in accordance with the requirements of the Contract Documents and that the work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a period of \_\_\_\_ year(s) from the date of acceptance of the above-mentioned project by the Ripon Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the District, but not later than one week after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

\_\_\_\_\_  
SUBCONTRACTOR OR GENERAL CONTRACTOR

Countersigned

\_\_\_\_\_  
GENERAL CONTRACTOR IF FOR SUBCONTRACTOR

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,

(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

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

(Notary Seal)

Representatives to be contacted for service subject to terms of contract.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE # \_\_\_\_\_

**DOCUMENT 00623**

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700.

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

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

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

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

By \_\_\_\_\_ Signature

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

DOCUMENT 00624

CONTRACTOR'S CERTIFICATE  
REGARDING DRUG-FREE WORKPLACE

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

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

By \_\_\_\_\_ Signature \_\_\_\_\_

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,

(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

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

(Notary Seal)

**DOCUMENT 00625**

**CERTIFICATION OF ASBESTOS-FREE MATERIALS**

I \_\_\_\_\_  
(name) please print or type (title)  
of \_\_\_\_\_, do hereby declare that to  
(firm name)

the best of my knowledge, information, and belief that in completing the work titled Ripon High School Bleacher & Press Box Replacement, for the Ripon Unified School District, no manufactured material assembly/device or item of construction will contain, or in itself be composed of, any materials listed (by the federal or state EPA or federal or state health agencies) as a hazardous material.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,

(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature (Notary Seal)





**DOCUMENT 00626**

**CERTIFICATION OF EMPLOYEE STATUS**

I \_\_\_\_\_  
(name) please print or type (title)  
of \_\_\_\_\_, do hereby declare that  
(firm name)

I have fully complied with the provisions of Education Code Section 45125.1 and that to the best of my knowledge there will be no employees that may come in contact with students on this project that have been convicted of a felony as defined in Education Code Section 45122.1.

Attached to this Document is a complete designation of all employees that may come in contact with students on this project.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,

(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature (Notary Seal)

### DESIGNATION OF EMPLOYEES

[illegible]

**DOCUMENT 00627**

**CLAIM CERTIFICATION**

I \_\_\_\_\_  
(name) please print or type (title)  
of \_\_\_\_\_, do hereby personally certify  
(firm name)

and attest that:

I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which I believe the District is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et. seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is a true and correct statement regarding the attached \_\_\_\_\_ for the  
Ripon High School Bleachers & Press Box Replacement project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title Date

State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, the undersigned, a notary public for the state,

personally appeared (name) \_\_\_\_\_,

(title) \_\_\_\_\_,

(insert name and title of the officer),

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature (Notary Seal)



**DOCUMENT 00629**

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION**

**1. PART 1 GENERAL**

**1.1 DVBE PARTICIPATION POLICY**

- A. The Ripon Unified School District is committed to achieving the legislatively and administratively established Participation Goal for Disabled Veteran Business Enterprises (DVBEs) in accordance with California Education Code §17076.11. Through the DVEB participation program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.

**1.2 DEFINITIONS**

**A. Disabled Veteran**

1. A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is a resident of the State of California.

**B. Disabled Veteran Business Enterprise**

1. A "Disabled Veteran Business Enterprise" (DVBE) means a business enterprise certified by the Office of Small and Minority Business, State of California, Department of General Services, pursuant to Military and Veterans Code §999, or an enterprise certifying that it is a DVBE by meeting all of the following requirements:
- (a) It is a sole proprietorship or partnership at least fifty-one percent (51%) owned by one or more Disabled Veterans, or in the case of a corporation, at least fifty-one (51%) of its stock is owned by one or more Disabled Veterans; or a subsidiary wholly owned by a parent corporation, but only if at least fifty-one percent (51%) of the voting stock of the parent corporation is owned by one or more Disabled Veterans; or a joint venture in which at least fifty-one percent (51%) of the joint venture's management and control and earnings are held by one or more Disabled Veteran.
  - (b) The management and control of the daily business operations are by one or more Disabled Veterans; provided that the Disabled Veteran(s) exercising management and control of the business enterprise are not required to be the same Disabled Veteran(s) who is/are the equity Owner(s) of the business enterprise.
  - (c) It is a sole proprietorship, corporation, or partnership with its home office located in the United States and which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business. The terms "foreign corporation" "foreign firm" and "foreign-based business" shall be deemed to mean a business entity that is incorporated or which has its principal headquarters located outside the United States of America.

C. DVBE Participation Goal

1. The term "Participation Goal" is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The Participation Goal is not a quota, set-aside or rigid proportion. Through action of the District's Board, the District has established a DVBE Participation Goal of Three Percent (3%) of the total Contract Amount.

1.3 MONITORING OF DVBE PARTICIPATION AND SUBMISSION OF REPORT

A. Submission of Report

1. During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract. Contractor shall report (on the form appearing at the end of this Document) upon completion of the Work of the Contract, a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. The submission to the District of such reports shall be deemed a condition precedent to the District's obligation to make payments under the Contract Documents. The submission of such reports shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the DVBE Participation Goal.

B. Contract Audit

1. Contract agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to the performance of the Contract. Contractor agrees that the District, or its designee, shall have access to any of Contractor's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to any matter regarding performance of the Contract under investigation including, but not limited to, determining compliance with the DVBE Participation Goal.

1.4 DEFINITIONS

- A. Capitalized terms not defined herein have the same meanings as used elsewhere in the Contract Documents.

## DVBE PARTICIPATION REPORT

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

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

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

Firm Name of DVBE	Trade/Portion of Work	Value of Work

Does the cumulative dollar value of the foregoing DVBE participation meet or exceed three percent (3%) of the final Contract Amount, as adjusted by all change order?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your response is NO, please attach to this Report a detailed description of the reasons for your failure to achieve the District's DVBE Participation Goal.

END OF SECTION



**DOCUMENT 00700**

**GENERAL CONDITIONS  
FOR  
RIPON HIGH BLEACHER & PRESS BOX REPLACEMENT**

**OWNER  
  
RIPON UNIFIED SCHOOL DISTRICT**

DOCUMENT 00700

CONTENTS OF GENERAL CONDITIONS

**RIPON HIGH SCHOOL BLEACHER & PRESS BOX REPLACEMENT**

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## GENERAL CONDITIONS

### ARTICLE 1. DEFINITIONS

- 1.1 The District, the Contractor, and the Architect are those named as such in the Contract Documents and are; referred to as if each were of singular number and masculine gender.
- 1.2 Subcontractor, as used herein, includes those having direct contract with Contractor and one who furnishes material worked to a special design according to drawings and specifications of this work, but does not include one who merely furnishes material not so worked.
- 1.3 Worker includes laborer, worker, or mechanic.
- 1.4 Locality in which the work is performed means the county in which the public work is done.
- 1.5 Surety is the firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond. Surety must be an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 and be U.S. Treasury listed whose U.S. Treasury listing indicates a bonding capacity in excess of the project costs.
- 1.6 Provide shall include "provide complete in place", that is, "furnish and install", complete, and ready for intended use.
- 1.7 The term "work" means labor and materials, or both, incorporated in, or to be incorporated in the construction covered by the Contract Documents.
- 1.8 Unless otherwise specified, the terms "approved", "directed", "satisfactory", "accepted", "acceptable", "proper", "required", "necessary", and "equal", means as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary, and equal, in the opinion of the Architect.
- 1.9 The letters "ASTM" mean "ASTM International" and the latest edition shall apply for the respective specification designations.
- 1.10 Days as used in the Contract Documents shall mean consecutive calendar days unless otherwise specifically defined.
- 1.11 Contract Documents are those documents set forth in the executed Agreement.
- 1.12 Contract is the agreement executed between the District and the Contractor covering the furnishing of all material, labor, technical services, equipment and tools necessary for performance of the work. All supplemental agreements amending or extending the work shall be bound by all terms of the contract.
- 1.13 Reviewed, when used in conjunction with the Architect's action on the Contractor's submittals and requests, is limited to the responsibilities and duties of the Architect stated in the General and Supplementary Conditions. Such review shall not release the Contractor from responsibility to fulfill Contract Document requirements.
- 1.14 Furnish means to supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- 1.15 Install is used to describe operations at project site including the actual unloading, temporary storage, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations.
- 1.16 Installer is the entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operation. Installers are required to be experienced in the operations they are engaged to perform.

- 1.17 Indicated refers to graphic representations, notes, or schedules on the drawings, or other paragraphs or schedules in the Specifications, and similar requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used, it is to help locate the reference; no limitation is intended except as specifically noted.
- 1.18 Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.19 Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- 1.20 Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

## ARTICLE 2. DRAWINGS AND SPECIFICATIONS

- 2.1 Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. The organization of the specifications into divisions, sections, and articles as the case may be, and the arrangement of drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.
- 2.2 Interpretations. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Contractor shall not scale the drawings. Work not particularly shown or specified shall be same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. In case of disagreement or conflict between or within standards, specifications and drawings the more stringent, higher quality and greater quantity of work shall apply. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the Architect in writing and any necessary information shall be issued by the Architect in accordance with Article 5.
- 2.3 Questions regarding interpretation of drawings and specifications shall be clarified by the Architect whose decision shall be final. Should the Contractor commence work or any part thereof without seeking clarification, contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.
- 2.4 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.
- 2.5 Specifications and Accompanying Drawings are intended to delineate and describe the project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.
- 2.6 Trade Name or Trade Term. It is not the intention of said documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term". The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Contractor that he will be required to complete the work so named with all its appurtenances according to the best practices of the trade.
- 2.7 The name of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

- 2.8 Drawings and Specifications are intended to comply with laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules and regulations shall be considered as part of said Contract Documents within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules and regulations and 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.

ARTICLE 3. COPIES FURNISHED

- 3.1 Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Supplementary General Conditions. Additional copies may be obtained at cost of reproduction.

ARTICLE 4. OWNERSHIP OF DRAWINGS

- 4.1 All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to the District on request at completion of work.

ARTICLE 5. DETAIL DRAWINGS AND INSTRUCTIONS

- 5.1 In case of ambiguity, conflict, or lack of information, the Contractor shall promptly notify the Architect in writing and request additional information. Any request by the Contractor for such information shall be limited to one item of work for each request. The Architect's response to such requests will be made with reasonable promptness, while allowing sufficient time in the Architect's professional judgement to permit adequate review. Any delay in the progress of the work shall not be recognized on account of failure by the Architect to furnish such information until 15 calendar days after Architect's receipt of written request by the Contractor. Additional information shall be by means of drawings or other instructions deemed necessary by the Architect for proper execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.
- 5.2 Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.
- 5.3 The Architect will furnish necessary additional details to more fully explain the work, which details shall be considered as part of the Contract Documents.
- 5.4 Should any details be more elaborate, in the opinion of the Contractor, than scale drawings and specifications warrant, written notice thereof shall be given to the Architect within five (5) days of the receipt of same. In case no notice is given to the Architect within five (5) days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered, and if found justified, the Architect will either modify the drawings or shall recommend to District a change order for the extra work involved.
- 5.5 The Contractor shall keep on the work one legible copy of all approved drawings, setting plans, schedules and specifications. Said documents shall be available to the Architect and to his representatives and all constituted authorities having jurisdiction.
- 5.6 All parts of the described and shown construction shall be of the best quality of their respective kinds and the Contractor is hereby advised to use all diligence to inform himself fully as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first from the Architect such directions and/or drawings as may be necessary for the proper performance of the work.

- 5.7 If it is found that the Contractor has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the Architect shall be at liberty at any time, before or after completion of the work, to order such improper work removed, remade and replaced, and all work disturbed by these changes shall be made good at the Contractor's expense, or the Architect shall receive from the Contractor, for the Owner (or District shall deduct from amount due Contractor), a sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications, it being optional with the Architect to pursue either course.

ARTICLE 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 6.1 Time is of the essence in this contract. Work shall commence on or before the date stated in District's notice to the Contractor to proceed, and shall be completed by Contractor in the time specified in the Supplementary General Conditions. By executing the Agreement the Contractor confirms that the Contract Time specified is a reasonable period for performing the Work. The term "day" as used in the Contract Documents shall mean consecutive calendar day unless otherwise specifically defined.
- 6.2 The date of commencement of the Work shall not be postponed by the failure to act by the Contractor or the failure to act by persons or entities for whom the contractor is responsible. The Contractor shall not prematurely commence operations on site or elsewhere prior to effective dates of insurance required by Article 17 and Article 18.
- 6.3 If the work is not completed in accordance with the foregoing it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Supplementary General Conditions for each calendar day of delay until work is completed and accepted. Contractor and his surety shall be liable for the amount thereof.
- 6.4 Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it, or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Normal seasonal rainfall shall not be considered reason for extension of time. Any rainfall reflected by the 10 year average for the month as evidenced by Local Climatological Data obtained from the National Weather Service is considered normal. Any wind, including gusts, of 25 miles per hour or less, is considered normal. These conditions shall be wholly at the risk of the Contractor. Despite the foregoing there shall be no more than thirty (30) calendar days total time extension allowed for weather related delays during the entire construction period.
- 6.5 The Contractor shall within ten (10) days of beginning of any excusable delay for which an extension of time is claimed, notify the District and the Architect in writing of the cause(s) of the delay. If, in the opinion of the District, the claim is justified, the time for completion of the work shall be extended by change order for a period of time commensurate with such a delay. The Contractor shall not be subject to liquidated damages for this period of time and shall have no claim for any other compensation relative to such a delay
- 6.6 Extensions of time will not be granted for change orders that, in the opinion of the District, do not affect the critical path of the project. The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish such documentation relating there to as may be required.
- 6.7 There shall be no monetary reward paid to the Contractor by the District for early completion of the work prior to the time specified in the Supplementary General Conditions.



- 6.8 There shall be no claim allowed for additional costs or time for delays in the completion of the work based upon an early completion date established by the Contractor prior to the time period established in the Supplementary General Conditions for the completion of the work. Any early completion date established by the Contractor is wholly the responsibility of the Contractor and any costs or time delays experienced by the Contractor relative to such early completion date are solely the risk of the Contractor.

ARTICLE 7. CONSTRUCTION SCHEDULE

- 7.1 The Contractor shall prepare and submit for the District's and Architect's information a construction schedule for the Work. The schedule shall not exceed the time limits current under the Contract Documents, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practical execution of the work.
- 7.2 Failure of the Contractor to provide proper schedules as required by the Contract Documents may, at the sole discretion of the District, constitute grounds to withhold in whole or in part, progress payments to the Contractor.

ARTICLE 8. CONTRACT SECURITY

- 8.1 Unless otherwise specified in Supplementary General Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond in an amount at least equal to 100 percent of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract. Aforesaid bonds shall be in form set forth in these contract documents.
- 8.2 Upon request of Contractor, District will consider and accept multiple sureties on such bonds. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedures; Section 995.120 shall be accepted. Surety must be a California admitted surety who is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost.
- 8.3 In conformance with Section 995.660 of the California Code of Civil Procedure, if a California admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered sufficient if each of the following documents are submitted with the bond:
- .1 The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
  - .2 A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
  - .3 A certificate from the county clerk of the county in which the court or officer is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
  - .4 Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code, within 10 calendar days of the insurer's receipt of a request to submit the statements.
- 8.4 If the admitted surety insurer complies with Article 8.3 and if it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond, then notwithstanding the provisions of any state or local law or any ordinance, resolution, policy, or other act, the insurer is sufficient and shall be accepted as surety subject to Section 12090 of the Insurance Code.

ARTICLE 9. ASSIGNMENT

- 9.1 Contractor shall not assign this contract or any part thereof without prior written consent of District and all sureties, executing bonds on behalf of the Contractor in connection with the Contract.
- 9.2 Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code, and shall also be subject to deductions for liquidated damages if liquidated damages have been assessed as specified in Article 6 herein.
- 9.3 If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

ARTICLE 10. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

- 10.1 Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Contract Section of the District in order that proper steps may be taken to have the change reflected on the Agreement.

ARTICLE 11. SEPARATE CONTRACTS

- 11.1 District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.
- 11.2 If any part of Contractor's work depends for proper execution or results upon work of any other Contractor, the Contractor shall inspect and promptly report to Architect in writing any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute his acceptance of other Contractor's work as fit and proper for reception of his work, except as to defects which may develop on other Contractor's work after execution of his work.
- 11.3 To insure proper execution of his 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 and contract documents. Contractor shall ascertain to his 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 project to the end that Contractor may perform this contract in the light of such other contracts, if any
- 11.4 Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on project. If simultaneous execution of any contract for project is likely to cause interference with performance of some other contract or contracts District shall decide which Contractor shall continue or whether work can be coordinated so that Contractors may proceed simultaneously.
- 11.5 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 on project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

- 11.6 If the Contractor or any of his subcontractors or employees cause loss or damage to any separate Contractor on the work, the Contractor agrees to settle with such separate Contractor by agreement or arbitration, if they will so settle. If such separate Contractor sues the District, on account of any loss so sustained, the District shall notify the Contractor, who shall indemnify and save harmless the District against any expenses or judgment arising therefrom.

ARTICLE 12. DISTRICT'S RIGHT TO TERMINATE CONTRACT FOR CAUSE

- 12.1 If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregards laws, ordinances or instruction of the District, or otherwise be guilty of a substantial violation of any provision of this contract, or if he or his subcontractors should violate any of the provisions of this contract, then the District may, without prejudice to any other right or remedy, serve written notice upon him and his surety of his intention to terminate this contract, such notice to contain the reasons for such intention to terminate and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until work is finished.
- 12.2 In the event of any such termination, the District shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within fifteen (15) days after service upon it of said notice of termination does not give the District written notice of its intention to take over and perform this contract, or does not commence performance thereof within thirty (30) days from date of serving such notice, the District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the District thereby.
- 12.3 The District may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor; accept assignment of subcontract agreements for incomplete portions of the work pursuant to prior rights of the surety if any obligated under bond relating to the Contract; finish the Work by whatever reasonable method the District may deem expedient.
- 12.4 If unpaid balance of contract price shall exceed expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid by Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by Architect.
- 12.5 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District. Additionally, the failure of the District in any one or more instances to insist upon strict performance of any terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE OR SUSPEND CONTRACT FOR CONVENIENCE

- 13.1 The District may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine.

- 13.2 The Contract Sum and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
  - .2 that an equitable adjustment is made or denied under another provision of the Contract.
- 13.3 The District may, at any time, terminate the Contract for the District's convenience and without cause.
- 13.4 Upon receipt of written notice from the District of such termination for the District's convenience, the Contractor shall:
- .1 cease operations as directed by the District in the notice;
  - .2 take actions necessary, or that the District may direct, for the protection and preservation of the Work; and
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 13.5 In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

#### ARTICLE 14. GUARANTEE

- 14.1 The Contractor guarantees to the District and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents.
- 14.2 Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance 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 and/or materials and any work not conforming to the requirements of the Contract Documents, including substitutions not authorized, within one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. Neither the Final payment or any other provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship.
- 14.3 District will give notice of observed defects with reasonable promptness. Contractor shall proceed to remedy such defects immediately upon receiving such notification. Contractor shall notify District upon completion of repairs.
- 14.4 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 therefor immediately on demand.
- 14.5 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 or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor 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 provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this article or elsewhere in this contract.

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

ARTICLE 15. NOTICE AND SERVICE THEREOF

- 15.1 Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless serviced in one of the following manners:
- .1 If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mails, enclosed in a sealed envelope addressed to District, postage prepaid and sent certified, return receipt requested.
  - .2 If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mails, enclosed in a sealed envelope, addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and sent certified, return receipt requested.
  - .3 If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in United States mails, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and sent certified, return receipt requested.

ARTICLE 16. WORKERS

- 16.1 Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him.
- 16.2 Any person in the employ of the Contractor whom District may deem incompetent or unfit, shall be dismissed from work and shall not again be employed on it except with written consent of District.
- 16.3 Contractor and Subcontractor personnel on the site:
- .1 Shall report for work in a manner fit to do their job
  - .2 Shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the work is not affected thereby) and;
  - .3 Shall not have been convicted of any criminal offense which may have a discernible adverse impact on the District or its students. Contractor shall advise its employees of these requirements before they enter on the site and shall immediately remove from the site any employee in violation of these requirements as determined by the Contractor or by the District. Contractor shall impose these requirements on its subcontractors.
- 16.4 The Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Contractor's failure to comply strictly with the IRCA.

- 16.5 The District and all of its facilities and workplaces are “tobacco-free” in compliance with Education Code Section 48901 and, as such, require that the Contractor be subject to the requirements mandated by the Education Code. It is the sole responsibility of the contractor to police and oversee any and all personnel used in connection with the Work and the Project, whether employed directly or indirectly by the Contractor and to enforce the tobacco-free workplace requirements of the Education Code. If Contractor fails to maintain a tobacco-free workplace, the District may enforce its lawful rights to suspend pending or subsequent payments and pursue all other rights and remedies it may have against the Contractor.

ARTICLE 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 17.1 Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him, the District, and the Architect from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract, in amounts set forth in the Supplementary General Conditions.
- 17.2 Contractor's General Liability Insurance shall contain no exclusion that would deny coverage for any claim for either bodily injury or property damage arising out of or otherwise caused, in whole or in part, by any fungus, mildew, mold, or resulting allergens. If such exclusion exists and cannot be removed by endorsement, Contractor shall submit proof of coverage for mold claims under a Pollution Legal Liability or Contractor's Pollution Liability policy.
- 17.3 Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance in amounts as herein after set forth.

ARTICLE 18. BUILDERS-RISK INSURANCE

- 18.1 Contractor shall maintain and cause to be maintained property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire work at the site on a replacement cost basis without voluntary deductibles or depreciation.
- 18.2 Property insurance shall be on an all-risk policy form and shall insure against all perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, flood, earthquake, wind, lightning, smoke, riot, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architects services and expenses required as a result of such insured loss.
- 18.3 Such property insurance shall be maintained until work is accepted by the District.
- 18.4 The District and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and the Architect, Architects consultants, separate contractors, if any and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance. The District or Contractor, as appropriate shall require separate contractors if any, and the subcontractors, sub-subcontractors, agents and employees of any of them by appropriate agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18.5 Partial occupancy or use in accordance with Article 30 shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The District and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

ARTICLE 19. PROOF OF CARRIAGE OF INSURANCE

- 19.1 Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered in duplicate to and approved by District.
- 19.2 Certificates and insurance policies shall include the following clause: "this policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing of notice."
- 19.3 Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- 19.4 Insurance policies required of the Contractor shall be endorsed to name the District, its officers, agents and employees as additional insureds. Such policies shall also be endorsed to indicate that they are primary and non-contributing to any insurance or self-insurance maintained by the District.
- 19.5 In case of Contractor's failure to provide insurance as required by contract, the District may, at District's option, take out and maintain at the expense of the Contractor, such insurance in the name of Contractor, or subcontractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or become due to the Contractor under this contract.

ARTICLE 20. LAWS AND REGULATIONS

- 20.1 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified.
- 20.2 If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify Architect in writing and any necessary information shall be issued by the Architect in accordance with Article 5.
- 20.3 If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Architect, he shall bear all costs arising therefrom.

ARTICLE 21. PERMITS AND LICENSES

- 21.1 The Contractor shall initiate and pursue the application process for obtaining all permits and licenses (including all required owner signatures) necessary for the prosecution of the work, including utility fees.
- 21.2 District will reimburse Contractor the actual documented cost of such permits, licenses and fees, with no overhead or profit added.

ARTICLE 22. EASEMENTS

- 22.1 Easements for permanent structure or permanent changes in existing facilities shall be secured and paid for by District, unless otherwise specified.

ARTICLE 23. SURVEYS

- 23.1 Surveys to determine locations of property lines and corners will be supplied by District. Surveys to determine locations of construction, grading and site work, shall be provided by Contractor.

ARTICLE 24. TAXES

- 24.1 If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.
- 24.2 Contractor shall pay all other applicable federal, state and local sales taxes and all other taxes pertinent to the work involved in this Contract.

ARTICLE 25. PATENTS, ROYALTIES, AND INDEMNITIES

- 25.1 The Contractor shall hold and save the District, its officers, agents and employees 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 this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents and unless such liability arises from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District.

ARTICLE 26. SHOP DRAWINGS

- 26.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- 26.2 Contractor shall check and verify all field measurements; check and coordinate all information contained within such submittals with the requirements of the Work and the Contract Documents and shall submit with such submittals with the requirements of the Work and the Contract Documents promptness and in such sequence as to cause no delay in his own work or in that of any other Contractor six (6) copies checked and approved by him of all shop or setting drawings, schedules, and materials list requested for the work of various trades. All shop drawings shall be submitted to the Architect for his review no later than ninety (90) days after the date of the Notice to Proceed.
- 26.3 Architect shall review such schedules and drawings within ten (10) working days of receipt of same but review shall be only for conformance with design concept of project and for compliance with information given in contract documents.
- 26.4 Contractor shall make any corrections required by Architect, file with him six (6) corrected copies and furnish such other copies as may be needed for construction.
- 26.5 Architect's review of such drawings or schedules shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called Architect's attention to such deviations at time of submission and secured his written approval nor shall it relieve him from responsibility for errors in shop drawings or schedules.

ARTICLE 27. SAMPLES

- 27.1 Contractor shall furnish for review, within thirty-five (35) days following Notice to Proceed of contract all samples as required in specifications together with catalogs and supporting data required by Architect. This provision shall not authorize any extension of time for performance of this contract.
- 27.2 Architect will review such samples, within ten (10) working days from receipt of same, but review shall be only for conformance with design and concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples.
- 27.3 Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the ASTM International.



- 27.4 Samples of materials and/or articles shall, upon demand, be submitted for tests or examinations and consideration before incorporation of same in work is started. Materials furnished must be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the Contractor. Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for proper time to make tests. Acceptance or rejection will be expressed in writing.

ARTICLE 28. COST BREAKDOWN AND PERIODICAL ESTIMATES

- 28.1 Contractor shall furnish on forms approved by District:
- .1 Within ten (10) days of award of contract a detailed estimate giving complete breakdown of contract price; and
  - .2 A periodic itemized estimate of work done for purpose of making partial payments thereon.
  - .3 Within ten (10) days of request by District, a schedule of estimated monthly payments which shall be due him under the contract.

ARTICLE 29. PAYMENTS

- 29.1 Each month between fifteen (15) and thirty (30) days after receipt of approved periodic estimate for partial payment, there shall be paid to Contractor a sum equal to ninety five percent (95%) of value of work performed up to last day of previous month, less aggregate of previous payments.
- 29.2 Failure to make payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from contractor shall result in the payment of interest to the Contractor in an amount equivalent to the legal rate of interest set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. For purposes of this article, a payment request is considered proper if funds are available for payment of the request and payment is not delayed due to an audit inquiry by the financial officer of the District.
- 29.3 Upon receipt of a payment request, the District shall:
- .1 Review the request as soon as practicable after receipt to determine that the request is a proper payment request;
  - .2 Return any payment request determined not to be a proper payment request suitable for payment (accompanied by a document setting forth in writing the reasons why the request is not proper) as soon as practicable, but not later than seven days after receipt.
- 29.4 Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this contract and District shall have the right subsequently to correct any error made in any estimate for payment.
- 29.5 Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or Architect, shall remain uncomplished with.
- 29.6 At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing board, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress. Any reduction in the amount of retainage shall only be made with the consent of the Contractor's surety.

- 29.7 The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by District and the filing of the Notice of Completion in accordance with Article 30. Acceptance will be made only by an action of their governing board. Final payment shall not become due until the Contractor submits to the Architect a consent of surety to final payment.
- 29.8 The title to new materials and/or equipment for the work of this contract and attendant liability for its protection and safety, shall remain with the Contractor until incorporated in the work of this contract and accepted by the District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the District or his authorized representative.
- 29.9 Before any payment is made hereunder, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed, to the best of the Architect's knowledge, information and belief, in accordance with the terms of the contract and that the amount stated in the certificate is due under the terms of the contract. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a certificate will not be a representation that the Architect has:
- .1 Made exhaustive or continuous on-site inspections to check the quality or quantity of the Work,
  - .2 Reviewed construction means, methods, techniques, sequences or procedures,
  - .3 Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment.
  - .4 Made examination to ascertain how and for what purpose the Contractor has used money paid on account of the contract Sum.
- The Architect may decide not to certify payment and may withhold certification if in the Architect's opinion the representation to the District required by this Article cannot be made. If the Architect is unable to certify payment he shall notify the contractor and the District in writing of the reasons for withholding certification.
- 29.10 The Architect's certificate shall be attached to and made a part of the claim for payment made and filed with the District provided that if the Architect shall, within three (3) days after written demand therefor, fails to deliver such certificate to the District the Contractor may file his claim for payment with the District without said certificate, but together with such claim for payment shall be filed a statement that demand was made for such certificate and that same was refused. Thereupon, the District will either allow said claim for payment presented or shall, by an order entered on the minutes of said District state the reasons for refusing to allow said claim for payment. It is understood, moreover, that the certificate of the Architect shall not be conclusive upon the owner, but merely advisory, and that the payments herein provided for shall only be made when in fact such work has been performed in accordance with this contract.
- 29.11 After the Architect has certified payment and the District has made payment to the Contractor, the Contractor shall promptly pay each Subcontractor in accordance with provisions of Article 35. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-Subcontractors in similar manner. Payment to material suppliers shall be treated in a similar manner to that as provided for Subcontractors.
- 29.12 Neither the District nor the Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, Sub-subcontractor, or material supplier except as may otherwise be required by law.

ARTICLE 30. SUBSTITUTED SECURITY

- 30.1 In accordance with Section 22300 of the Public Contract Code, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
- 30.2 Alternatively, the Contractor may request and the District shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the contract the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District, pursuant to the terms of this section.
- 30.3 Securities eligible for investment under this section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.
- 30.4 The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- 30.5 If the Contractor elects to receive interest on monies withheld in retention by the District, the Contractor shall, at the request of any subcontractor, make that option available to the subcontractor for any monies withheld in retention by the Contractor from the subcontractor. If the Contractor elects to receive interest on any monies withheld in retention by the District, then the subcontractor shall receive the identical rate of interest received by the Contractor on any monies withheld by the Contractor, less any pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by the Contractor. The provisions of this Article shall, however, only be applicable to those subcontractors performing more than five percent of the Contractor's total bid. No Contractor shall require any subcontractor to waive any provision of this Article.
- 30.6 In the event that the Contractor elects to substitute securities in lieu of retentions, the Contractor may withhold from his or her subcontractors, who have not elected to substitute securities in lieu of retentions, the amount of retentions that would have otherwise been withheld.
- 30.7 The escrow agreement used for the purposes of this section shall be substantially similar to the form set forth in the Public Contract Code Section 22300.
- 30.8 Contractor shall obtain written consent of surety to any such agreement for substituted securities.
- 30.9 Should the value of such substituted security at any time fall below the amount for which it was substituted, or any another amount which the District determines to withhold, Contractor shall immediately and at Contractor's expense, deposit additional security qualifying under said Section 22300 of the Public Contract Code, until the total security deposited is no less than equivalent to the amount subject to withholding under the contract.

- 30.10 Notwithstanding any provisions of the escrow agreement to the contrary, for a period of 35 days following the recordation of a Notice of Completion, District shall have unlimited access to the securities to respond to stop notice claims and punch list and warranty items. Pursuant to this Article, District may withdraw from the escrow account sufficient cash to cover 125 percent of the principal amount claimed in any stop notice, and 150 percent of the estimated amount necessary to remedy any punch list and/or warranty item. To withdraw funds, District shall present to the escrow agent copies of any and all stop notices, and/or a letter from its Architect, concerning the punch list and/or warranty items, together with written notification from District making demand for the funds. In response to District's demand, upon seven days written notice, escrow agent shall immediately convert sufficient securities to cash and distribute the cash to District. In no event will escrow agent have any obligation to pay District more than the amount escrow agent is holding. District's rights under this Article are in addition to and do not supplant any other rights or remedies contained in this Article or the remainder of the escrow agreement.

#### ARTICLE 31. ACCEPTANCE OF COMPLETION

- 31.1 To establish Substantial Completion, the Contractor shall notify the Architect in writing that the work is substantially complete and shall provide a list of items that are in need of completion or correction. Contractor shall then initiate a final walk-through with the District and Architect to establish a punch list of items to be completed or corrected by the Contractor. The Architect shall prepare and distribute copies of the punch list. 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. Items of work that are identified subsequent to the date of the punch list as being an item of work that is to be completed or corrected by the Contractor shall be addressed as a warranty item and be corrected or completed under the warranty provisions of the Contract.
- 31.2 Prior to substantial completion status, the Contractor shall submit to the Architect for approval complete project record documents, operation and maintenance manuals, and all warranties and guarantees.
- 31.3 The Architect, shall issue a Certificate of Substantial Completion to the District and the Contractor for their written acceptance. The Certificate of Substantial Completion shall establish responsibilities of the District and Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete all items on the punch list accompanying the Certificate. Warranties and guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the work unless otherwise provided in the Certificate of Substantial Completion.
- 31.4 The Contractor shall proceed without delay and within a reasonable period of time to correct and complete all items on the list (Unless agreed to by the District in advance, "a reasonable period of time" to correct and complete all items on the list shall be deemed to mean twenty-five (25) days or less.).
- 31.5 The Contractor, upon receipt of the Certificate of Substantial Completion, may submit the semi-final Certificate for Payment (100% completion, less retention).
- 31.6 Upon completion of all items contained on the punch list, the Contractor shall notify the Architect in writing that all items are complete and the Contractor shall request a re-review of the punch list by the Architect. The Architect will then make a final review of the punch list as soon as practical after notification and will promptly notify the Contractor of any items that are not complete. Should the Architect be required to make more than one final review of the punch list due to the Contractor's failure to correct identified deficiencies the Contractor shall bear all costs of any such re-review, to include compensation of the Architect, the Architect's consultants, and the District's Inspector made necessary there by.
- 31.7 To establish Beneficial Occupancy, the District shall notify Contractor in writing of its intended occupancy prior to Substantial Completion, and execute a Change Order reflecting said change in the Agreement between the District and the Contractor. (Liquidated damages shall cease upon the date of Beneficial Occupancy or Substantial Completion, whichever occurs first.)

- 31.8 The District shall record a Notice of Completion upon recommendation of the Architect; upon satisfactory completion of all official punch list items and when the entire work, including all records, certificates, permits, warranties and other documentation has been completed to the satisfaction of the District and approved by the Division of the State Architect. However, the District, at its sole option, may accept completion of the Contract and record the Notice of Completion when the entire work has been completed to the satisfaction of the District, except for minor corrective items. The work shall be accepted as complete only by action of the District's Governing Board.
- 31.9 Upon the recordation of the Notice of Completion the Contractor may submit the final Certificate for Payment for the retentions. Approximately 35 days after the recordation of Notice of Completion, the District shall process the final payment to the Contractor. The value of any Mechanics Liens, Stop Notices, incomplete or unsatisfactory work shall be withheld as appropriate from the final payment by the District until such time as all work and payments for said work have been made in accordance with the Contract Documents and to the satisfaction of the District.
- 31.10 Acceptance of final payment by the Contractor shall constitute a waiver for claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of Final Application for Payment. The making of final payment shall constitute a waiver of claims by the District except those arising from:
- .1 Liens, claims, security interests or encumbrances arising out of the contract and unsettled,
  - .2 Failure of the Work to comply with the requirements of the Contract Documents.
  - .3 Terms of warranties and guarantees required by the Contract Documents.
- 31.11 In the event of a dispute between the District and the Contractor, the District may, pursuant to the provisions of Public Contract Code Section 7107, withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- 31.12 In the event any stop notice filed by a subcontractor or supplier of material, equipment, labor or services results in the commencement of any court action involving the District, Contractor agrees to hold the District harmless from any and all costs of said action and shall pay or reimburse the District for all reasonable costs, including attorney's fees, arising out of said action.

## ARTICLE 32. PAYMENTS WITHHELD

- 32.1 In addition to the amount which District may retain under Article 29 entitled "Payments", and Article 31 entitled "Acceptance of Completion", District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:
- .1 Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor materials furnished in and about the performance of work on the project under this contract.
  - .2 Defective work not remedied.
  - .3 Failure of Contractor to make proper payments to his subcontractor or for material or labor.
  - .4 Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.
  - .5 Damage to another Contractor.
  - .6 Claims filed, or reasonable evidence indicating probable filing of claims.
  - .7 Liquidated damages assessed against Contractor.
  - .8 Penalties for violation of labor laws.
  - .9 Payments to indemnify, defend and hold harmless the District.

- .10 Failure of the Contractor to prosecute any portion of the work in accordance with provisions of the Contract Documents.
- .11 Failure of the Contractor to prosecute the work in a timely manner in compliance with established progress schedules and completion dates.
- .12 Failure of the Contractor to submit on a timely basis proper documentation required by the Contract Documents including, without limitation, monthly construction schedules, schedule of values, shop drawings, product data and samples, proposed product list, executed change orders and verified reports.
- .13 Failure of the Contractor to maintain record drawings.

32.2 When the above grounds are removed, payment shall be made for amounts with-held because of them. No interest shall be paid for amounts withheld.

32.3 District may apply such withheld amount or amounts to payment of such claims or obligations at it's discretion. In so doing, District shall be deemed the agent of the Contractor and any payment so made by District 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 obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

#### ARTICLE 33. CHANGES AND EXTRA WORK

33.1 District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, contract sum being adjusted accordingly. All such work shall be executed under conditions of original contract. Contractor shall increase the amounts of his payment and performance bonds in proportion to any increase in price.

33.2 Architect shall have authority to make minor changes in work not involving change in cost or time and not inconsistent with the intent of the Contract Documents. An order for a minor change in the work may be issued only by the Architect. The Contractor shall execute such orders on a timely basis.

33.3 Except in an emergency endangering life or property, no extra work or change shall be made except in pursuance of a written Change Order or Construction Change Directive from the District, and no claim for addition to contract sum shall be valid unless so ordered. The Contractor shall proceed promptly to execute any work so directed.

33.4 If the Contractor is delayed in completing the work by reason of any change made pursuant to this Article, the time for completion of the work shall be extended by the same change order for a period commensurate with such delay, without additional compensation, and Contractor shall not be subject to liquidated damages for this extension. No extension of time will be granted for change orders that, in the opinion of the District, do not affect the critical path of the project.

33.5 Value of any such extra work, change, or deduction shall be determined at the sole discretion of the District in either of the three following ways:

.1 Acceptable lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation. Estimates for lump sum proposals shall be limited to direct expenditures necessitated specifically by the subject extra work and shall be segregated into categories which follow those outlined in Article 33.5.3. In addition, the Contractor and subcontractor will be paid a lump sum for overhead, profit, and bond. Such lump sum shall conform to the percentages outlined in Article 33.5.3. Supervision of the extra work shall be included in the lump sum percentage for overhead. For added or omitted work by Subcontractors, the Contractor shall furnish to the District the Subcontractor's detailed estimate of the cost for labor, material, and equipment, including the markup by the Subcontractor for overhead and profit. Such estimate of cost shall be signed by the Subcontractor. The same requirement shall apply to any Sub-subcontractor or material supplier.

.2 By unit prices contained in Contractor's original bid and incorporated into Contract Documents or fixed by subsequent agreement between District and Contractor. Unit prices shall include all necessary labor, material, overhead, profit, and applicable taxes.

.3 Time and Material "Force Account" for direct costs for labor, material, and equipment rental plus markups for overhead and profit for Prime Contractor, Subcontractor, and Sub-subcontractors as applicable. (Supervision is to be included in markup unless specifically agreed to in advance that special supervision is required.)

a. LABOR: Attach itemized direct hourly rates in accordance with certified payroll records times total hours expended. Separately show dollar amount for employer-paid payroll taxes/insurance benefits. Enter total as direct labor item.

\_\_\_\_\_

b. MATERIAL: Attach receipts, invoices or itemized quantity and unit costs plus tax and delivery. Enter total as material item.

\_\_\_\_\_

c. EQUIPMENT: Attach receipts, invoices or tear tickets indicating unit costs and total hours or loads charged. (Small tools with a value of less than \$500.00 are to be included in markup.) Enter total as equipment rental item.

\_\_\_\_\_

d. SUBTOTAL (Lines a + b + c)

\_\_\_\_\_

e. COMBINED MARKUP FOR ALL OVERHEAD AND PROFIT SHALL BE BASED ON THE FOLLOWING:

(1) For the Prime Contractor, for work performed by his forces, fifteen percent (15%) of his direct subtotal cost.

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|-----|--|-------|
| (2) | <u>For the Prime Contractor</u> , for work performed by a Subcontractor's forces, five percent (5%) of the direct subtotal cost due the Subcontractor. | _____ |
| (3) | <u>For a Subcontractor or Sub-subcontractor</u> , for work performed by their own forces, twenty percent (20%) of their own direct subtotal costs.     | _____ |
| (4) | <u>For a Subcontractor</u> , for work performed by a Sub-subcontractor, five percent (5%) of the direct subtotal cost due the Sub-subcontractor.       | _____ |
| f.  | <u>SUBTOTAL</u> (Lines d + e)  | _____ |
| g.  | <u>PRIME CONTRACTOR'S BOND</u> (NTE 1% Line f)   | _____ |
| h.  | <u>TOTAL CHANGE ORDER REQUEST</u> (Lines f + g)  | _____ |
- 33.6 The Contractor shall attach to and make a part of each claim for additional compensation and/or extension of time a claim certification. The form of certification for this purpose shall be as furnished within the Contract Documents under provisions of Document 00627.
- 33.7 The amount of credit to be allowed by the Contractor to the District for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost. 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.
- 33.8 If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, or constitutes a waiver of any provision in the contract, he shall notify the District, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure shall be as stated above in this Article.
- 33.9 The sum agreed upon for any Change Order shall be inclusive of all claims for costs or other causes of action which the Contractor or any of his subcontractors, sub-subcontractors, or suppliers may have relating thereto. No claim relating to or flowing from a particular change shall be allowed after acceptance by the Contractor of a Change Order or the sums payable thereunder relating to that change. It is understood that the acceptance by the Contractor of a Change Order shall be final and binding upon the Contractor and shall not be subject to renegotiations or adjustment due to any cause whatsoever.
- 33.10 All change order requests and Change Orders shall not contain any reservation of rights and/or qualifying language by the Contractor.
- 33.11 All Construction Change Documents shall be approved by the Division of the State Architect in accordance with the Construction Change requirements of Title 24 of the California Code of Regulations, Part 1, Section 4-338.
- 33.12 A Construction Change Directive is a written order prepared by the Architect and signed by the District and Architect, directing a change in the Work prior to agreement or adjustment, if any, in the Contract Sum or Contract Time, or both. The District may, by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.



- 33.13 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- 33.14 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation as stipulated in Article 33.5.1.
  - .2 unit prices stated in the Contract Documents as stipulated in Article 33.5.2.
  - .3 cost to be determined on a Time and Material basis as stipulated in Article 33.5.3.
  - .4 as provided in Article 33.17.
- 33.15 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 33.16 A Construction Change Directive 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 the same as a Change Order.
- 33.17 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 Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Article 33.14.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Article 33.17 shall be limited to the costs identified under Article 33.5.3.
- 33.18 Pending final determination of the total cost of a Construction Change Directive to the District, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 67.
- 33.19 When the District and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
- 33.20 All Construction Change Directives shall not contain any reservation of rights and/or qualifying language by the Contractor.
- 33.21 All Construction Change Directives shall be approved by the Division of the State Architect in accordance with the Preliminary Change Order requirements of Title 24 of the California Code of Regulations, Part 1, Section 4-338.

ARTICLE 34. DEDUCTION FOR UNCORRECTED WORK

- 34.1 If the District deems it inexpedient to correct work injured or not done in accordance with contract, the District may elect to accept nonconforming work instead of requiring correction or removal and replacement of such work. The Contractor shall bear all direct, indirect, and consequential costs attributable to the evaluation of and determination to accept such work. Such costs may include but shall not be limited to fees and charges of Architect, engineers, attorneys and other professionals. If any such acceptance occurs prior to final payment, a change order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the work and an equitable deduction from the Contract amount shall be made therefore. If acceptance occurs after final payment, the amount shall be paid by the Contractor directly to the District.

ARTICLE 35. PAYMENTS BY CONTRACTOR

- 35.1 Contractor shall pay:
- .1 For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
  - .2 For all materials, tools and other expendable equipment to the extent of ninety five percent (95%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and
  - .3 To each of his subcontractors, not later than the 5th day following each payment to Contractor; the respective amount allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.
  - .4 Within 7 days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.
- 35.2 In any contract between the Contractor and a subcontractor, and in any contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified to be withheld in the Contract between the Contractor and the District. This provision shall, however, not be applicable to any contract between the Contractor and any subcontractor or any other subcontractor thereunder where a performance and payment bond, issued by an admitted surety insurer, is required to be provided by the Contractor or subcontractor and the subcontractor or a subcontractor thereunder fails or refuses to provide such contract security to the Contractor or subcontractor. No party identified in this Article shall require any other party to waive any provision of this Article.
- 35.3 Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the Contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the dispute.
- 35.4 In the event that retention payments are not made within the time periods required by this Article, the Contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

ARTICLE 36. CONTRACTOR'S SUPERVISION

- 36.1 Specific duties of the Contractor shall be in accordance with Title 24, Part 1, Section 4-343 of the California Code of Regulations.

- 36.2 Unless personally present on premises (including both the site and the plant) where work is being done, Contractor shall keep on the work, during its progress, a competent superintendent satisfactory to District. Superintendent shall not be changed except with consent of District unless superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. Superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.
- 36.3 Contractor shall give efficient supervision to work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report in writing to Architect any error, inconsistency or omission which he may discover, but he shall not be liable to District for any damage resulting from any errors or deficiencies in contract documents or other instructions by Architect.
- 36.4 Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction and shall be responsible for coordinating all portions of the work under the contract.
- 36.5 Contractor shall not be relieved of the obligation to perform the work in accordance with the Contract Documents by either 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.
- 36.6 Contractor shall fully comply with any and all reporting requirements of Section 39151 and 81141 of the Education Code in the manner prescribed by Title 24, Part 1, Section 4-336 and 4-343.

ARTICLE 37. INSPECTOR'S FIELD OFFICE

- 37.1 Contractor shall provide for the use of inspector at the site a temporary office of not less than one hundred twenty square feet of floor area to be located as directed by inspector and to be maintained until removal is authorized by District. Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp.
- 37.2 A table satisfactory for study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat for the field office until authorized removal.

ARTICLE 38. DOCUMENTS ON WORK

- 38.1 Contractor shall keep one copy of all contract documents, including addenda, change orders, and Title 19, 21, and 24 of the California Code of Regulations, which is a part of contract documents, on job at all times. Said documents shall be kept in good order and available to Architect and his representatives.
- 38.2 Contractor shall be acquainted with and comply with all California Code of Regulation provisions as they relate to this project. (See particularly the duties of Contractor, Title 24, California Code of Regulations, Part 1, Section 4-343).

ARTICLE 39. UTILITIES

- 39.1 All utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.
- 39.2 If contract is for addition to existing facility, Contractor may, with written permission of District, use District's existing utilities by making pre-arranged payments to District for utilities used by Contractor for construction.

ARTICLE 40. SANITARY FACILITIES

- 40.1 The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workmen. The building shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.

ARTICLE 41. PROTECTION OF WORK AND PROPERTY

- 41.1 The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk until completion and final acceptance by the District. He shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents.
- 41.2 Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to premises where work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light, and watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of construction. He shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to the District.
- 41.3 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from Architect or District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by Architect or District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- 41.4 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances and tools against damage by weather conditions.
- 41.5 Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereof, and repair any damage thereto caused by construction operations.
- 41.6 Contractor shall (unless the requirements are waived by the Inspector);
- .1 Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites).
  - .2 Provide substantial barricades around any shrubs or trees indicated to be preserved.
  - .3 Deliver materials to building area over route designated by Architect.
  - .4 Take preventive measures to eliminate objectionable dust.
  - .5 Confine his apparatus, the storage of materials, and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of Architect and shall not unreasonably encumber premises with his materials, and enforce all instructions of District and Architect regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on construction site.
  - .6 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 an approved civil engineer at no cost to the District.

41.7 Should the Contractor encounter any material defined as being hazardous by Section 25249.5, et seq, of the California Health and Safety Code, also known as the Safe Drinking Water and Toxic Enforcement Act of 1986 Proposition 65, on the site which has not been rendered harmless, the Contractor shall immediately stop work in the affected area and notify the District and the Architect of the condition in writing. Work in the affected area shall not be resumed except by written agreement of the District and Contractor if the hazardous material has not been rendered harmless. The work in the affected area shall be resumed in the absence of hazardous material, or when it has been rendered harmless.

41.8 The Contractor shall not be required to perform without consent any work relating to hazardous material.

#### ARTICLE 42. LAYOUT AND FIELD ENGINEERING

42.1 All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer approved by the Architect. Any required "record" drawings of site development shall be prepared by the approved civil engineer.

#### ARTICLE 43. CUTTING AND PATCHING

43.1 Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other Contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as Architect may direct.

43.2 All costs caused by defective or ill-timed work shall be borne by party responsible therefor.

43.3 Contractor shall not endanger any work by current, excavating, or otherwise altering work and shall not cut or alter work of any other Contractor save with consent of Architect.

#### ARTICLE 44. CLEANING UP

44.1 Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work; debris shall be removed from premises. Contractor shall not leave debris under, in or about the premises.

44.2 Upon completion of work, he shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected to surfaces are free from foreign materials or discoloration; he shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

#### ARTICLE 45. CORRECTION OF WORK BEFORE FINAL PAYMENT

45.1 Contractor shall promptly remove from premises all work condemned by District as failing to conform to contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with contract documents 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.

45.2 If Contractor does not remove such condemned work 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) days time thereafter, District may, upon ten (10) 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.

ARTICLE 46. ACCESS TO WORK

- 46.1 District and its representatives shall at all times have access to work in preparation or progress, wherever located.
- 46.2 Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions under contract.

ARTICLE 47. OCCUPANCY

- 47.1 District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

ARTICLE 48. DISTRICT'S INSPECTOR

- 48.1 One or more inspectors employed by District in accordance with requirements of Title 24 of the California Code of Regulations will be assigned to the work. His duties are specifically defined in Section 4-342 of said Title 24, Part 1.
- 48.2 All work shall be under observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining information respecting progress and manner of work and character of materials.
- 48.3 Such observations shall not, in any way relieve Contractor from responsibility for full compliance with all terms and conditions of the contract, nor 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 his approval of work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects.

ARTICLE 49. TRENCH EXCAVATION

- 49.1 Pursuant to Labor Code Section 6705, if the Contract price exceeds \$25,000. and involves the excavation of any trench or trenches five 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 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 the excavation of such trench or trenches.
- 49.2 If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by District or by the person to whom authority to accept has been delegated by District.
- 49.3 Pursuant to Labor Code Section 6705, nothing in this article shall impose tort liability upon the District or any of its employees.

ARTICLE 50. EXISTING UTILITY LINES; REMOVAL, RESTORATION

- 50.1 Pursuant to Government Code Section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the project caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment necessarily idle during such work.

- 50.2 This article shall not be construed to preclude assessment against the Contractor for any other delays in completion of the work. Nothing in this article 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 of the construction project can be inferred from the presence of other visible facilities, such as buildings, meters, junction boxes, manholes, or similar appurtenances on or adjacent to the site of the construction.
- 50.3 If the Contractor while performing work under this Contract, discovers utility facilities not identified by the District in the Contract plans or specification, Contractor shall immediately notify the District and the utility in writing.
- 50.4 It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accord with Government Code Section 4216.

#### ARTICLE 51. SUBSURFACE CONDITIONS

- 51.1 If work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
- .1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - .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 the work of the character provided for in the contract.
- 51.2 If, in the District's opinion, any change is required for performance of extra work not covered by this Contract, the District may order such change under the provisions of Article 33 herein.
- 51.3 In accordance with Public Contracts Code 7104, any dispute arising between Contractor and District as to any of the conditions listed in .1, .2, .3 above, or with respect to Article 33 of this Contract, shall not excuse the Contractor from the completion date required by this Contract and the Contractor shall proceed with all work to be performed under this Contract.
- 51.4 In addition, the District reserves the right to terminate this Contract should the District determine not to proceed because of any condition described in .1, .2, or .3 above. Contractor shall receive payment for all work performed to the date of termination.

#### ARTICLE 52. TESTS AND INSPECTIONS

- 52.1 If contract, District's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than District, Contractor shall inform District of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor.
- 52.2 Observations by District shall be promptly made, and where practicable at source of supply. If any work should be covered up without approval of consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with contract. Costs of tests of any materials found to be not in compliance with contract shall be paid for by District with the cost of such tests being included in an appropriate change order deducting from payments then or thereafter due the Contractor the costs of such tests to include the cost of any additional services performed by the Architect or his consultants. Other costs for tests and inspections of materials shall be paid by District.

- 52.3 Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.
- 52.4 Contractor shall notify District a sufficient time in advance of manufacture of materials to be supplied by him under contract, which must by terms of contract be tested in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection.
- 52.5 Re-examination of questioned work may be ordered by District and, if so ordered, work must be uncovered by Contractor. If such work is found in accordance with contract documents, District shall pay costs of re-examination and replacement. If such work is not found to be in accordance with contract documents, Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses.
- 52.6 Payment for Tests and Inspection will be made as follows:
- .1 District will pay cost of testing and inspection except the following for which the Contractor shall reimburse the District through deductive change order:
    - a. Any retesting and sampling required due to failure of original test.
    - b. Any testing and inspection required to be performed that requires testing laboratory or agency to perform services outside the state of California.
    - c. Concrete design mix.
    - d. Additional testing expenses caused by failure of the Contractor to adhere to construction schedule or caused by failure of the Contractor to give proper advanced notice or caused by Contractor delay.

ARTICLE 53. SOILS INVESTIGATION REPORT

- 53.1 When a soils investigation report obtained from test holes at site is available, such report shall not be a part of this contract.
- 53.2 Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract.
- 53.3 Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine underground condition of soil.
- 53.4 Contractor agrees that he will make no claim against District for damages in event that during progress of work Contractor encounters subsurface or latent conditions at site materially differing from those shown on drawings or indicated in specifications, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in plans and specifications.

ARTICLE 54. ARCHITECT'S STATUS

- 54.1 The Architect shall be the District's representative during construction period and he shall observe the progress and quality of the work on behalf of the District.
- 54.2 He shall have the authority to act on behalf of District only to the extent expressly provided in the Contract Documents.
- 54.3 The Architect shall be, in the first instance, the judge of the performance of this contract. He shall side neither with the District nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance by both.



- 54.4 The Architect shall have all responsibilities and power established by law including California Code of Regulations, Title 24, Part 1, Section 4-341.
- 54.5 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility as provided in Article 35. The Architect will not be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work.
- 54.6 General observation of the Work by the Architect shall in no way imply that the Architect or his or her representatives are in any way responsible for the safety of the Contractor or its employees or that the Architect or his or her representatives will maintain supervision over the Contractor's construction methods or personnel.
- 54.7 If at any time during the life of this contract, through no fault of his own, the Architect is required to provide the District additional professional services for any reason by any act of the Contractor, the Contractor shall be held liable for the cost of any such additional service. Additional professional services of the Architect shall include but shall not necessarily be limited to the following:
- .1 Services made necessary by the default of the Contractor.
  - .2 Services made necessary due to defects or deficiencies in the work of the Contractor.
  - .3 Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
  - .4 Services in connection with evaluating substitutions of products, materials, equipment and subcontractors proposed by the Contractor and making subsequent revisions to drawings, specifications and providing other documentation required.
  - .5 Services for evaluating and processing claims other than those normally and customarily submitted by the Contractor in connection with the work.
  - .6 Services required by the failure of the Contractor to prosecute the work in a timely manner in compliance with specified time of completion.
  - .7 Service 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.
  - .8 Services for other than the initial review and one re-review of requested submittals of shop drawings, product data and samples.

In such case an appropriate change order will be issued deducting from payments then or thereafter due the Contractor the cost of the Architects additional professional services. Such Change Order shall be deemed to have been executed by the Contractor, whether or not actually signed by the Contractor unless the Change Order is shown to have been prepared in bad faith by the District. 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 55. ARCHITECT'S DECISIONS

- 55.1 The Architect shall make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the work upon written request of either the District or Contractor.
- 55.2 The Architect's response to such requests will be made with reasonable promptness, while allowing sufficient time in the Architect's professional judgement, to permit adequate review and evaluation of request. Any delay in the progress of the work shall not be recognized on account of failure by the Architect to respond to such request until 15 calendar days after Architect's receipt of written request.

55.3 The Architect's decisions on matters relating to aesthetic effect will be final.

ARTICLE 56. MATERIALS AND WORK

56.1 Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.

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

56.3 Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

56.4 No materials, supplies, or equipment for work under this contract 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 him, to District free from any claim, liens or charges. He further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenances thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

56.5 Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection, or any rights under any law permitting such persons to look to funds due Contractor in hands of such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontractors and material Contractors, and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such materials.

56.6 Contractor shall, after signing of agreement with District, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence showing the orders have been placed.

56.7 District reserves the rights, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the specific date mentioned in the agreement, and all expenses incidental to the procuring said materials and/or equipment shall be paid for by the Contractor.

56.8 Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded

56.9 Materials or work required or necessary to be tested shall be tested under supervision of, as directed by, and at such places as may be convenient to the Architect. The required testing of all structural materials shall be done by an approved Testing Laboratory.

- 56.10 No materials furnished, installed or incorporated in the work shall contain asbestos. Asbestos and/or asbestos - containing products shall be defined as all items containing, but not limited to, chrysotile, amesite, anthophyllite, tremolite, and actinolite. Any or all materials containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos - containing material. All work or materials installed with asbestos - containing equipment will be immediately rejected and this work will be removed at no additional cost to the District. If Contractor believes a specified material contains asbestos it shall be the responsibility of the Contractor to notify the District so that an appropriate substitute can be made in a timely manner so as not to delay the work. Upon completion of the work, Contractor shall submit a certificate stating that, to the best of his knowledge, no materials containing asbestos were used in the work, products, items, or equipment. Forms for this purpose are included within the Contract Documents.
- 56.11 If asbestos is found to exist in any of the materials, products, items or equipment provided as part of the work, the Contractor shall be financially responsible for all costs resulting from removal in accordance with a District approved method and replacement to an asbestos free condition. This financial responsibility of the Contractor shall not terminate with the end of the one year warranty period, but shall continue through the life of the facility.
- 56.12 Contractor shall insure that material safety data sheets are available in a readily accessible place at the work site, for any material requiring a material safety data sheet per the federal "hazard communication" standard, or employee's right-to-know law. The Contractor shall also insure proper labeling on any substance brought into the job site, and that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures. Contractor shall 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, to comply fully with its requirements.

#### ARTICLE 57. SUBSTITUTIONS

- 57.1 Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal". Contractor may, under the provisions of Public Contract Code Section 3400, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of an item prior to the date established for the receipt of the bid. Actions taken, if any, concerning the request for substitution will be by written addendum issued by the District. In the absence of written addendum, the request for substitution shall be deemed denied for purposes of the District's evaluation of the bids.
- 57.2 Provision authorizing submissions of substitution data shall not in any way authorize an extension of time for performance of this contract.
- 57.3 In event Contractor furnishes material, process, or article more expensive than that specified, difference in cost of such material, process, or article so furnished shall be borne by Contractor.

#### ARTICLE 58. SUBCONTRACTING

- 58.1 District reserves the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors submitted with the proposal will be deemed to be acceptable.
- 58.2 District's consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

- 58.3 Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in Contract Documents shall create any contractual relation between any subcontractor and District.
- 58.4 In accordance with California Business and Professions Code Section 7059, if Contractor is designated as a "specialty contractor" (as defined in Section 7058 of the Business and Professions Code), all of the work to be performed outside of the Contractor's license specialty shall be performed by a licensed subcontractor in compliance with the "Subletting and Subcontracting Fair Practices Act", California Public Contract Code Section 4100, et seq.
- 58.5 Substitution or addition of subcontractors shall be permitted only as authorized in the "Subletting and Subcontracting Fair Practices Act", commencing at Section 4100 of the Public Contracts Code.
- 58.6 District and Architect will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

#### ARTICLE 59. WAGE RATES

- 59.1 Pursuant to the provisions of Article 2 (commencing at Section 1720), Chapter 1, Part 7, Division 2 of the Labor Code of California, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the contract.
- 59.2 Per diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in Section 1773.1 of the California Labor code, apprenticeship or other training programs authorized by Section 3093 of the California Labor Code, and similar purposes when the term "per diem wages" is used herein.
- 59.3 If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under the contract is to be performed, he shall make the change available to the District, but the change shall not effect the Request for Bids or the contract subsequently awarded.
- 59.4 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- 59.5 There shall be paid each worker of the Contractor or any of his subcontractors engaged in work on the project not less than the wage rate listed herein, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractors and such workmen.
- 59.6 The Contractor shall as a penalty to the District, forfeit not more than 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 for such work or craft in which such worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her.
- 59.7 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.

- 59.8 The amount of this 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, or the previous record of the contractor in meeting his or her prevailing wage obligations, or a contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the contractor had knowledge of his or her obligations under this part.
- 59.9 The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- 59.10 Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

#### ARTICLE 60. RECORD OF WAGES PAID: INSPECTION

##### 60.1 Pursuant to Section 1776 of the Labor Code:

- .1 Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under this contract.
- .2 The payroll records enumerated under subdivision .1 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor and Subcontractor on the following basis:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - b. A certified copy of all payroll records enumerated in subdivision .1 shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - c. A certified copy of all payroll records enumerated in subdivision .1 shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor and Subcontractor.
- .3 The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- .4 Each Contractor and Subcontractor shall file a certified copy of the records enumerated in subdivision .1 with the entity that requested such records within ten (10) days after receipt of a written request.

- .5 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor and Subcontractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.
- .6 The Contractor and Subcontractor shall inform the District of the location of the records enumerated under subdivision .1, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- .7 The Contractor and Subcontractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects such Contractor and Subcontractor must comply with this section. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, the Contractor or Subcontractor 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. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- .8 The responsibility for compliance with this Article shall rest upon the Contractor. The Contractor is, however, not subject to a penalty due to the failure of a subcontractor to comply with this Article.
- .9 The District may withhold or delay contract payments to the Contractor and/or any subcontractor if:
  - a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the project; or
  - b. The Contractor or subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
  - c. The Contractor or subcontractor(s) submit incomplete or inadequate payroll records; or
  - d. The Contractor or subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
  - e. The Contractor or subcontractor(s) fail to comply with the District's Labor Compliance Program; or
  - f. The Contractor or subcontractor(s) fail to comply with any applicable state laws governing labor on public works projects.

#### ARTICLE 61. HOURS OF WORK

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

- 61.3 The Contractor shall pay to the District a penalty of not more than Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
- 61.4 Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District.
- 61.5 Should the work of the Contractor require the presence of the District Inspector beyond regular working hours or on Sundays or other holidays the Contractor shall reimburse the District for the purpose of employing the District Inspector at his normal per hour rate for a minimum of two hours per occurrence. Reimbursement shall occur under provisions of Article 33.
- 61.6 Should the Contractor require access to existing projects or sites during hours when there is not a District custodian or maintenance technician available, the Contractor, upon prior approval from the District shall reimburse the District, for the purpose of employing a District custodian or maintenance technician, at their normal per hour rate, for a minimum of two hours per occurrence. Reimbursement shall occur under provisions of Article 33.

## ARTICLE 62.

### APPRENTICES

- 62.1 All apprentices employed by Contractor to perform services under the contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with Section 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.
- 62.2 When the Contractor to whom the contract is awarded by the District or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and subcontractor shall apply to the joint apprenticeship committee, administering the apprenticeship standards of the craft or trade in the area of the site of the public work, for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or subcontractor, shall arrange for the dispatch of apprentices to the Contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees, administering the apprenticeship standards of the crafts or trade in the area of the site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

- 62.3 Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- 62.4 The Contractor or subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or 20 working days. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by this section.
- "Apprenticeable craft or trade", as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this article when it finds that any one of the following conditions is met:
- .1 Unemployment for the previous three-month period in the area exceeds an average of 15 percent (15%), or
  - .2 The number of apprentices in training in such area exceeds a ratio of 1-to-5.
  - .3 There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - .4 Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeymen.
- 62.5 When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.



- 62.6 A Contractor to whom the contract is awarded or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of public work, to which fund or funds other Contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public works in the same amount or upon the same basis and in the same manner as the other Contractors do, but where the trust fund administrators are unable to accept the funds, Contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.
- 62.7 Prior to commencing work on the project, the Contractor and subcontractors shall submit contract award information to an applicable apprenticeship program 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 if requested. 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.
- 62.8 The responsibility of compliance with this article and Section 1777.5 for all apprenticeable occupations is with the prime Contractor.
- 62.9 All decisions of the joint apprenticeship committee under this article and Section 1777.5 are subject to Section 3081.
- 62.10 It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex or age, except as provided in Section 3077.
- 62.11 Pursuant to Section 1777.7, in the event a Contractor or subcontractor willfully fails to comply with the provisions of this article and Section 1777.5 of the Labor Code:
- .1 The Director of Industrial Relations shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
  - .2 A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of one hundred dollars (\$100) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.
  - .3 In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
  - .4 Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
  - .5 The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

ARTICLE 63. ASSIGNMENT OF ANTI-TRUST CLAIMS

- 63.1 Pursuant to Section 4551 of the Government Code, 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. Sec. 15) or under the Cartwright Act (Chapter 2(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, 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 judgement or settlement, a monetary recovery for cause of action assigned under Chapter 11 (commencing with Section 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.
- 63.2 Upon demand in writing by the assignor, the District shall, within one 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 (a) the District has not been injured thereby, or (b) the District declines to file a court action for the cause of action.

ARTICLE 64. WORKER'S COMPENSATION INSURANCE

- 64.1 The Contractor shall provide, during the life of this contract, worker's compensation insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide worker's compensation insurance for all the latter's employee. 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 Worker's Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers. Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code.

ARTICLE 65. STATE AUDIT

- 65.1 Pursuant to and in accordance with the provisions of Government Code Section 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.

ARTICLE 66. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- 66.1 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 67. MEDIATION AND ARBITRATION OF CLAIMS

- 67.1 Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the District, is a condition precedent to any action, proceeding, litigation, suit or demand for mediation or arbitration under these General Conditions.

67.2 Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20104) concerning the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are added to these General Conditions as follows.

Section 20104. Application of Article; Provision Included in Plans and Specifications.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

Section 20104.2. Claims; Requirements; Tort Claims Excluded.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her claim pursuant to subdivision (a) until the time that claim is denied, as a result of the meet and confer process including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Section 20104.4. Civil Actions; mediation and arbitration; trial de Novo; witnesses.

The following procedures are established for all civil actions filed to resolve claims subject to this article.

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees on of the other party arising out of a trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Section 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE 68. NON-DISCRIMINATION

68.1 In the performance of this Contract, Contractor agrees that it will not engage in nor permit such subcontractors as it may employ to engage in the unlawful discrimination against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act as set forth in Government Code Section 12900 et seq. and all applicable regulations promulgated thereunder, including all amendments thereto.

68.2 The Contractor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Contract or under any project, program, or activity supported by this Contract.

ARTICLE 69. ATTORNEY'S FEES

69.1 If either party to the contract commences an action against the other to enforce any of the terms of the Contract Documents or because of a breach by either party of any of the terms hereof, the prevailing party (as determined by the court, mediator, or arbitrator) shall be entitled to recover from the other party its reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action. The term "attorney's fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which shall include printing, photostating, duplicating and other expenses, air freight charges and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

END OF DOCUMENT



## DOCUMENT 00800

### SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The General Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

#### ARTICLE 2. DRAWINGS AND SPECIFICATIONS

Add the following paragraphs:

- 2.9 Specification Sections of Division 1 - General Requirements govern the execution of the work of all sections of the specifications.

#### ARTICLE 3. COPIES FURNISHED

Add the following paragraph:

- 3.2 Contractor will be furnished two copies of drawings and specifications free of charge.

#### ARTICLE 6. TIME FOR COMPLETION

Add the following paragraphs:

- 6.9 The work shall be commenced on or before the date stated in the District's Notice to Proceed, and shall be completed within One Hundred Twenty (120) consecutive calendar days. Construction delays caused by normal seasonal rainfall are included within the total number of calendar days specified and will not be considered as a reason for an extension of time. These conditions shall be wholly at the risk of the Contractor.
- 6.10 The amount of liquidated damages shall be One Thousand Five Hundred DOLLARS (\$1,500.00) per calendar day.

#### ARTICLE 8. CONTRACT SECURITY

Add the following paragraph:

- 8.5 All subcontractors providing goods and services in excess of \$15,000.00 shall furnish a performance bond indemnifying the Ripon Unified School District and the general contractor. Any subcontractor or vendor supplying material alone shall not be required to provide such bond. These performance bonds shall be reviewed by the Owner prior to the release of a signed subcontract from the general contractor authorizing work. The performance bond must meet the requirements of Code of Civil Procedure Section 995.120.

#### ARTICLE 15. WORKERS

Add the following paragraph:

- 15.5 The Contract between the Contractor and the District is subject to the provisions of Education Code, Section 45125.1. As stipulated in this section, the Contractor shall not permit an employee to come in contact with any students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Failure to comply with these provisions may result in the termination of this Contract. For any employee who may come in contact with students at any District site the Contractor shall perform the following:

- .1 Have two 8 x 8 inch fingerprint cards bearing the legible rolled and flat impressions of the employees' fingerprints together with a personal description of the applicant prepared by the local public law enforcement agency having jurisdiction in the area of the District, which agency shall then transmit the cards to the Department of Justice.
- .2 When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a felony as defined in Education Code Section 45122.1 or has been convicted of a violent or serious felony as defined in Section 45122.1, the department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail. For purposes of this paragraph, a violent felony is any felony listed in subdivision (c) of Penal Code Section 667.5 and a serious felony is any felony listed in subdivision (c) of Penal Code Section 1192.7.
- .3 Certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. The form for this purpose is included in the Contract Documents under provisions of Document 00626 and shall be submitted with the Agreement, Document 00524.
- .4 Provide a list of the names of its employees who may come in contact with students. The form for this purpose is included in the Contract Documents under provisions of Document 00626 and shall be submitted with the Agreement, Document 00524.
- .5 Pay all fees and costs which may be required to comply with the provisions of Education Code Section 45125.1 for this Contract.

#### ARTICLE 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Add the following paragraph:

- 17.4 All Contractors of any tier shall carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). All Contractors to have their CGL policies endorsed to name the Owner, the Architect and its consultants as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the Contractors. All Contractors shall furnish to the Owner and the Architect certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, all Contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Owner, the Architect and its consultants from and against any damages, liabilities or costs, including attorney's fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the Contractors.

Add the following schedule:

- 17.5 The insurance shall be written for not less than the following limits, or greater if required by law:

\*\*\*\*\*\$5,000,000.00\*\*\*\*\*

#### ARTICLE 26. SHOP DRAWINGS

Add the following paragraph:

- 26.5 Section 01330 of the Specifications sets forth additional shop drawing requirements which shall govern when in conflict with provision of the proceeding paragraph of this Article.



## ARTICLE 29. PAYMENTS

Add the following paragraph:

29.13 In addition to the provisions for partial payment made in the preceding paragraphs of this Article the District may make partial payments for mobilization costs, as defined by Public Contract Code, Section 10104 and Section 10264, not to exceed the following:

- .1 When 5% of the original contract amount is earned, 50% of the amount bid for mobilization, or 5% of the original contract amount, whichever is lesser, may be paid.
- .2 When 10% of the original contract amount is earned, 75% of the amount bid for mobilization or 7.5% of the original contract amount, whichever is lesser, may be paid.
- .3 When 20% of the original contract amount is earned, 95% of the amount bid for mobilization, or 9.5% of the original contract amount, whichever is lesser, may be paid.
- .4 When 50% of the original contract amount is earned, 100% of the amount bid for mobilization, or 10% of the original contract amount, whichever is lesser, may be paid.
- .5 Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10% of the original contract amount will be paid.

## ARTICLE 57. SUBSTITUTIONS

Add the following paragraph:

57.4 Section 01630 of the specifications sets forth additional requirements for the submittal of a substitution request.

## ARTICLE 59. WAGE RATES

Add the following paragraphs:

59.11 In accordance with Labor Code Section 1725.5, a Contractor or any Subcontractor must be registered pursuant to this section with the Department of Industrial Relations in a manner prescribed by the department and pay an initial non-refundable application fee of \$300.00 to qualify for registration under this section and an annual renewal fee on or before July 1 st each year thereafter. This registration fee is not related to any specific project but rather is an annual fee that applies to all Contractors and Sub-Contractors who intend to bid on or perform work on a Public Works Project. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3 of the Labor Code. Further information may be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Contractors and Subcontractors shall apply and pay the fee on line and must meet minimum qualifications to be registered as eligible to work on public works:

1. Must have workers' compensation coverage for any employee that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the Contractor will employ to perform Work that is subject to prevailing wage requirements other than a Contractor who is separately registered under this section.
2. Contractor must be licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
3. Must have no delinquent liability to an employee or the State for any assessment of back wages, or related damages, interest, fines or penalties pursuant to any final judgment, order or determination by a court or local administrative agency. However, Contractor shall not be disqualified for any judgment, order or determination that is under appeal.

4. The Contractor is not currently under debarment under Section 1777.1 or under any other federal or State law providing for the debarment of Contractors from public works.
  5. The Contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with Section 1725.5, within the preceding 12 months, or since the effective date of July 1, 2014 for these requirements. For a Contractor found in violation of this paragraph only, the period of disqualification shall be waived if: (i) the Contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the Contractor pays an additional non-refundable penalty registration fee of \$2,000.00
- 59.12 In accordance with Labor Code Section 1771.4, The Department of Industrial Relations will initiate and enforce compliance with applicable prevailing wage requirements of this project. The Contractor and Subcontractors of any tier shall submit monthly electronic payroll reports directly to the Compliance Monitoring Unit (CMU).
- 59.13 In accordance with California Code of Regulations, Title 8, Section 16451, the Contractor shall post a notice containing the following language:

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: Obtain by DLSE Web Site: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm)

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/HowToFileWageClaim.html](http://www.dir.ca.gov/dlse/HowToFileWageClaim.html)."

Add the following Article:

ARTICLE 70. DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) PARTICIPATION

- 70.1 In Accordance with Education Code Section 17076.11, the District has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall amount of funds expended for construction or modernization.
- 70.2 Prior to, and as a condition precedent to final payment under this Contract, the Contractor shall provide documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises (DVBE) in conjunction with this Contract in order for the District to assess its success at meeting its goal of 3 percent participation by Disabled Veteran Business Enterprises (DVBE). The forms for this purpose are included under the provisions of Document 00629, and shall be submitted at the time of Substantial Completion.

END OF DOCUMENT

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Not Used

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Not Used

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Not Used

**DIVISION 7 THERMAL AND MOISTURE PROTECTION**

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Not Used

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Not Used

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Not Used

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Not Used

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Not Used

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Not Used

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Not Used

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DIVISION 16 ELECTRICAL

Not Used

**MISCELLANEOUS:**

Not Used

## SECTION 01110

### SUMMARY OF WORK

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Work Included.
- B. Work under separate contracts.
- C. Work by Owner.
- D. Owner furnished products.
- E. Contractor use of site.
- F. Work Sequence.
- G. Owner occupancy.
- H. Work restrictions.

##### 1.2 WORK INCLUDED

- A. Work of this Contract comprises general construction of bleachers, press box & related sitework located at 301 North Acacia Avenue, Ripon, CA 95366 for Ripon Unified School District, Owner.
- B. Construct the work under a single lump sum contract.

##### 1.3 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. Coordinate the Work of this Contract with work performed under separate contracts.

##### 1.4 WORK BY OWNER

- A. Items noted "NIC" (Not In Contract) will be furnished and installed by Owner.

##### 1.5 OWNER FURNISHED PRODUCTS

- A. Items noted "OFCI" (Owner-Furnished Contractor Installed) will be furnished by Owner and installed by Contractor.
- B. Items noted "OFOI" (Owner-Furnished Owner Installed) will be furnished by Owner and installed by Owner.
- C. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples to Contractor.
  - 2. Arrange and pay for Product delivery to site.
  - 3. On delivery, inspect Products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturer's warranties, inspections, and service.

D. Contractor's Responsibilities:

1. Review Owner reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload Products at site; inspect for completeness or damage, jointly with Owner.
3. Handle, store, install and finish Products.
4. Repair or replace items damaged after receipt.

1.6 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:

1. Owner occupancy.
2. Use of site and premises by public.

1.7 OWNER OCCUPANCY

- A. Full Owner Occupancy: Owner will occupy entire site and premises during entire construction period for conduct of his normal operation.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
- C. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
- D. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
- E. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.
- F. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage.
- G. Perform the Work so as not to interfere with Owner's day-to-day operations.
- H. Maintain existing exits, unless otherwise indicated.
- I. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours, Monday through Friday, except as otherwise indicated or required to conform to construction schedule and labor codes.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted to do so and then only after arranging to provide temporary utility services according to requirements indicated.
  1. Notify Architect not less than 5 days in advance of proposed utility interruptions. Do not proceed with utility interruptions without Architect's permission.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION



## **SECTION 01200**

### **PRICE AND PAYMENT PROCEDURES**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Schedule of Values.
- B. Application for Payment.
- C. Defect assessment.
- D. Non-payment for rejected work.
- E. Change procedures.

##### **1.2 SCHEDULE OF VALUES**

- A. Submit Schedule of Values for approval in duplicate within fourteen days after receipt of Notice to Proceed.
- B. Format: Submit typed schedule based upon the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.
- C. Include in each line item, the amount of Allowances specified in this Section.
- D. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, on continuation sheet, with each Application For Payment.

##### **1.3 APPLICATIONS FOR PAYMENT**

- A. Submit six copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA Form G703 Continuation Sheet.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Application Times: The date for each progress payment is indicated in the General Conditions of the Contract.
- D. Payment Application Periods: The period of construction covered by each application for payment is the period indicated in the General Conditions of the Contract.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents. Architect will return incomplete applications without action.
- F. Waiver of Stop Notices: With each application for payment, submit waivers of stop notices from subcontractors for construction period covered by previous application.
- G. Final Payment: As specified in the General Conditions of the Contract and in Section 01 77 00 - Closeout Procedures.
- H. Refer to the General Conditions of the Contract for additional payment provisions.

##### **1.4 DEFECT ASSESSMENT**

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct one of the following remedies:
  - 1. The defective Work may remain, but the listed schedule of value will be adjusted to a new value at the discretion of the Architect.
  - 2. The defective Work will be partially repaired to the instructions and satisfaction of the Architect and the listed schedule of value will be adjusted to reflect a new value at the discretion of the Architect.

#### 1.5 NON-PAYMENT FOR REJECTED WORK

- A. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined to be unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required work.
  - 5. Products remaining on hand after completion of the work.
  - 6. Loading, hauling and disposing of rejected products.

#### 1.6 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201 Article 7.4 on AIA Form G710 Architect's Supplemental Instructions.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Proposal Requests are for information only and are not to be considered instructions to stop the work or to execute the proposed change. Contractor will prepare and submit a detailed estimate within 14 days.
- C. Any change in the Work which involves the adjustment to contract sum/price or contract time shall be properly certified by the Contractor as indicated in the General Conditions of the contract.
- D. The Contractor may propose a change by submitting a Change Order Request to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
- E. Stipulated Sum Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's Change Order Request as approved by Architect.
- F. Time and Material/Force Account Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the General Conditions of the Contract.
- G. Maintain detailed records of work done on Time and Material/Force Account basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work as indicated in the General Conditions of the Contract.
- H. Construction Change Directive: Architect may issue a directive, signed by the Owner and Architect, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time. Promptly execute the change.
- I. Change Order Forms: AIA G701 Change Order.
- J. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the General Conditions of the Contract.

- K. All addenda (changes and/or revisions prior to award of contract) and construction changes (changes and revisions after award of contract) shall be approved by the Architect and the Division of the State Architect prior to start of construction covered by those changes and/or revisions in accordance with the requirements of Title 24 of the California Code of Regulations, Part 1, Section 4-338.
- L. 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.
- M. Promptly revise progress schedules to reflect any changes in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change and resubmit.
- N. Promptly enter changes in Project Record Documents.

## 2. PART 2 PRODUCTS

Not Used

## 3. PART 3 EXECUTION

Not Used

END OF SECTION

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## SCHEDULE OF VALUES FORMAT\*

Project: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date: \_\_\_\_\_

Item Description	Amount
1. Mobilization and initial expenses	
2. General Conditions	
Temporary Utilities	
Engineering Layout	
Temporary Construction/Dust Control	
General Clean Up/Trash Removal	
Project Manager/Supervision/Truck	
Rental Equipment	
3. Bonds and Insurance	
4. SITE WORK	
Demolition/Removal	
Site	
Building(s)	
Site Preparation	
Earthwork	
Site Improvements	
Concrete Paving	
Chain Link Fences/Gates	
Site Utilities	
Electrical Site Service/Lighting	
5. FOUNDATIONS	
Special Foundations	
Other	
6. EQUIPMENT	
Athletic	
Bleachers	
Press Box	

Item Description	Amount
7. ELECTRICAL	
Distribution	
Lighting and Power	
Special Systems	
Alarm System	
Communications	
Emergency System	
Other	
TOTAL COST	\$ _____

\*The above categories may be subdivided and items added if the overall order remains the same and the subtotal cost for each category complies with the format as shown. Items not applicable to a particular job may be deleted from this list. Overhead and profit shall be a combined mark up and added proportionally to each line item.

## **SECTION 01310**

### **PROJECT MANAGEMENT AND COORDINATION**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Coordination.
- B. Preconstruction conference.
- C. Progress meetings.
- D. Request for Information (RFIs).
- E. Preinstallation conferences.
- F. Post construction dedication.

##### **1.2 DEFINITIONS**

- A. RFI - Request from Contractor seeking additional information, interpretation or clarification of the Contract Documents.

##### **1.3 COORDINATION**

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate construction operations of the different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
- C. Prior to commencement of a particular type or kind of work examine relevant information, contract documents and subsequent data issued to the project.
- D. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating or installing any of the elements required to be coordinated.
- H. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- I. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owners occupancy.
- J. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

- K. Coordinate all utility company work in accordance with the General Conditions.
- L. Coordinate field engineering with the provisions of Section 01 73 00.

#### 1.4 PRECONSTRUCTION CONFERENCE

- A. Architect will schedule a conference immediately after receipt of fully executed contract documents prior to project mobilization.
- B. Mandatory Attendance: Owner, Owner's Resident Inspector, Architect, Contractor, Contractor's Project Manager and Contractor's Job Superintendent.
- C. Optional Attendance: Architect's consultants, subcontractors and utility company representatives.
- D. Architect will preside at conference, record minutes and distribute copies.
- E. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Issue Notice to Proceed.
  - 3. Submission of executed bonds and insurance certificates.
  - 4. Distribution of Contract Documents.
  - 5. Federal and State labor law requirements applicable to Contract.
  - 6. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 7. Designation of responsible personnel representing the parties.
  - 8. Procedures and processing of RFIs, field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders and Contract closeout procedures.
  - 9. Procedures for testing and inspection.
  - 10. Scheduling.
  - 11. Critical work sequence and long lead items.
  - 12. Work restrictions and working hours.
  - 13. Progress meetings.
  - 14. Use of site.
  - 15. Storage.
  - 16. Authorities having jurisdiction over project.
  - 17. Owner occupancy requirements.
  - 18. [Construction waste management.]
  - 19. Preparation of Record Drawings.
  - 20. Security.
  - 21. Parking availability.



## 1.5 PROGRESS MEETINGS

- A. Architect will schedule and administer meetings throughout progress of the Work at maximum twice a month [ ] intervals.
- B. Architect will make arrangements for meetings, prepare agenda, preside at meetings, record minutes (Field Reports), and distribute copies.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Owner's Inspector, and Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings. (Field Reports)
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems which impede planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Requests For Information (RFIs).
  - 7. Status of Proposal Requests (PRs).
  - 8. Status of Change Order Requests (CORs).
  - 9. Status of Change Orders (COs).
  - 10. Review of off-site fabrication and delivery schedules.
  - 11. Maintenance of construction schedule.
  - 12. Corrective measures to regain projected schedules.
  - 13. Planned progress during succeeding work period.
  - 14. Coordination of projected progress.
  - 15. Maintenance of quality and work standards.
  - 16. Effect of proposed changes on progress schedule and coordination.
  - 17. Other business relating to Work.

## 1.6 REQUEST FOR INFORMATION (RFI'S)

- A. Procedure: Immediately on discovery of the need for additional information, interpretation of the Contract Documents, and if not possible to request interpretation at Progress Meeting, prepare and submit an RFI in the form specified.
  - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
  - 3. Each RFI shall address only one subject matter.

- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Date.
  2. Project name.
  3. Owner's name.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. Specification Section number and title and related paragraphs, as appropriate.
  8. Drawing number and detail references, as appropriate.
  9. Field dimensions and conditions, as appropriate.
  10. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  11. Contractor's signature.
  12. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Attachments shall be electronic files in a format that will allow electronic editing by the Architect.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow fifteen days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. If the RFI is required to be forwarded to a consultant, subconsultant, or Owner for a response, the response time will be twenty five days.
1. The following RFIs will be returned without action:
    - (a) Requests for approval of submittals.
    - (b) Requests for approval of substitutions.
    - (c) Requests for information already indicated in the Contract Documents.
    - (d) Requests for coordination information which is the responsibility of the Contractor.
    - (e) Requests for adjustments in the Contract Time or the Contract Sum.
    - (f) Requests for interpretation of Architect's actions on submittals and substitutions.
    - (g) Incomplete RFIs or RFIs with numerous errors.
  2. Architect's action may include a request for additional information, in which case Architect's allowable time for response will start again.
  3. Architect's review of or response to RFIs shall not constitute an approval, direction, or procedure related to construction means, methods, techniques, sequences, or procedures of Contractor.

4. Architect's review of or response to RFIs shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures or methodology of Contractor.
5. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Order Request according to Division 01 Section 01 20 00 - Price and Payment Procedures.
  - (a) If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
  - (b) Under no circumstances is the Architect's review of or response to RFIs to be considered an authorization to depart from the Contract Documents or an authorization to perform extra work.
- F. On receipt of Architect's action immediately distribute the RFI response to affected parties.
- G. Review response and notify Architect within three days if Contractor disagrees with response.

#### 1.7 PREINSTALLATION CONFERENCES

- A. When required in individual specification Section, convene a preinstallation conference prior to commencing work of the Section. Refer to individual specification section for timing requirements of conference.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify Architect a minimum of seven days in advance of meeting date.
- D. Preinstallation conference to coincide with regularly scheduled progress meeting.
- E. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants.
- F. Agenda:
  1. Review of Contract Documents.
  2. Manufacturer's recommendations.
  3. Status of submittals.
  4. Schedule of work activities.
  5. Deliveries of materials and equipment.
  6. Sequence of operation.
  7. Interface requirements.
  8. Access.
  9. Site utilization.
  10. Tests and inspections.
  11. Temporary facilities and controls.
  12. Quality and work standards.
- G. Preinstallation Schedule:
  1. Section 13125 - Permanent Grandstands Leg Truss Design

#### 1.8 POST CONSTRUCTION DEDICATION

- A. Attendance Required: Project superintendent, project manager, major subcontractors, Owner and Architect.
- B. Preparation prior to Dedication:
  - 1. Assist Owner in operation of mechanical systems.
  - 2. Verify operation and adjust controls for communication systems.
  - 3. Assist Owner in operation of lighting systems.

#### 2. PART 2 PRODUCTS

Not Used

#### 3. PART 3 EXECUTION

Not Used

END OF SECTION

## **SECTION 01329**

### **CONSTRUCTION SCHEDULE - BAR CHART**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. References.
- B. Performance requirements.
- C. Qualifications.
- D. Quality Assurance.
- E. Project record documents.
- F. Submittals.
- G. Review and evaluation.
- H. Format.
- I. Cost and schedule reports.
- J. Early work schedule.
- K. Construction schedule.
- L. Short interval schedule.
- M. Requested time adjustment schedule.
- N. Recovery schedule.
- O. Updating schedules.
- P. Distribution.

##### **1.2 REFERENCES**

- A. Construction Planning and Scheduling Manual - A Manual for General Contractors and the Construction Industry, The Associated General Contractors of America (AGC).
- B. National Weather Service - Local Climatological Data.

##### **1.3 PERFORMANCE REQUIREMENTS**

- A. Ensure adequate scheduling during construction activities so work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
- B. Ensure coordination of Contractor and subcontractors at all levels.
- C. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of materials and equipment.
- D. Ensure on-time delivery of Owner furnished materials and equipment.
- E. Ensure coordination of jurisdictional reviews.
- F. Assist in preparation and evaluation of applications for payment.

- G. Assist in monitoring progress of work.
- H. Assist in evaluation of proposed changes to Contract Time.
- I. Assist in evaluation of proposed changes to Construction Schedule.
- J. Assist in detection of schedule delays and identification of corrective actions.

#### 1.4 QUALIFICATIONS

- A. Scheduler: Personnel with 3 years minimum experience in scheduling construction work of a complexity and size comparable to this Project.
- B. Administrative Personnel: 3 years minimum experience in using and monitoring schedules on comparable projects.

#### 1.5 QUALITY ASSURANCE

- A. Perform work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- B. In the event of discrepancy between the AGC publication and this section, provisions of this section shall govern.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. Submit record documents under provisions of Section 01770.
- B. Submit one electronic file and three copies of final Record Construction Schedule which reflects actual construction of this Project.
- C. Record schedule shall be certified for compliance with actual way project was constructed.
- D. Receipt of Record Construction Schedule shall be a condition precedent to any retainage release or final payment.

#### 1.7 SUBMITTALS

- A. Submit under provisions of Section 01330.
- B. Within 7 days from the Notice of Award submit proposed Early Work Schedule and preliminary Cost Report defining activities for first 60 days of Work.
- C. Within 45 days from the Notice of Award submit proposed Construction Schedule and final Cost Report.
- D. Submit updated Construction Schedule at least 10 days prior to each Application for Payment.
- E. Submit Short Interval Schedule at each Construction Progress Meeting.
- F. Submit Time Adjustment Schedule within 10 days of commencement of a claimed delay.
- G. Submit Recovery Schedules as required by completion of work.
- H. Submit one electronic file and three copies of each schedule and cost report.

#### 1.8 REVIEW AND EVALUATION

- A. Early Work Schedule shall be reviewed during Preconstruction Conference with Owner and Architect.
- B. Within 5 days of receipt of Owner and Architect's comments provide satisfactory revision to Early Work Schedule or adequate justification for activities in question.

- C. Acceptance by Owner of corrected Early Work Schedule shall be a condition precedent to making any progress payments for first 60 days of Contract.
- D. Cost loaded values of Early Work Schedule shall be a basis for determining progress payments during first 60 days of Contract.
- E. Participate in joint review of Construction Schedule and Reports with Owner and Architect.
- F. Within 7 days of receipt of Owner and Architect's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.
- G. In the event that an activity or element of work is not detected by Owner or Architect review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.
- H. Acceptance by Owner of corrected Construction Schedule shall be a condition precedent to making any progress payments after first 60 days of Contract.
- I. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.
- J. Review and acceptance by Owner and Architect of Early Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, or cost loading stated or implied on schedules.

#### 1.9 FORMAT

- A. Shall be fully developed horizontal bar-chart-type schedule prepared under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.
- B. Provide separate bar for each activity or operation.
- C. Activity shall not have a duration longer than 14 days or a value over \$20,000.00 except non-construction activities for procurement and delivery.
- D. Prepare schedule on sheet of sufficient width to clearly show data.
- E. Provide continuous heavy vertical line identifying first day of week.
- F. Provide continuous subordinate vertical line identifying each day of week.
- G. Identify activities by number, description, and cost.
- H. Show each activity in proper sequence.
- I. Indicate graphically sequences necessary for related activities.
- J. Provide legend of symbols and abbreviations used.

#### 1.10 COST AND SCHEDULE REPORTS

- A. Activity Analysis: Tabulate each activity and identify for each activity:
  - 1. Description.
  - 2. Interface with outside contractors or agencies.
  - 3. Duration.
  - 4. Start date.
  - 5. Finish date.

6. Actual start date.
7. Actual finish date.
8. Monetary value keyed to Schedule of Values.
9. Responsibility.
10. Percentage complete.
11. Variance positive or negative.

B. Cost Report: Tabulate each activity and identify for each activity:

1. Description.
2. Total cost.
3. Percentage complete.
4. Value prior to current period.
5. Value this period.
6. Value to date.

#### 1.11 EARLY WORK SCHEDULE

- A. Shall establish scope of work to be performed during the first 60 days of Contract.
- B. Shall contain the following phases and activities:
  1. Procurement activities to include mobilization, shop drawings and sample submittals.
  2. Identification of key and long-lead elements and realistic delivery dates.
  3. Construction activities in units of whole days limited to 14 days for each activity except non-construction activities for procurement and delivery.
  4. Approximate cost and duration of each activity.
- C. Shall contain seasonal weather considerations. Seasonal rainfall shall be 10 year average for the month as evidenced by Local Climatological Data obtained from U.S. National Weather Service.
- D. Activities shall be incorporated into Construction Schedule.
- E. No application for payment will be evaluated or processed until Early Work Schedule has been submitted and reviewed.
- F. Shall be updated on a monthly basis while Construction Schedule is being developed.
- G. Failure to submit an adequate or accurate Early Work Schedule or failure to submit on established dates will be considered a substantial breach of Contract.

#### 1.12 CONSTRUCTION SCHEDULE

- A. Shall include Early Work Schedule as first 60 days of Construction Schedule.
- B. Shall be a fully developed horizontal bar-chart-type schedule.
- C. Shall indicate a completion date for project that is no later than required completion date.



- D. Conform to mandatory dates specified in the contract documents.
- E. Should schedule indicate a completion date earlier than any required completion date, Owner or Architect shall not be liable for any costs should project be unable to be completed by such date.
- F. Seasonal weather shall be considered in planning and scheduling of all work. Seasonal rainfall shall be 10 year average for the month as evidenced by Local Climatological Data obtained from U.S. National Weather Service.
- G. Provide sub-schedules to define critical portions of entire schedule.
- H. Indicate procurement activities, delivery and installation of Owner furnished material and equipment.
- I. Level of detail shall correspond to complexity of work involved.
- J. As developed shall show sequence of activities required for complete performance of Work.
- K. Shall be logical and show a coordinated plan of Work.
- L. Show order of activities. Include specific dates of completion.
- M. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
- N. Failure to include any activity shall not be an excuse for completing all work by required completion date.
- O. An activity shall meet the following criteria:
  - 1. Any portion or element of work, action, or reaction that is precisely described, readily identifiable, and is a function of a logical sequential process.
  - 2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
  - 3. Responsibility shall be identified with a single performing entity.
  - 4. Additional codes shall identify building, floor, bid item and CSI classification.
  - 5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
- P. For major equipment and materials show a sequence of activities including:
  - 1. Preparation of shop drawings and sample submissions.
  - 2. Review of shop drawings and samples.
  - 3. Finish and color selection.
  - 4. Fabrication and delivery.
  - 5. Erection or installation.
  - 6. Testing.
- Q. Include a minimum of 15 days prior to completion date for punch lists and clean up. No other activities shall be scheduled during this period.

#### 1.13 SHORT INTERVAL SCHEDULE

- A. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
- B. Prepare schedule on sheet of sufficient width to clearly show data.
- C. Identify activities by same description as Construction Schedule.
- D. Show each activity in proper sequence.
- E. Indicate graphically sequences necessary for related activities.
- F. Indicate activities completed or in progress for previous 2 week period.
- G. Indicate activities scheduled for succeeding 2 week period.
- H. Further detail may be added if necessary to monitor schedule.

#### 1.14 REQUESTED TIME ADJUSTMENT SCHEDULE

- A. Updated Construction Schedule shall not show a completion date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
- B. If an extension of time is requested a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to Owner and Architect.
- C. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of work.
- D. Extension request shall include forecast of project completion date and actual achievement of any dates listed in Agreement.
- E. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
- F. Schedule shall be a fully developed horizontal bar-chart-type schedule.
- G. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
- H. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time.
- I. Activity delays shall not automatically constitute an extension of Contract Time.
- J. Failure of subcontractors shall not be justification for an extension of time.
- K. Extensions will be granted only to extent that time adjustments extend Contract completion date.
- L. Owner shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
- M. Owner shall not be responsible or liable for any construction acceleration due to failure of Owner to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.
- N. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within 10 days after commencement of a delay it is mutually agreed that delay does not require a Contract time extension.

#### 1.15 RECOVERY SCHEDULE

- A. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
- B. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule.
- C. Maximum duration shall be one month and shall coincide with payment period.
- D. Ten days prior to expiration of Recovery Schedule verification to determine if activities have regained compliance with Construction Schedule will be made. Based upon this verification the following will occur:
  - 1. Supplemental Recovery Schedule will be submitted to address subsequent payment period.
  - 2. Construction Schedule will be resumed.

#### 1.16 UPDATING SCHEDULES

- A. Review and update schedule at least 10 days prior to submitting an Application for Payment.
- B. Approved change orders which affect schedule shall be identified as separate new activities.
- C. Change orders of less than \$20,000.00 value or less than 3 days duration need not be shown unless completion date is affected.
- D. Maintain schedule to record actual prosecution and progress.
- E. No other revisions shall be made to schedule unless authorized by Owner.
- F. Provide narrative Progress Report at time of schedule update which details the following:
  - 1. Activities or portions of activities completed during previous reporting period.
  - 2. Actual start dates for activities currently in progress.
  - 3. List of major construction equipment used during reporting period and any equipment idle.
  - 4. Number of personnel by craft engaged on Work during reporting period.
  - 5. Progress analysis describing problem areas.
  - 6. Current and anticipated delay factors and their impact.
  - 7. Proposed corrective actions for Recovery Schedule.
  - 8. Proposed modifications, additions, deletions and changes in Construction Schedule.
- G. Schedule update will form basis upon which progress payments will be made.
- H. Owner will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

#### 1.17 DISTRIBUTION

- A. Following joint review and acceptance of updated schedules distribute copies to Owner, Architect, and all other concerned parties.
- B. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION

## **SECTION 01330**

### **SUBMITTAL PROCEDURES**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Related submittals.
- B. Architect's digital data files.
- C. Proposed products list.
- D. Processing time.
- E. Submittal review.
- F. Submittal procedures - paper submittals.
- G. Shop drawings - paper submittals.
- H. Submittal procedures - electronic submittals.
- I. Shop drawings - electronic submittals.
- J. Product data.
- K. Samples.
- L. Manufacturers' instructions.
- M. Manufacturers' certificates.
- N. Submittal schedule.

##### **1.2 RELATED SUBMITTALS**

- A. Progress Payments: Section 01200 - Price and Payment Procedures.
- B. Schedule of Values: Section 01200 - Price and Payment Procedures.
- C. Coordination Drawings: Section 01310 - Project Management and Coordination.
- D. Construction Schedule: Section 01329 - Construction Schedule - Bar Chart.
- E. Tests and Inspections: Section 01458 – Testing Laboratory Services.
- F. Waste Reduction Progress Reports: Section 01524 - Construction Waste Management.
- G. Substitutions: Section 01630 – Product Substitution Procedures.
- H. Certified Final Property Survey: Section 01730 – Execution Requirements.
- I. Closeout Procedures: Section 01770 – Closeout Procedures.
- J. The General Conditions set forth additional requirements for submittals.

### 1.3 ARCHITECT'S DIGITAL DATA FILES

- A. Upon written request, Architect's electronic CAD files will be provided for use in connection with preparation of shop drawings subject to the acceptance of the Architect's standard terms and conditions for electronic file transfer.

### 1.4 PROPOSED PRODUCTS LIST

- A. Within fourteen days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, model number, and designated specification section of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

### 1.5 PROCESSING TIME

- A. Time period for review of submittals will commence upon receipt of submittal by Architect.
- B. Initial Review: Allow ten working days for each submittal.
- C. Resubmittal Review: Allow ten working days for each resubmittal.
- D. Sequential Review: Allow fifteen working days for initial and resubmittal review of each submittal where review is required by Architect's consultant's, Owner or other parties indicated.

### 1.6 SUBMITTAL REVIEW

- A. The Architect's review is only for general conformance with design concept and Contract requirements. Contractor is responsible for compliance with Contract Documents, dimensions, quantities, fit and coordination with other Work. Review does not authorize substitutions, exclusions and limitations to Contract requirements unless specifically requested by Contractor and acknowledged by Architect.
- B. Definitions for submittal review:
  - 1. Review Completed - Do Not Resubmit: The Work covered by the submittal has been reviewed by the Architect and may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
  - 2. Revise as Noted - Do Not Resubmit: The Work covered by the submittal has been reviewed by the Architect and may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
  - 3. Revise as Noted - Resubmit for Record: The Work covered by the submittal has been reviewed by the Architect and the submittal is to be revised according to the Architect's notations and corrections and a new submittal is to be made. Do not proceed with the Work covered by the submittal. Once the revised submittal is received it will be reviewed again by the Architect and retained as the record submittal. Once reviewed, the Work may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
  - 4. Not Acceptable - Make New Submittal: Do not proceed with the Work covered by the submittal. Prepare a new submittal that complies with the Contract Documents. Once the revised submittal is received it will be reviewed again by the Architect. Once reviewed, the Work may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
  - 5. Comment Box / Line: This line is for the Architect to take other action as may be appropriate for the actual submittal made. Notations may include a request for additional items or a statement regarding the submittal. This area can also be used in conjunction with other boxes that have been marked.

## 1.7 SUBMITTAL PROCEDURES - PAPER SUBMITTALS

- A. Transmit each submittal in conformance with requirements of this section.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphanumeric suffix.
- C. Identify Project and Architect's project number, Contractor, Subcontractor or supplier; pertinent Drawing and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature will be returned without review.
- E. Schedule submittals to expedite the Project, and deliver to Architect at 1110 Iron Point Road, Suite 200, Folsom, CA 95630, (916) 355-9922. Coordinate submission of related items.
- F. Make submittals in groups containing associated and related items to make sure that information is available for checking each item when it is received.
- G. Submittals for all items requiring color selection must be received before any will be selected.
- H. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- I. Make submittals in advance of scheduled dates for installation to allow specified time for review, revisions, and resubmission prior to final review and subsequent placement of orders.
- J. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit proper processing.
- K. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- L. Provide space for Contractor and Architect review stamps.
- M. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- O. Partial submittals will be considered non responsive and will be returned without review.
- P. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.
- Q. Architect will not review submittals that contain material data safety sheets (MSDS) and will return them for resubmittal.
- R. Substitutions will not be considered when they are indicated or implied on submittals without separate written request as required by provisions of Section 01630 - Product Substitution Procedures.

## 1.8 SHOP DRAWINGS - PAPER SUBMITTALS

- A. Submit six prints of each drawing. Four copies will be retained by Architect.
- B. Review comments will be shown on returned print. Contractor will make and distribute copies as required for his purpose.
- C. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01770 - Closeout Procedures.

- D. Do not reproduce Contract Documents or copy standard information and submit as shop drawings.
- E. Standard information prepared without specific reference to project requirements will not be considered a shop drawing.
- F. Do not use or allow others to use shop drawings which have been submitted and have been rejected.

#### 1.9 SUBMITTAL PROCEDURES - ELECTRONIC SUBMITTALS

- A. Transmit each electronic submittal in conformance with requirements of this section.
- B. Submittals for all items requiring color selections will not be accepted as an electronic submittal.
- C. Assemble complete submittal package into a single indexed Portable Document Format ( PDF ) file. File format licensed by Adobe Systems.
- D. Transmit electronic submittals as PDF files via Architect's Project Collaboration Site address or designated e mail address.
- E. Transmittal form for submittals shall be an electronic form acceptable to the Architect which identifies the Project, the Architect's project number, the Contractor, the Subcontractor or material supplier; pertinent Drawing and detail number(s), and specification Sections, as appropriate.
- F. Provide links enabling navigation to each item of submittal package.
- G. Name electronic submittal file with consistent project identifier composed of Architect's project number, Architect's alpha numeric file designation, and specification section number followed by sequential number. (e.g., 0920800-56-SUB - 06412-01.pdf )
- H. Resubmittals shall include an alphabetic suffix after initial point number. (e.g., 0920800-56-SUB – 06412-01-A.pdf)
- I. Resubmittals shall identify all changes made since previous submittal.
- J. Insert Contractor's review stamp to permanently record Contractor's action.
- K. Contractor's stamp shall be signed or initialed certifying that review, verification of Products required, field dimensions, adjacent work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- L. Submittals without Contractor's stamp and signature will be returned without review.
- M. Provide space for Architect's electronic review stamp.
- N. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- O. Make submittals in advance of scheduled dates for installation to allow specified time for review, revisions, and resubmission prior to final review and subsequent placement of orders.
- P. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit proper processing.
- Q. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- R. Contractor shall reproduce and distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- S. Partial submittals will be considered non responsive and will be returned without review.



- T. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.
- U. Architect will not review submittals that contain material data safety sheets (MSDS) and will return them for resubmittal.
- V. Substitutions will not be considered when they are indicated or implied on submittals without separate written request as required by provisions of Section 01630 - Product Substitution Procedures.

#### 1.10 SHOP DRAWINGS - ELECTRONIC SUBMITTALS

- A. Submit electronic copy of shop drawings in PDF format as specified in this section.
- B. Review comments will be indicated on reviewed document.
- C. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01770 - Closeout Procedures.
- D. Do not reproduce Contract Documents or copy standard information and submit as shop drawings.
- E. Standard information prepared without specific reference to project requirements will not be considered a shop drawing.
- F. Do not use or allow others to use shop drawings which have been submitted and have been rejected.

#### 1.11 PRODUCT DATA

- A. When specified in individual specification sections, submit copies of data for each product which Contractor requires.
- B. Submit six copies of product data made in paper format. Four copies will be retained by Architect.
- C. Electronic submittals for product data will comply with Article for electronic submittal procedures stated in this section.
- D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.
- E. Manufacturer's standard product data or catalogs that do not indicate materials or products that are specific to project will be returned without review.
- F. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01770 - Closeout Procedures.

#### 1.12 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Include identification on each sample, with full Project information.
- C. Submit the number of samples which Contractor requires, plus two which will be retained by Architect.
- D. Reviewed samples which may be used in the Work are indicated in individual specification Sections.
- E. Submittals for all items requiring color selection must be received before any will be selected.
- F. If a variation in color, pattern, texture or other characteristic is inherent within the material or product submitted, sample shall approximate limits of variation.

#### 1.13 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.

#### 1.14 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

### 2. PART 2 PRODUCTS

Not Used

### 3. PART 3 EXECUTION

Not Used

END OF SECTION

## SECTION 01351

### ALTERATION PROJECT PROCEDURES

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Products and installation for altering, patching and extending Work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.

##### 1.2 DEFINITIONS

- A. Protect and Maintain: To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.
- B. Repair: To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Repair also includes limited replacement to match existing, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.
- C. Replace: To duplicate and replace entire features with new material to match existing. Replacement includes the following conditions:
  - 1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
  - 2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
  - 3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.
- D. Remove: To detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- E. Remove and Salvage: To detach items from existing construction and deliver them to Owner.
- F. Remove and Reinstall: To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.
- G. Existing to Remain or Retain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.
- H. Match Existing: Material that matches existing materials, as much as possible, in species, cut, color, grain, and finish.

##### 1.3 SUBMITTALS

- A. If alternate methods and materials to those indicated are proposed for any work, provide written description of proposed methods and comparable products.
- B. Where existing conditions may be misconstrued as damage caused by alteration procedures submit evidence of adjacent construction before work begins.

## 2. PART 2 PRODUCTS

### 2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in product Sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspection and testing products where necessary, referring to existing Work as a standard.

## 3. PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for installation of new Work.
- B. Beginning of alteration Work means acceptance of existing conditions.

### 3.2 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

### 3.3 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- D. Install products as specified in individual Sections.

### 3.4 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, request instructions from Architect.

### 3.5 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/8 inch or more occurs, request instructions from Architect.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

- D. Fit work at penetrations of surfaces as specified in Section 01 73 29.

### 3.6 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

### 3.7 FINISHES

- A. Finish surfaces as specified in individual Product Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### 3.8 CLEANING

- A. Match samples of existing materials that have been cleaned and identified for acceptable cleaning levels.
- B. Avoid over cleaning to prevent damage to existing materials.

END OF SECTION



## SECTION 01423

### REFERENCE STANDARDS

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Definitions.
- B. Specification format and content.
- C. Industry standards.
- D. Codes and standards.
- E. Governing regulations/authorities.

##### 1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the General Conditions.
- B. 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.

##### 1.3 SPECIFICATION FORMAT AND CONTENT

- A. Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and master format numbering system.
- B. The sections are placed in the Project Manual in numeric sequence; however, this sequence is not complete and the Table of Contents of the specifications must be consulted to determine the total listing of sections.
- C. The section title is not intended to limit the meaning or content of the section, nor to be fully descriptive of the requirements specified therein.
- D. The organization of the specifications shall not control the division of the work among subcontractors or establish the extent of work to be performed by any trade.
- E. Specifications use certain conventions regarding style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are:
  - 1. Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable to maintain the context of the Contract Document indicated.
  - 2. Imperative and streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. Subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
  - 3. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

#### 1.4 INDUSTRY STANDARDS

- A. Except where Contract Documents include more stringent requirements, applicable construction industry standards shall apply as if bound into the Contract Documents to the extent referenced. Such standards are made part of Contract Documents by reference.
- B. Conform to reference standard by date of issue current on date for receiving bids except when a specific date is indicated.
- C. Where compliance with 2 or more standards is specified and where standards may establish different or conflicting requirements for quantities or quality levels, the more stringent, higher quality and greater quantity of work shall apply.
- D. The quantity or quality level shown or specified shall be the minimum provided or performed. Indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements.
- E. Each entity engaged in construction of the work is required to be familiar with industry standards applicable to its construction activity.
- F. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required activity, Contractor shall obtain copies directly from publication source.
- G. Trade associations names and titles of general standards are frequently abbreviated. Where such abbreviations are used in the Specifications or other Contract Documents, they shall mean the recognized trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the content of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.
- H. Refer to individual specification sections and related drawings for names and abbreviations of trade associations and standards applicable to specific portions of the work. In particular, refer to Division 15 for names and abbreviations applicable to mechanical work, and refer to Division 16 for names and abbreviations applicable to electrical work.
- I. 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.

#### 1.5 CODES AND STANDARDS

- A. Latest edition of pertaining ordinances, laws, rules, codes, regulations, standards, and others of public agencies having jurisdiction of the work are intended wherever reference is made in either the singular or plural to Code or Building Code except as otherwise specified, including but not limited to latest edition of those in the following listing.
  - 1. 2013 California Building Standards Administrative Code (CBSAC), California Code of Regulations (CCR), Title 24, Part 1
  - 2. 2013 California Building Code (CBC) California Code of Regulations (CCR) Title 24, Part 2 (2012 International Building Code (IBC) with California amendments)
  - 3. 2013 California Electrical Code (CEC) California Code of Regulations (CCR) Title 24, Part 3 (2011 National Electric Code (NEC) with California amendments)
  - 4. 2013 California Mechanical Code (CMC) California Code of Regulations (CCR) Title 24, Part 4 (2012 Uniform Mechanical Code (UMC) with California amendments)
  - 5. 2013 California Plumbing Code (CPC) California Code of Regulations (CCR) Title 24, Part 5 (2012 Uniform Plumbing Code (UPC) with California amendments)
  - 6. 2013 California Energy Code, California Code of Regulations (CCR) Title 24, Part 6



7. 2013 California Green Building Standards Code (CALGreen) California Code of Regulations (CCR) Title 24, Part 11.
8. 2013 State Referenced Standards Code (CRSC) California Code of Regulations (CCR) Title 24, Part 12
9. 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design. (ADAS)

#### 1.6 GOVERNING REGULATIONS/AUTHORITIES

- A. Authorities having jurisdiction have been contacted where necessary to obtain information for preparation of Contract Documents. Contact authorities having jurisdiction directly for information having a bearing on the work.
- B. Comply with all federal, state and local laws, ordinances, rules and regulations indicated and which bear on the conduct of the work.

#### 2. PART 2 PRODUCTS

Not Used

#### 3. PART 3 EXECUTION

Not Used

END OF SECTION



## SECTION 01450

### QUALITY CONTROL

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Interpretation of requirements.
- B. Quality assurance and control of installation.
- C. Tolerances.
- D. Field samples.
- E. Mock-up.
- F. Manufacturers' field services and reports.

##### 1.2 INTERPRETATION OF REQUIREMENTS

- A. 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.
- B. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation shall comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.
- C. Where codes or specified standards indicate higher standards, more stringent tolerances or more precise workmanship than levels shown or specified, comply with most stringent requirements.
- D. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

##### 1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. 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.
- E. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- F. Comply fully with manufacturers' instructions, including each step in sequence.
- G. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

- H. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

#### 1.4 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturer's tolerance conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been reviewed by Architect.

#### 1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. 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, test, adjust, and balance of equipment and other field services as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 15 days of observation to Architect for review.

### 2. PART 2 PRODUCTS

Not Used

### 3. PART 3 EXECUTION

#### 3.1 GENERAL INSTALLATION

- A. Comply with requirements specified in Section 01730.

#### 3.2 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that 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 that utility services are available, of the correct characteristics, and in the correct locations.

### 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 any new material or substance in contact or bond.

END OF SECTION

## SECTION 01458

### TESTING LABORATORY SERVICES

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Selection and payment.
- B. Contractor submittals.
- C. Laboratory responsibilities.
- D. Laboratory reports.
- E. Limits on testing laboratory authority.
- F. Contractor responsibilities.
- G. Schedule of inspections and tests.
- H. Test and inspection form.

##### 1.2 REFERENCES

- A. ASTM C140 - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
- B. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- C. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- D. CBC - California Building Code, Title 24, Part 2 of the California Code of Regulations (CCR).
- E. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section.
- F. IR - Interpretation of Regulation Documents, Division of the State Architect.

##### 1.3 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing laboratory to perform specified inspection and testing as specified by Owner's testing laboratory.
- B. Owner will pay cost of testing and inspection except the following for which the Contractor shall reimburse the Owner through deductive change order:
  - 1. Any retesting and sampling required due to failure of original test.
  - 2. Any testing and inspection required to be performed that requires testing laboratory or agency to perform services outside the state of California.
  - 3. Concrete design mix.
  - 4. Additional testing expenses caused by failure of the Contractor to adhere to construction schedule or caused by failure of the Contractor to give proper advanced notice or caused by Contractor delay.
- C. Contractor shall employ and pay for services required to perform specified inspection and testing specified as Contractor responsibility.

- D. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

#### 1.4 QUALITY ASSURANCE

- A. Comply with requirements of ASTM E329 and ASTM D3740.
- B. Laboratory Staff: Maintain a full time registered engineer on staff to review services.
- C. Testing Equipment: Capable of performing tests required calibrated at reasonable intervals with devices acceptable to the National Bureau of Standards.
- D. All testing agency management, laboratory, and field supervisory personnel shall have at least five years experience in the inspection and testing of work and materials of construction.
- E. Testing laboratory shall maintain a current letter of acceptance issued by the Division of the State Architect (DSA) demonstrating that it has met the criteria established by the Division of the State Architect for performance of inspection work and testing of materials. Laboratory to furnish copy of acceptance letter upon request.

#### 1.5 OWNER'S TESTING LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by Inspector.
- B. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
- F. Perform additional inspections and tests required by Architect.
- G. Attend preconstruction conferences and progress meetings when requested by Architect.

#### 1.6 LABORATORY REPORTS

- A. After each inspection and test, promptly submit within no more than 14 days of the date of the inspection or test one copy of laboratory report to Architect, Engineer, Owner's Resident Inspector, Division of the State Architect and to Contractor. Reports of test results of materials and inspections found not to be in compliance with the requirements of the Contract Documents shall be forwarded immediately to the Architect, Engineer, Owner's Resident Inspector, Division of the State Architect and the Contractor.
- B. Include:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and Specifications section.
  - 6. Location in the Project.
  - 7. Type of inspection or test.
  - 8. Date of test.

9. Ambient conditions at time of test or sample-taking.
10. Results of tests and interpretation of test results.
11. Professional opinion as to whether tested work is in conformance with Contract Documents.
12. Recommendations on retesting.

C. Verification of Test Reports: Each testing agency shall submit to the Architect and the Division of the State Architect a verified report in duplicate covering all of the tests which were required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time and at the completion of the project, covering all tests.

#### 1.7 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

#### 1.8 CONTRACTOR RESPONSIBILITIES

- A. Submit proposed mix designs to Architect for review in accordance with Section 03 30 00.
- B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.
- C. Notify Architect, Owner's Resident Inspector and testing laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
  1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to the Contractor's negligence.
  2. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must by terms of the Contract be tested, in order that the Owner may arrange for the testing of same at the source of supply.
  3. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.
- D. Employ and pay for services of Owner's testing laboratory to perform additional inspections, sampling and testing required when initial tests indicate work does not comply with contract documents.

#### 1.9 SCHEDULE OF INSPECTIONS AND TESTS BY OWNER'S TESTING LABORATORY

- A. Perform tests and inspections for the following in conformance with the (CBC) California Building Code (International Building Code with State of California Amendments), Title 24, Part 2, of the California Code of Regulations (CCR).
  1. Structural Tests and Special Inspections
    - (a) General - 1701A
    - (b) Approvals - 1703A
    - (c) Special Inspections - 1704A
      - (1) Structural Steel - 1705A.2 and Table 1705A.2.1



- (2) Welding - 1705A.2.2.1
  - (3) Concrete - 1705A.3 and Table 1705A.3
  - (4) Soils - 1705A.6 and Table 1705A.6
- (d) Special Inspections for Seismic Resistance - Section 1705A.11
  - (1) Structural Steel - Continuous Inspection, Welding - 1705A.11.1, 1705A.2.1, M05A.2.2.5
- 2. Foundations (Chapter 18A)
  - (a) Earth fill compaction - 1803A.5.8
- 3. Concrete (Chapter 19A)
  - (a) Concrete Inspection
    - (1) Portland Cement Tests - 1913A.1
    - (2) Reinforcing Bars Table - 1705A.2.2.1.2, 1913A.2
    - (3) Waiver of Reinforcing Bar Tests - 1913A.2
  - (b) Concrete Quality
    - (1) Proportions of Concrete - 1903A, 1904A, 1905A
  - (c) Job Site Inspection
    - (1) Site Placement Inspection - 1705A.3.5
  - (d) Anchors in Concrete
    - (1) Drilled-In-Expansion Bolts or Epoxy-Type Anchors in Concrete - 1913A.7
- 4. Structural Steel (Chapter 22A)
  - (a) Materials
    - (1) Material Identification - 2203A
      - a) Anchor Bolt - DSA IR 17-11
    - (2) Inspection and Tests of Structural Steel 1705A.2
    - (3) Tests of H.S. Bolts, Nuts, Washers - 2213A.1
    - (4) Tests of End Welded Studs - 2213A.Z
    - (5) Steel Joist Tests - 1705A.2.2.3
    - (6) Shop Fabrication Inspection - 1704A.2.5.1
    - (7) High Strength Bolt Inspection - 1705A.2.1 - Table 1705A.2.1
    - (8) Welding Inspection - 1705A.2.2.5
    - (9) Nelson Stud Welding - 2213A.2
    - (10) Non-Destructive Weld Testing - DSA IR 17-2

5. Remotely Fabricated Construction Elements

(a) Testing and Inspection - DSA IR A-15

1.10 SCHEDULE OF INSPECTIONS AND TESTS BY CONTRACTOR

A. Contractor Responsibility:

1. Statement of Responsibility - 1704A.4. Refer to listed special inspections under Article 1.9.

B. Electrical

1. Testing as specified in Division 26 including, but not limited to: Equipment testing, all electrical system operations, grounding system and checking insulation after cable is pulled.

1.11 INSPECTION BY THE OWNER

- A. An Inspector employed by the Owner in accordance with the requirements of the California Code of Regulations Title 24, Part 1 will be assigned to the work. His duties are specifically defined in Section 4-342 of Title 24, Part 1.
- B. The Owner and his representatives shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- C. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract. The presence of an Inspector shall in no way change, mitigate or alleviate the responsibility of the Contractor.
- D. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.
- E. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24, Part 2 of the California Code of Regulations or evidence that any material or construction does not conform to the requirements of Title 24, Part 2 of the California Code of Regulations, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

3.1 STRUCTURAL TEST AND INSPECTION FORM

- A. Form DSA 103 attached.

END OF SECTION



## **SECTION 01500**

### **TEMPORARY FACILITIES AND CONTROLS**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Temporary Utilities: Electricity, communication service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing. Pollution, noise and fire protection control.
- C. Construction Facilities: Access roads, parking and temporary buildings.

##### **1.2 SUBMITTALS**

- A. Moisture-Protection Plan:
  - 1. Submit Moisture - Protection Plan under provisions of Section 01330.
  - 2. Describe procedures and controls for protecting materials and construction from moisture absorption and damage, including delivery, handling, and storage provisions for materials subject to moisture absorption or moisture damage, discarding moisture-damaged materials, protocols for mitigating moisture intrusion into completed Work, and replacing moisture damaged Work.

##### **1.3 TEMPORARY ELECTRICITY**

- A. Connect to existing power service at location as directed. Power consumption shall not disrupt Owner's need for continuous service. Owner will pay for cost of energy used. Exercise measures to conserve energy.
- A. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.
- B. Provide main service disconnect and over current protection at convenient location.
- C. Comply with NECA, NEMA, and UL standards and regulations for temporary electric service.
- D. Permanent convenience receptacles may not be utilized during construction.

##### **1.4 TEMPORARY LIGHTING**

- A. Provide and maintain lighting for construction operations, observations, inspections, and traffic conditions.
- B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- D. Maintain lighting and provide routine repairs.
- E. Permanent building lighting may not be utilized during construction.

#### 1.5 ELECTRONIC COMMUNICATION SERVICE

- A. Provide minimum DSL electronic communication service, including electronic mail, in primary field office.

#### 1.6 TEMPORARY WATER SERVICE

- A. Connect to existing water source for construction operations. Owner will pay cost of water used. Exercise measures to conserve water. Water consumption shall not disrupt Owner's need for continuous service.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections.

#### 1.7 TEMPORARY SANITARY FACILITIES

- A. Provide temporary chemical type toilet facilities and enclosures.
- B. Maintain temporary toilet facilities in a sanitary manner.
- C. Existing facilities shall not be used.
- D. Facilities shall comply with the accessibility requirements of the CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, Section 11B-201.4.

#### 1.8 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide protection for plant life and trees designated to remain and for soft and hardscape areas adjacent to work, replace damaged materials in kind.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

#### 1.9 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks. Post fences and gates with no trespassing signs.

#### 1.10 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Provide water barriers as required to protect site from running water.

#### 1.11 TEMPORARY FIRE PROTECTION

- A. Maintain temporary fire protection facilities of the types needed until permanent facilities are installed.
- B. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".
- C. Fire safety during construction shall comply with CFC - California Fire Code (CCR) California Code of Regulations, Title 24, Part 9, Chapter 33.
- D. Store combustible materials in containers in fire-safe locations.
- E. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes.
- F. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

#### 1.12 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

#### 1.13 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Conform to Best Management Practices for waste management and material controls as defined in Section 4 of the Construction Activity Handbook published by the Storm Water Quality Association.

#### 1.14 SECURITY

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

#### 1.15 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Designated existing on-site roads may be used for construction traffic.

#### 1.16 PARKING

- A. Arrange for parking areas to accommodate construction personnel.
- B. Do not allow vehicle parking on existing pavement.

#### 1.17 WASTE DISPOSAL

- A. Provide waste collection containers in sizes adequate to handle waste from construction operations.
- B. Maintain building areas free of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from site periodically and legally dispose of off site.
- D. Maintain site area in a clean and orderly condition.

#### 1.18 FIELD OFFICES

- A. Office: Weather-tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture drawing rack and drawing display table.
- B. Permanent facilities shall not be used for field offices.
- C. Facilities shall comply with the accessibility requirements of the CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, Section 11B-201.4.

#### 1.19 STORAGE AREAS AND SHEDS

- A. Size to storage requirements for products of individual Sections. Allow for access and orderly provision for maintenance and for inspection of products.

#### 1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Maintain temporary equipment, facilities and controls until Substantial Completion or when use is no longer required.
- B. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion review.
- C. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- D. Clean and repair damage caused by installation or use of temporary work.
- E. Materials and facilities that constitute temporary facilities are property of the Contractor.
- F. Restore existing facilities used during construction to original condition.
- G. Restore permanent facilities used during construction to specified condition.
- H. Replace construction that cannot be satisfactorily restored.

#### 2. PART 2 PRODUCTS

Not Used

#### 3. PART 3 EXECUTION

Not Used

END OF SECTION

## SECTION 01600

### PRODUCT REQUIREMENTS

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Damage and restoration.

##### 1.2 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- B. Products specified or recycled from other projects are not considered new products.
- C. Provide interchangeable components of the same manufacturer, for similar components.
- D. Provide products that comply with the Contract Documents, that are undamaged and are unused at the time of installation.
- E. Provide products complete with all accessories, trim, finish, safety guards and other devices and detail needed for a complete installation and for the intended use and effect.
- F. Where a specific manufacturer's product is specified as the basis of design, the designation shall establish the qualities relating to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for comparable products of other named manufacturers.
- G. Where products are specified by name or by manufacturer provide the product or manufacturer specified. No substitutions will be permitted unless made under the provisions of Section 01630.
- H. Where specifications only describe a product or assembly by listing exact characteristics required, provide a product or assembly that provides the characteristics.
- I. Where specifications only require compliance with performance requirements, provide products that comply with those requirements.
- J. Where the specifications only require compliance with an imposed code, standard or regulation, provide a product that complies with the standards, codes or regulations specified.
- K. Where specifications require review and acceptance of a sample, the Architect's decision will be final on whether a proposed product sample is acceptable or not.

##### 1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Schedule delivery to minimize long-term storage at site to prevent overcrowding of construction spaces.
- C. 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.
- D. Deliver products in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.



- E. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### 1.4 STORAGE

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive products in weather-tight, climate controlled enclosures.
- C. Store products in a manner that will not damage or overload project structure.
- D. For exterior storage of fabricated products, place on sloped supports, above ground.
- E. Provide off-site storage when site does not permit on-site storage .
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- J. Prevent the discharge of pollutants to storm water from storage of materials on-site using best management practice techniques defined in Chapter 4 of the Construction Activity Handbook published by the Storm Water Quality Task Force.

#### 1.5 PROTECTION

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Provide humidity and temperature control for installed products as recommended by materials manufacturer.
- G. Prohibit traffic from landscaped areas.

## 1.6 DAMAGE AND RESTORATIONS

- A. Damage to existing or new work whether accidental or not shall be restored or replaced as specified or directed by Architect.
- B. Restoration shall be equal to structural performance of original work.
- C. Finish shall match appearance of existing adjacent work.
- D. Work not properly restored or where not capable of being restored shall be removed and replaced.

## 2. PART 2 PRODUCTS

Not Used

## 3. PART 3 EXECUTION

Not Used

END OF SECTION



## **SECTION 01630**

### **PRODUCT SUBSTITUTION PROCEDURES**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Product options.
- B. Substitution procedures.

##### **1.2 DEFINITIONS**

- A. Requests for changes in products, materials, or equipment required by Contract Documents proposed by the Contractor prior to and after award of the Contract are considered requests for substitutions. The following are not considered substitutions:
  - 1. Revisions to Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products, materials, and equipment included in Contract Documents.

##### **1.3 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with Provision for Substitution: Products of manufacturers named and meeting specifications with substitution of products or manufacturer only when submitted under provisions of this section.
- C. Products Specified by Naming One or More Manufacturers without Provision for Substitution: No substitution allowed.

##### **1.4 LIMITATIONS ON SUBSTITUTIONS SUBMITTED PRIOR TO THE RECEIPT OF BIDS**

- A. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
- B. Architect may consider requests for substitutions of specified equipment and/or materials only when requests are received by Architect prior to the date established for the receipt of bids as stipulated in Document 00200 - Instructions to Bidders.
- C. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this section.
- D. Burden of proof of merit of requested substitution is the responsibility of the entity requesting the substitution.
- E. It is the sole responsibility of the entity requesting the substitution to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- F. Architect's decision on substitution requests are final and do not require documentation or justification.
- G. When substitution is not accepted, provide specified product.
- H. Substitute products shall not be included within the bid without written acceptance by Addendum.

## 1.5 LIMITATIONS ON SUBSTITUTIONS SUBMITTED AFTER THE AWARD OF THE CONTRACT

- A. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
- B. Consideration by Architect of substitution requests received after the established date of the receipt of bids or contract award will only be made when one or more of the following conditions are met and documented:
  - 1. Specified item fails to comply with regulatory requirements.
  - 2. Specified item has been discontinued.
  - 3. Specified item, through no fault of the Contractor, is unavailable in the time frame required to meet project schedule.
  - 4. Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
  - 5. Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant installation of product.
  - 6. Substitution would be, in the sole judgement of the Architect, a substantial benefit to the Owner in terms of cost, time, energy conservation, or other consideration of merit.
- C. Notwithstanding the provisions of Article 1.4 of this section and the above, the Architect may consider a substitution request after the date of the receipt of bids or contract award, if in the sole discretion of the Architect, there appears to be just cause for such a request. The acceptance of such a late request does not waive any other requirement as stated herein.
- D. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this section.
- E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request as required by provisions of this section.
- F. Review of shop drawings does not constitute acceptance of substitutions indicated or implied on shop drawings.
- G. Substitutions will not be considered when requested or submitted directly by subcontractor or supplier.
- H. Substitutions will not be considered as a result of the failure to pursue the work promptly or coordinate activities properly.
- I. Burden of proof of merit of requested substitution is the responsibility of the Contractor.
- J. It is the sole responsibility of the Contractor to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- K. Owner shall receive full benefit of any cost reduction as a result of any request for substitution.
- L. Architect's decision on substitution requests is final and does not require documentation or justification.
- M. When substitution is not accepted, provide specified product.
- N. Substitute products shall not be ordered or installed without written acceptance.

## 1.6 REGULATORY REQUIREMENTS

- A. It shall be the responsibility of the entity requesting the substitution to obtain all regulatory approvals required for proposed substitutions.

- B. All regulatory approvals shall be obtained for proposed substitutions prior to submittal of substitution request to Architect.
- C. All costs incurred by the Owner in obtaining regulatory approvals for proposed substitutions to include the costs of the Architect and any authority having jurisdiction over the project shall be reimbursed to the Owner. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.
- D. Substitutions of materials or work procedures which affect the health, safety and welfare of the public shall have prior approval of the Division of the State Architect (DSA) field representative.

#### 1.7 SUBSTITUTION REPRESENTATION

- A. In submitting a request for substitution, the entity requesting the substitution makes the representation that he or she:
  - 1. Has investigated the proposed substitution and has determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty or guarantee for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to the Owner.
  - 4. Waives claims for additional cost or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner for the cost of Architect's review or redesign services associated with substitution request.

#### 1.8 SUBMITTAL PROCEDURE

- A. Submit six copies of each request.
- B. Submit request with Architect's Substitution Request Form. Form may be obtained at the office of the Architect. Substitution requests received without request form will be returned unreviewed.
- C. Limit each request to one proposed substitution.
- D. Request to include sufficient data so that direct comparison of proposed substitution can be made.
- E. Provide complete documentation for each request. Documentation shall include the following information, as appropriate, as a minimum:
  - 1. Statement of cause for substitution request.
  - 2. Identify product by specification section and article number.
  - 3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.
  - 4. List similar projects where proposed substitution has been used, dates of installation and names of Architect and Owner.
  - 5. List availability of maintenance services and replacement materials.
  - 6. Documented or confirmation of regulatory approval.
  - 7. Product data, including drawings and descriptions of products.
  - 8. Fabrication and installation procedures.
  - 9. Samples of proposed substitutions.

10. Itemized comparison of significant qualities of the proposed substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.
  11. Coordination information, including a list of changes or modifications needed to other items of work that will become necessary to accommodate proposed substitution.
  12. Statement on the substitutions effect on the construction schedule.
  13. Cost information including a proposal of the net change, if any, in the Contract sum if the substitution is submitted after the receipt of bids or contract award.
  14. Certification that the substitution is equal to or better in every respect to that required by the Contract Documents and that substitution will perform adequately in the application intended.
  15. Waiver of right to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.
- F. Inadequate warranty, vagueness of submittal, failure to meet specified requirements, or submittal of insufficient data will be cause for rejection of substitution request.

#### 1.9 ARCHITECT'S REVIEW

- A. Within 14 days of receipt of request for substitution, the Architect will accept or reject proposed substitution.
- B. If a decision on a substitution cannot be made within the time allocated, the product specified shall be used.
- C. There shall be no claim for additional time for review of proposed substitutions.
- D. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an addendum.
- E. Final acceptance of a substitution submitted after the award of the contract will be in the form of a Change Order.

#### 2. PART 2 PRODUCTS

Not Used.

#### 3. PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01730

### EXECUTION REQUIREMENTS

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. General procedural requirements governing execution of the Work.
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.

##### 1.2 SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Certified Surveys: Submit two copies signed by land surveyor.
- C. Final Property Survey: Submit 2 copies showing the Work performed and record survey data.

#### 2. PART 2 PRODUCTS

Not Used

#### 3. PART 3 EXECUTION

##### 3.1 EXAMINATION

- A. Existing Conditions: Existence and location of site improvements and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify existence and location of construction affecting the Work.
- B. Existing Utilities: Existence and location of underground and other utilities indicated as existing are not guaranteed. Before beginning work, investigate and verify existence and location of underground utilities affecting the Work.
  - 1. Before construction, verify location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and electrical services.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where conditions detrimental to performance of the Work are encountered, provide a written report listing the following:
    - (a) Description of the Work.
    - (b) List of detrimental conditions, including substrates.
    - (c) List of unacceptable installation tolerances.
    - (d) Recommended corrections.



2. Verify compatibility with and suitability of substrates, including compatibility of existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of need for clarification of Contract Documents, submit a Request For Information (RFI) to Architect. Include a detailed description of problem encountered, together with recommendations for resolution of the item discovered.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor, registered in the state of California to lay out the Work using accepted surveying practices.
  1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  3. Inform installers of lines and levels to which they must comply.
  4. Check the location, level and plumb, of every major element as the Work progresses.
  5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Identification: Control datum for survey is that established by Owner provided survey.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

### 3.5 INSTALLATION

- A. General: 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 finished areas, unless otherwise indicated.
  - 4. Maintain maximum headroom clearance in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- 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.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. 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.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

END OF SECTION

## **SECTION 01732**

### **CUTTING AND PATCHING**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Requirements and limitations for cutting and patching of Work.

##### **1.2 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 original or specified conditions after installation of other work.

##### **1.3 REGULATORY REQUIREMENTS**

- A. Unless specifically shown on the drawings, no structural member shall be cut, drilled, or notched without prior written authorization from the Architect and the Division of the State Architect.

##### **1.4 SUBMITTALS**

- A. Submit written request in advance of cutting or patching which affects:

- 1. Structural integrity of any element of Project.
- 2. Integrity of weather-exposed or moisture-resistant element.
- 3. Efficiency, maintenance, or safety of any operational element.
- 4. Visual qualities of sight exposed elements.
- 5. Work of Owner or separate contractor.

- B. Include in request:

- 1. Identification of Project.
- 2. Location and description of affected work.
- 3. Necessity for cutting or patching.
- 4. Description of proposed work, and Products to be used.
- 5. Alternatives to cutting and patching.
- 6. Effect on work of Owner or separate contractor.
- 7. Written permission of affected separate contractor.
- 8. Date and time work will be executed.

## 1.5 QUALITY ASSURANCE

- A. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Do not cut or patch operating elements that would reduce their capacity to perform or that would result in increased maintenance or decreased operational life or safety.
- C. Do not cut or patch construction that would result in visual evidence of cutting or patching.
- D. Remove and replace construction that has been cut or patched in a visually unsatisfactory manner.

## 2. PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Primary Products: Those required for original installation.
- B. Substitutions: Under provisions of Section 01630.

## 3. PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

### 3.2 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.

### 3.3 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching to complete Work.
- B. Fit Products together, to integrate with other work.
- C. Uncover work to install ill timed work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing when requested.
- F. Provide openings in the Work for penetration of mechanical and electrical work.
- G. Cut rigid materials using saw or drill. Pneumatic tools not allowed without prior approval.

### 3.4 PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ skilled and experienced installer to perform cutting and patching.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

- D. Restore work with new Products in accordance with requirements of Contract Documents.
- E. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
- G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

### 3.5 CLEANING

- A. Clean areas and spaces where cutting and patching was performed.
- B. Completely remove paint, mortar, oils, sealant, and similar materials.

END OF SECTION

## **SECTION 01770**

### **CLOSEOUT PROCEDURES**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Adjusting.
- D. Demonstration and Instructions.
- E. Project Record Documents.
- F. Operation and Maintenance Data.
- G. Warranties.
- H. Spare Parts and Maintenance Materials.
- I. DVBE Participation Report.

##### **1.2 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Prepare and submit to Architect a list of items to be completed or corrected, the value of the items on the list, and reasons why the Work is not complete.
- C. Submit written request to Architect for review of Work.
- D. Submit warranties, bonds, service agreements, certifications, record documents, maintenance manuals, receipt of spare parts and similar closeout documents.
- E. Make final changeover of permanent locks and deliver keys to Owner.
- F. Terminate and remove temporary facilities from Project site.
- G. Advise Owner of change over in heat and other utilities.
- H. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- I. Submit affidavit of payment of debts and claims, AIA Document G706.
- J. Submit affidavit of release of liens, AIA Document G706A.
- K. Submit consent of contractors surety to final payment, AIA Document G707.
- L. Owner will occupy all portions of the building as specified in Section 01110.

##### **1.3 REGULATORY REQUIREMENTS**

- A. Provide final verified reports required by Section 39151 and 81141 of the Education Code in the manner prescribed by Title 24, Part 1, Section 4-336 and 4-343 in compliance with DSA Procedure: Project Certification Process PR 13-02.

#### 1.4 FINAL CLEANING

- A. Execute final cleaning prior to final review by Architect.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean exposed surfaces of grilles, registers and diffusers.
- D. Clean debris from roofs and drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- G. Clean light fixtures.
- H. Leave project clean and ready for occupancy by Owner.

#### 1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

#### 1.6 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products, systems, and equipment to Owner's personnel one week prior to date of final review.
- B. For each demonstration submit list of participants in attendance.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

#### 1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work in contrasting color.
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product Section in contrasting color ink, description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.



2. Supplier and installer's name and contact information.
  3. Changes made by Addenda and Modifications.
- E. Contract Drawings and Shop Drawings: Legibly mark each item in contrasting color ink to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  3. Field changes of dimension and detail.
  4. Details not on original Contract Drawings.
  5. Revisions to electrical circuitry and locations of electrical devices and equipment.
  6. Note change orders, alternate numbers, and similar information, where applicable.
  7. Identify each record drawing with the written designation of "RECORD DRAWING" located in prominent location.
- F. Record Digital Data Files: Immediately before inspection for Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - (a) Refer to Section 01330 "Submittal Procedures" for requirements related to use of Architect's digital data files.
    - (b) Architect will provide data file layer information. Record markups in separate layers.
- G. Final Property Survey: Under the provisions of Section 01730.
- H. Record Construction Schedule: Under the provisions of Section 01329.
- I. Submit documents to Architect at time of Substantial Completion.
- 1.8 OPERATION AND MAINTENANCE DATA
- A. Summary:
1. Organize operation and maintenance data with directory.
  2. Provide operation and maintenance manuals for products, systems, subsystems, and equipment.
  3. Refer to Divisions 2 thru 16 for specific operation and maintenance manual requirements for the Work in those Divisions.

- B. Submit two sets prior to final review, bound in 8-1/2 inch x 11 inch, three ring D size binders with durable vinyl covers.
- C. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with laminated plastic tabs.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineers, Contractor, subcontractors, and major equipment suppliers and manufacturers.
- F. Part 2: Operation and maintenance instructions, arranged by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
  - 1. Performance and design criteria.
  - 2. List of equipment.
  - 3. Parts list for each component.
  - 4. Start-up procedures.
  - 5. Shutdown instructions.
  - 6. Normal operating instructions.
  - 7. Wiring diagrams.
  - 8. Control diagrams.
  - 9. Maintenance instructions for equipment and systems.
  - 10. Maintenance instructions for finishes, including recommended cleaning methods and materials.
- G. Part 3: Project documents and certificates, including the following:
  - 1. Shop drawings and product data.
  - 2. Air and water balance reports.
  - 3. Certificates.
  - 4. Warranties.

## 1.9 WARRANTIES

- A. Commencement of warranties shall be date of Substantial Completion.
- B. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- C. Provide duplicate notarized copies in operation and maintenance manuals.
- D. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- E. Provide Table of Contents and assemble in binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on the work that incorporates the products.

- H. Manufacturer's disclaimer and limitations on product warranties do not relieve suppliers, manufacturer's, and subcontractors required to countersign special warranties with Contractor.
- I. When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- J. When work covered by warranty has failed and has been corrected, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
- K. Upon determination that Work covered by warranty has failed, replace or repair Work to an acceptable condition complying with requirements of the Contract Documents.

#### 1.10 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed.
- C. Obtain signed receipt for delivery of materials and submit prior to request for final review by Architect.

#### 1.11 DISABLED VETERAN BUSINESS ENTERPRISE ("DBVE") PARTICIPATION

- A. Submit DVBE Participation Report as stipulated by Document 00629.
- B. Provide supplemental report to substantiate non-compliance with District goal of three percent (3%) participation if required.

### 2. PART 2 PRODUCTS

Not Used

### 3. PART 3 EXECUTION

Not Used

END OF SECTION

## **SECTION 02221**

### **BUILDING DEMOLITION**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Demolition of designated buildings and structures.
- B. Demolition of foundations and slabs-on-grade.
- C. Demolition of site improvements.
- D. Demolition of concrete paving.
- E. Removal of materials from site.
- F. Schedule of materials and equipment.

##### **1.2 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site.
- B. Disposal: Removal off-site of demolition waste and subsequently deposit in landfill acceptable to authorities having jurisdiction.
- C. Existing to Remain: Items of construction that are not to be removed and that are not indicated to be removed.

##### **1.3 MATERIALS OWNERSHIP**

- A. Historic items, relics, cornerstones, commemorative plaques, tablets and similar objects encountered during demolition are to remain the Owner's property.
- B. Carefully remove each item in a manner to prevent damage and deliver to Owner.

##### **1.4 SUBMITTALS**

- A. Predemolition Photographs: Show conditions of exiting adjacent construction and site improvements that might be misconstrued as damaged by demolition operations. Submit before work begins.
- B. Record Documents: Submit under provisions of Section 01770. Accurately record locations of utilities and subsurface obstructions.

##### **1.5 QUALITY ASSURANCE**

- A. Demolition Firm: Experienced firm that specializes in demolition work similar to extent indicated for this project.

##### **1.6 PROJECT CONDITIONS**

- A. Buildings to be demolished will be evacuated and their use discontinued before start of work.
- B. Owner will occupy building(s) adjacent to demolition area. Conduct demolition so owner's operation will not be disrupted.
- C. Provide at least 72 hour notice to Owner of activities that will affect Owner's operation.
- D. Maintain access to existing walkways, exits and other adjacent occupied facilities.
- E. Owner assumes no responsibility for buildings and structures to be demolished.

- F. Hazardous Materials: It is not anticipated that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of Work.
  - 2. If materials suspected of containing hazardous materials are encountered, do not disturb. Notify Architect.
  - 3. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.
  - 4. Hazardous materials will be removed by Owner under separate contract.

#### 1.7 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control and disposal of materials.
- B. Comply with California Fire Code (CFC), California Code of Regulations, (CCR) Title 24, Part 9, Chapter 5 - Fire Service Features and Chapter 33 - Fire Safety During Construction and Demolition.
- C. Obtain required permits from authorities.
- D. Notify affected utility companies before starting work and comply with their requirements.
- E. Do not close or obstruct roadways, sidewalks, and hydrants without permits.

#### 1.8 SCHEDULING

- A. Schedule work under the provisions of Section 01329.
- B. Schedule Work to coincide with owner occupancy.
- C. Perform work during normal hours of operation.
- D. Notify Owner in writing 5 days in advance of any required work to be performed on a weekend or holiday.

### 2. PART 2 PRODUCTS

#### 2.1 FILL MATERIALS

- A. Subsoil Fill Material: Type of fill as specified in Section 02300.

### 3. PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Correlate existing conditions with requirements indicated.
- B. Inventory and record condition of items to be removed and salvaged.
- C. Execute predemolition photographs.

#### 3.2 PREPARATION

- A. Existing Utilities: Locate, identify, disconnect and seal or cap off indicated utilities serving buildings to be demolished.
- B. Provide, erect, and maintain temporary barriers and security devices under provisions of Section 01500.
- C. Protect existing landscaping materials, appurtenances, and structures which are not to be demolished.
- D. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.

### 3.3 DEMOLITION REQUIREMENTS

- A. Demolish indicated buildings and structures and site improvements completely.
- B. Conduct demolition to minimize interference with adjacent structures and occupancies.
- C. Cease operations immediately if adjacent structures appear to be in danger. Notify Architect. Do not resume operations until directed.
- D. Conduct operations with minimum interference to public accesses. Maintain egress and access at all times.
- E. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.
- F. Sprinkle Work with water to minimize dust. Provide hoses and water connections for this purpose.
- G. Maintain fire safety during demolition in accordance with CFC, Chapter 33.

### 3.4 DEMOLITION

- A. Remove structural framing systematically, from higher to lower level. Complete each floor or tier before disturbing next adjacent level.
- B. Remove debris from elevated portions by chute, hoist or other device that will convey debris to grade level in a controlled descent.
- C. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust.
- D. Foundation Walls and Footings: Demolish and remove for depth of structure.
- E. Concrete Floor Slabs-on-Grade: Saw-cut at perimeter of area to be demolished then break up and remove.
- F. Concrete Paving: Saw-cut at perimeter of area to be demolished then break up and remove.
- G. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect in accordance with requirements of Section 01600.
- H. Backfill open pits and holes caused as a result of demolition, with subsoil fill in accordance with Section 02300.
- I. Uniformly rough grade and compact areas affected by demolition to maintain site grades and contours.
- J. Remove temporary work.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Except for items indicated to remain, remove demolished materials from Project site and legally dispose of them in an EPA – approved landfill.
- B. Do not burn or bury materials on site.

### 3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition.
- B. Return adjacent areas to condition existing before demolition operations began.
- C. Leave site in a clean condition.

### 3.7 SCHEDULES

Not Used.

END OF SECTION

## **SECTION 02300**

### **EARTHWORK**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Top soil excavation.
- B. Site rough grading.
- C. Excavation for pavements and site structures.
- D. Consolidation and compaction.
- E. Fill for overexcavation.
- F. Utility trenches, backfill and compaction.
- G. Subgrade preparation of pavement areas.
- H. Finish grading.
- I. Erosion and sedimentation control measures.

##### **1.2 REFERENCES**

- A. CBC - California Building Code, Title 24, Part 2, Chapter 18A and Appendix J.
- B. Storm Water Quality Association - Stormwater Best Management Practice Handbook (BMP Handbook) Construction Edition.
- C. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- D. ASTM D448 - Sizes of Aggregate for Roadway and Bridge Construction.
- E. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- F. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18 inch Drop.
- G. ASTM D2922 – Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods. (Shallow Depth).
- H. ASTM D2937 – Test Method for Density of Soil in Place by the Drive-Cylinder Method.
- I. ASTM D3017 – Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

##### **1.3 SUBMITTALS**

- A. Submit samples under provisions of Section 01330.
- B. Submit 10 lb. sample of each type of fill to testing laboratory in air-tight containers.
- C. Submit name of imported materials source. Provide materials from same source throughout the work. Change of source requires Architect's approval.
- D. Submit test reports under provisions of Section 01458.



#### 1.4 PROJECT RECORD DOCUMENTS

- A. Submit documents under provisions of Section 01770.
- B. Accurately record location of utilities remaining, rerouted utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

#### 1.5 QUALITY ASSURANCE

- A. Comply with California Building Code (CBC), Title 24, Part 2, Chapter 18A and Appendix J.
- B. Perform best management practice dust control techniques for given site conditions as defined in Section 3 of the Storm Water Best Management Practice Handbook, ( BMP Handbook ) Construction Edition.

#### 1.6 FIELD CONDITIONS

- A. Verify that survey benchmark and intended elevations for the work areas are as indicated.
- B. Notify Architect of unexpected subsurface conditions and discontinue work in area affected until notified to resume work.
- C. Perform site assessment to identify any contaminated soils which may occur on site.

#### 1.7 PROTECTION

- A. Protect trees, shrubs, lawns, and other features remaining as portion of final landscaping.
- B. Protect bench marks, fences, roads, sidewalks, paving, and curbs.
- C. Underpin adjacent structures, including utilities and pipe chases, which may be damaged by excavation work.
- D. Protect above or below grade utilities which are to remain.
- E. Barricade open excavations and post warning lights. Operate lights from dusk to dawn.
- F. Protect facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- G. Repair or replace all damage.

### 2. PART 2 PRODUCTS

#### 2.1 SOIL MATERIALS

- A. All soils work, including but not limited to excavation, compaction, import/export, etc. shall be done per Terracon's Geotechnical Report dated Sept. 9, 2016.

### 3. PART 3 EXECUTION

#### 3.1 INSPECTION

- A. Verify agreement of existing site conditions with indicated conditions.
- B. Notify Architect of discrepancies found.
- C. Beginning work of this Section constitutes acceptance of existing conditions.

### 3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through work area.
- E. Notify utility company and pay all costs to remove and relocate utilities.
- F. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Architect.

### 3.3 EROSION AND SEDIMENTATION CONTROL

- A. Provide erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during earthwork operations.

### 3.4 GRADING

- A. Uniformly grade areas within limits of grading including adjacent transition areas.
- B. Make such cuts or fills as may be required to bring subgrade to elevations shown and to tolerances specified.
- C. Plow or otherwise break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond to existing surface.
- D. Where grades are not indicated, grade uniformly level or slope between points for which elevations are given.
- E. In absence of more specific grading information, slope ground away from building for a distance of 20 feet at 2 percent.
- F. Make grade changes gradual. Blend slope into level areas.
- G. Compact each layer of fill to required density.

### 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate subsoil required to accommodate site structures and construction operations.
- B. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot.
- C. Extend a sufficient distance from footings and foundations to permit placing and removal of formwork, installation of services, other construction, and for inspection.

### 3.6 EXCAVATION FOR PAVEMENTS

- A. Cut surface under pavements to comply with cross-sections, elevations, and grades as shown, to subgrade elevations required and to grade tolerances specified.

### 3.7 TRENCH EXCAVATION

- A. Excavate subsoil required to accommodate electric and telephone conduits and piping to municipal or private utilities.
- B. Excavate trenches to uniform width, sufficiently wide to provide ample working room and a minimum of 8 inch clearance on both sides of the pipe.

- C. Excavate trenches to depth indicated or required to establish indicated slope and invert elevations.
- D. Depth of excavations on the exterior of the building shall provide for the minimum coverage above the top of the pipe, conduit, or tank measured from the lowest adjacent finish grade, as follows unless otherwise indicated on the Drawings:
  - 1. Steel Pipe and Conduit 24 inches
  - 2. Plastic Pipe (other than waste) 30 inches
- E. For pipe or conduit less than 4 inches in nominal size, do not excavate beyond indicated depths. Hand-excavate bottom to accurate elevations and support pipe or conduit on undisturbed soil.
- F. For pipe or conduit, 4 inches and larger, carry excavation 4 inches below required elevation and backfill with sand bedding to support pipe or conduit.
- G. Hand trim excavation. Remove loose material.
- H. Excavation cut not to interfere with bearing splay of foundations.
- I. At each pipe joint dig bell hole to relieve pipe bell of loads and to ensure continuous bearing of pipe on bearing surface.
- J. Remove lumped subsoil, boulders and rock up to 1/3 cu yd measured by volume. Replace with sand bedding material and compact as specified.

### 3.8 STORAGE OF EXCAVATED MATERIALS

- A. Stockpile excavated materials in designated on-site area.
- B. Segregate excavated materials based upon intended use.
- C. Place, grade, and shape stockpile for proper drainage.
- D. Locate stockpile away from edge of excavations.
- E. Do not stockpile materials within drip line of trees.

### 3.9 UNAUTHORIZED EXCAVATION

- A. Correct unauthorized excavation at no cost to Owner.
- B. Backfill excavation to correct elevation with concrete or approved fill material compacted as specified by the Geotechnical Report.

### 3.10 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Machine slope banks to angle of repose or less.
- C. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- D. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
- E. Provide shoring and bracing in good serviceable condition.
- F. Extend shoring and bracing as excavation progresses.
- G. Maintain shoring and bracing in excavations regardless of time period excavation will be open.

- H. Provide permanent steel sheet piling wherever subsequent removal of piling would permit lateral movement of soil under adjacent structures. Cut off top of piling 2'-6" below finish grade and leave permanently in place.
- I. Design and Calculations: Provide by licensed California engineer in accordance with requirements of the California Building Code and Safety Orders of the State of California, Division of Industrial Safety; Title 8, Division 1, Chapter 4, Subchapter 4, Article 6.

### 3.11 DEWATERING

- A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
- B. Grade top perimeter of excavations to prevent surface water from draining into excavations.
- C. Do not allow water to accumulate in excavations.
- D. Remove water to prevent softening of foundation bottoms and soil changes detrimental to stability of subgrades.
- E. Provide and maintain pumps, well points, sumps, suction and discharge lines and other components necessary to convey water away from excavations.
- F. Establish and maintain temporary drainage ditches and other diversions to convey rain water and water removed from excavations to runoff areas.
- G. Do not use trench excavations as temporary ditches.

### 3.12 BEDDING OF TRENCHES

- A. Support pipe and conduit during placement and compaction of bedding fill.
- B. Place a minimum of 4 inches of sand bedding beneath all piping and conduit 4 inches in diameter and larger.
- C. Place a minimum of 12 inches of sand bedding above all piping and conduit.
- D. Compact sand bedding to density required.

### 3.13 BACKFILLING

- A. Backfill excavations as promptly as work permits, but not until the following has been completed:
  - 1. Acceptance of subgrade.
  - 2. Construction below grade.
  - 3. Inspection, testing, approval and record documentation of location of underground utilities.
  - 4. Removal of concrete formwork.
  - 5. Removal of shoring and bracing if not to be left in place.
  - 6. Backfill of voids in subgrade with satisfactory materials.
  - 7. Removal of trash and debris.
  - 8. Installation of bedding material.
  - 9. Permanent or temporary bracing of horizontally supported walls.
- B. Compact subgrade to density requirements for subsequent backfill.

- C. Backfill to contours and elevations required.
- D. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- E. Place and compact fill material in continuous layers not exceeding specified compacted depth for each layer.
- F. Employ a placement method that does not disturb or damage utilities in trenches.
- G. Before placing successive layers, all ruts, and other hollows more than 6 inches in depth shall be regraded and compacted per the Geotechnical Report.
- H. Maintain optimum moisture content of backfill materials per the Geotechnical Report.
- I. Backfill against supported foundation walls.
- J. Backfill simultaneously on each side of unsupported foundation walls.
- K. Backfill trenches with concrete where excavation is less than 3 feet below bottom of footing. Place concrete to level of bottom of adjacent footing. Width of concrete backfill to match width of footing and be full width of trench. Maintain minimum 6 inch encasement on sides, top, and bottom.
- L. Place 4 inch thick concrete base slab then backfill trenches with concrete for piping or conduit where top of piping or conduit is less than 30 inches below finished elevation of paving or 18 inches below finished grade. Minimum 6 inches of encasement on sides and top.
- M. Remove and replace or scarify and air dry subgrade or fill material that is too wet to permit compaction to required density.

### 3.14 COMPACTION

- A. Control soil compaction during construction providing density specified for each area classification.
- B. Place and compact fill materials in continuous layers of not more than 6 inch thick compacted depth.
- C. Provide not less than the specified percentages of density of soil material compacted at optimum moisture content, for each layer of soil material in place.
- D. When existing ground surfaces have a density less than that specified for a particular area classification, scarify existing surface to a depth of 12 inches, moisture-condition to optimum moisture content and compact to required percentage of maximum density.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Moisture content shall be uniform throughout all layers. Add necessary moisture or aerate soil material at borrow source if it is not possible to obtain uniform moisture content at soil surface at time of placement.
- G. When moisture content and condition of each soil layer is satisfactory compact soils to specified density.
- H. Compaction of free draining material such as gravel shall be by treads of crawler type tractor, surface vibrator, smooth or pneumatic roller, hand or power tampers.
- I. Compaction of soils by use of water jetting or puddling is not an acceptable procedure.
- J. Correct improperly compacted areas or layers as directed by Architect if soil density tests indicate inadequate compaction.

### 3.15 DISPOSAL OF EXCESS AND WASTE MATERIAL

- A. Remove waste materials, including unacceptable excavated material, trash, and debris, and dispose of legally off site.

- B. Remove surplus backfill materials from site and dispose of legally off site.
- C. Remove surplus topsoil materials from site and dispose of legally off site.
- D. Leave material stockpile areas completely free of excess materials.

#### 3.16 PROTECTION OF WORK

- A. Protect finished work under provisions of Section 01600.
- B. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.
- C. Protect bottom of excavations from freezing, water saturation, and disturbance.

#### 3.17 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01458.
- B. Allow testing service to inspect, test, and approve each subgrade and fill layer before further backfill or construction work is performed
- C. Laboratory tests and analysis of fill material will be performed in accordance with ASTM D1557 and with Section 01458.
- D. In place site tests and analysis of fill material will be performed in accordance with ASTM D1556, ASTM D2937 or ASTM D2922, and with Section 01458.
- E. In place site moisture tests will be performed in accordance with ASTM D3017.
- F. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

#### 3.18 GRADING TOLERANCES

- A. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevation.
- B. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 foot above or below required subgrade elevation.
- C. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 1/2 inch above or below required subgrade elevation.

#### 3.19 MAINTENANCE

- A. Protect newly graded areas. Keep free of trash and debris.
- B. Provide erosion control methods to prevent erosion.
- C. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances and density.
- D. Where completed areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- E. Where settling occurs, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface finish to match adjacent work and eliminate evidence of restoration.

### 3.20 PLACEMENT

- A. All fill, existing or import, to subgrade elevation shall be compacted per Terracon's Geotechnical Report dated Sept. 9, 2016.
- B. All material, excavation, backfill, trench restoration, etc. shall be completed in accordance with per Geotechnical Report dated Sept. 9, 2016.

END OF SECTION

## SECTION 02751

### CEMENT CONCRETE PAVING

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Concrete sidewalks.
- B. Finishing concrete pavements.
- C. Surface treatment with sealer.
- D. Aggregate sand.
- E. Steel reinforcement.

##### 1.2 REFERENCES

- A. 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.
- B. ACI 301 - Specifications for Structural Concrete for Buildings.
- C. ACI 117 - Standard Specification for Tolerances for Concrete Construction and Materials.
- D. ASTM A82 - Specification for Steel Wire, Plain, for Concrete Reinforcement.
- E. ASTM A184 - Specification for Fabricated Deformed Steel Bar Mats for Concrete.
- F. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
- G. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.
- H. ASTM C33 - Concrete Aggregates.
- I. ASTM C94 - Ready Mixed Concrete.
- J. ASTM C150 - Portland Cement.
- K. ASTM C260 - Air-Entraining Admixtures for Concrete.
- L. ASTM C289 - Potential Reactivity of Aggregates.
- M. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- N. ASTM C494 - Chemical Admixtures for Concrete.
- O. ASTM C1602 - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
- P. CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, California State Accessibility Standards.
- Q. DSA/AC - Division of State Architect/Access Compliance.
- R. National Ready Mix Concrete Association - Plant Certification Program.
- S. Southern California Chapter, American Public Works Association - Standard Specifications for Public Works Construction.



- T. Stormwater Best Management Practice Handbook ( BMP Handbook ), Construction Edition, as published by the California Storm Water Quality Association.

### 1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain materials from same source throughout.

### 1.4 QUALIFICATIONS

- A. Manufacturer: Manufacturer of ready-mix concrete products complying with ASTM C94 requirements for production facilities and equipment. Certified according to National Ready Mix Concrete Association's Plant Certification Program.
- B. Pavement Installer: Company who has completed pavement work similar in material, design, and extent to that indicated for this project.

### 1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable code for paving work on public property.
- B. Conform to (CBC) California Building Code, (CCR) Title 24, Part 2, and the 2010 ADA Standards for Accessible Design for access requirements for individuals with disabilities.

### 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Provide concrete curing, finishing, and waste management techniques as defined in Section 4 of the Storm Water Best Management Practice Handbook, (BMP Handbook) Construction Edition.

### 1.7 SUBMITTALS

- A. Submit product data under provisions of Section 01330.
- B. Include data on joint filler, admixtures and curing compounds.
- C. Submit proposed mix design to testing laboratory and to Architect for review prior to commencement of work.
- D. Submit manufacturer's instructions under provisions of Section 01330.

### 1.8 WARRANTY

- A. Provide five year warranty under the provisions of Section 01770 for detectable warning pavement.
- B. Warranty: Shall indicate compliance with standards required by CBC, California Building Code, (CCR) California Code of Regulations, Title 24, Part 12, Section 12-11B.209. Warranty coverage shall include durability criteria which indicates that the shape, color fastness, sound-on-cane acoustic quality, resilience, and attachment will not degrade significantly for at least five years after original installation. As used in this Article, "not degrade significantly" means that the product maintains at least 90 percent of its approved design characteristics, as determined by the Division of The State Architect.

## 2. PART 2 PRODUCTS

### 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150 Normal-Type I or Type II Portland type, gray color, from single source throughout project.
- B. Fine and Coarse Aggregates: ASTM C33, non-reactive when tested in accordance with ASTM C289 and Appendix X-1 of ASTM C33.

- C. Water: ASTM C1602, clean and not detrimental to concrete.

## 2.2 BASE MATERIALS

- A. Base materials shall be provided per the recommendations as specified in the Geotechnical Report, or as shown in the drawings.

## 2.3 FORM MATERIALS

- A. Conform to ACI 301.

## 2.4 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615; 60 ksi yield grade; deformed billet steel bars, uncoated finish.
- B. Tie Wire: ASTM A82, annealed steel, minimum 16 gage size.
- C. Dowels: ASTM A615; 40 ksi yield grade, plain steel, uncoated finish.
- D. Supports: Chairs, spacers, dowel bar supports and other devices for spacing, supporting and fastening reinforcing bars, welded wire fabric, and dowels in place.

## 2.5 ACCESSORIES

- A. Curing Compound: ASTM C309, Type 1-D, Class B.
- B. Preformed Joint: ASTM D1751, 1/2 inch thick.
- C. Clear Sealer: One component alkylalkoxy, silane penetrating sealer.
- D. Joint Sealers: As specified in Section 07900.

## 2.6 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Fly Ash: ASTM C618, Class F.
- C. Water Reducing Admixture: ASTM C494, Type A.

## 2.7 FINISH MATERIALS

- A. Aggregate: Natural quartz; 1/4 inch minimum size to 3/8 inch maximum size; clean washed type. No reactive or iron bearing aggregate permitted. Grey color from single source throughout.
- B. Slip Resistant Aggregate: 95 percent minimum fused homogeneous aluminum oxide.

## 2.8 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94, Alternative No. 3.
- B. Provide concrete of the following characteristics:
  - 1. Sidewalks: Compressive Strength of 2,500 psi at 28 days.
  - 2. Slump: 4 to 6 inches.
  - 3. Maximum aggregate size: 1 inch.
  - 4. Cement Content: Minimum 540 lbs/cu. yd.
  - 5. Fly Ash: Maximum 25 percent by weight.

6. Air Entrainment: 2 to 4 percent.

7. Water Cement Ratio: 0.50.

### 3. PART 3 EXECUTION

#### 3.1 INSPECTION

- A. Verify compacted subgrade is ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Beginning of installation means acceptance of existing conditions.

#### 3.2 BASE

- A. Prepare and compact base materials in accordance with the Geotechnical Report, or as shown in the drawings.

#### 3.3 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Coat surfaces of adjacent manholes, catch basins, inlets, and other fixed objects with oil to form isolation joint and prevent bond with paving.
- C. Notify Architect minimum 24 hours prior to commencement of concreting operations.

#### 3.4 FORMING

- A. Place and secure forms to correct location, dimension, and profile.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.

#### 3.5 REINFORCEMENT

- A. Place reinforcement at mid-height of slabs-on-grade.
- B. Interrupt reinforcement at expansion joints.
- C. Place reinforcement to achieve slab and curb alignment as detailed.
- D. Provide doweled joints at interruption of concrete with one end of dowel set in capped sleeve to allow longitudinal movement.

#### 3.6 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Hot and Cold Weather Placement: ACI 301.
- C. Place concrete formwork on public property in conformance with applicable code.
- D. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
- E. Place concrete continuously between predetermined construction joints and control joints. Do not break or interrupt successive pours such that cold joints occur.
- F. Do not push or drag concrete into place or use vibrators to move concrete into place.

- G. Place concrete to pattern indicated in strip sequence.

### 3.7 JOINTS

- A. Review locations of joints when indicated and make recommendations for any additional joints or suggestions for new locations. Lack of joints or misplacement of joints will not constitute justification of pavement cracking.
- B. Place expansion joints at not to exceed 20 foot intervals to correct elevation and profile. Align curb, gutter, and sidewalk joints.
- C. Place joint filler between paving components and building or other appurtenances. Recess top of filler for sealant placement by Section 07900.
- D. Provide control joints at not to exceed 5 intervals.
- E. Hand tool control joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab.
- F. Provide keyed joints as indicated.
- G. Finish each edge of joint with radiused jointer tool.
- H. Form isolation joints where paving abutts curbs, catch basins, manholes, inlets, structures, and other fixed objects.

### 3.8 FINISHING

- A. Uniformly spread, screed and consolidate concrete. Do not spread concrete by vibration.
- B. Medium Broom Finish:
  - 1. Float surface and trowel to smooth even finish.
  - 2. While surface is still plastic draw a soft fiber bristle broom uniformly over surface in perpendicular direction to traffic.
  - 3. Use for sidewalks which have a slope of 6 percent or less.

### 3.9 CURING

- A. Cure concrete surfaces in accordance with ACI 301.
- B. Apply curing compound on finished slab surfaces in accordance with manufacturer's instructions.

### 3.10 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01458.
- B. Owner's Inspector will take cylinders and perform slump and air entrainment tests in accordance with ACI 301 and will arrange for pick-up of cylinders by Testing Laboratory.
- C. Three concrete test cylinders will be taken for every 50 or less cu yds of each class of concrete placed each day.
- D. One slump test will be taken for each set of test cylinders taken.
- E. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

### 3.11 TOLERANCES

- A. Provide tolerances under provisions of Section 01450 in accordance with ACI 117.
- B. Maximum Variation of Surface Flatness: 1/4 inch in 10 feet.
- C. Maximum Variation from True Position: 1/4 inch.
- D. Variation of Pavement Thickness: Plus 3/8 inch, minus 1/4 inch.
- E. Maximum Variation of Pavement Joints: 1/8 inch vertical alignment.

### 3.12 PROTECTION

- A. Immediately after placement, protect concrete under provisions of Section 01600 from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit traffic over pavement for 7 days after finishing.

END OF SECTION

## **SECTION 02821**

### **CHAIN LINK FENCES AND GATES**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Fence framework, fabric, and accessories.
- B. Excavation for post bases.
- C. Concrete anchorage for posts.
- D. Manual gates and related hardware.

##### **1.2 REFERENCES**

- A. ASTM A90 - Standards Test Method for Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles.
- B. ASTM A392 - Zinc-Coated Steel Chain Link Fence Fabric.
- C. ASTM F567 - Installation of Chain-Link Fence.
- D. ASTM A653 – Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- E. ASTM F900 - Industrial and Commercial Swing Gates.
- F. ASTM A924 – General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
- G. ASTM F 1043 - Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
- H. ASTM F1083 - Pipe, Steel, Hot-dipped Zinc-coated (Galvanized) Welded for Fence Structures.
- I. ASTM F1184 - Industrial and Commercial Horizontal Slide Gates.
- J. ASTM F1043 - Strength and Protective Coatings on Metal Industrial Chainlink Fence Framework.
- K. CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, California State Accessibility and Egress Standards.

##### **1.3 QUALITY ASSURANCE**

- A. Manufacturer: Company specializing in commercial quality chain link fencing with five years documented experience.
- B. Installation: ASTM F567.

##### **1.4 REGULATORY REQUIREMENTS**

- A. Conform to disabled person access and emergency egress requirements of the CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2.

##### **1.5 SUBMITTALS**

- A. Submit shop drawings and product data under provisions of Section 01330.
- B. Include plan layout, grid, spacing of components, accessories, fittings, hardware, anchorages, and schedule of components.

- C. Submit manufacturer's installation instructions under provisions of Section 01330.
- D. Submit samples under provisions of Section 01330.

## 2. PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Framework: ASTM F1083; Schedule 40 steel pipe, standard weight, one piece without joints, finish same as fabric.
- B. Acceptable Equivalent: ASTM F1043; Group 1A pipe with minimum yield strength of 30,000 pounds per square inch; SS40 as manufactured by Allied Tube and Conduit Fence Division, [www.atcfence.com](http://www.atcfence.com).
- C. Fabric: ASTM A392, Class 1, zinc coated wire fabric.

### 2.2 CONCRETE MIX

- A. Concrete: As specified in Section 03300.

### 2.3 COMPONENTS

- A. Line Posts: 2 inch NPS steel pipe.
- B. Corner and Terminal Posts: 3 inch NPS steel pipe.
- C. Gate Posts: 3 inch NPS steel pipe.
- D. Top and Brace Rail: 1-1/4 inch NPS, plain end, sleeve coupled steel pipe.
- E. Fabric: 2 inch diamond mesh steel wire, interwoven, 9 gage thick, top and bottom selvage knuckle end closed.
- F. Caps: Cast steel or malleable iron, galvanized; sized to post dimension, set screw retained.
- G. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings: Steel.
- H. Tension Wire: 7 gage thick steel, single strand.
- I. Swinging Gates: Constructed of tubular members welded at all corners in conformance with ASTM F900 and the following:
  - 1. Gate Posts: 3 inch NPS steel pipe for gates up to 6 foot for a single gate or a single leaf of a double gate. 4 inch NPS steel pipe for gates over 6 foot in width.
  - 2. Gate Frames: 1-1/4 inch NPS steel pipe, for welded fabrication with vertical intermediate brace at maximum 6 foot spacing and horizontal brace on all gates.
  - 3. Gate Fabric: To match adjacent fencing.
  - 4. Gate Hardware: Fork type latch with gravity drop and provision for padlock; three 180 degree gate hinges per leaf.

### 2.4 FINISHES

- A. Galvanized: ASTM F1043; 1.8 oz/sq ft coating for schedule 40 pipe. ASTM A90; 1.0 oz/sq ft coating for Class 1A pipe.
- B. Accessories: Same finish as framing.

### 3. PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with ASTM F567.
- B. Provide fence of height indicated.
- C. Space line posts at intervals not exceeding 10 feet.
- D. Set terminal, gate and corner posts plumb, in 12 inch diameter concrete footings with top of footing 6 inches below finish grade. Slope top of concrete for water runoff. Footing depth below finish grade: 42 inches for gate and corner posts, 36 inches for line posts.
- E. Provide top rail through line post tops and splice with 7 inch long rail sleeves.
- F. Brace each gate and corner post back to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate posts.
- G. Install center and bottom brace rail on corner and gate leaves.
- H. Stretch fabric between terminal posts or at intervals of 100 feet maximum whichever is less.
- I. Do not stretch fabric until concrete has cured 28 days.
- J. Position bottom of fabric 2 inches above finished grade.
- K. Fasten fabric to top rail, line posts, braces, and bottom tension wire with wire ties maximum 15 inches on centers.
- L. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- M. Install bottom tension wire stretched taut between terminal posts.
- N. Install gates with fabric to match fence. Install three hinges per leaf, latch, catches.
- O. Install 10 inch high smooth metal kickplate on each side of accessible gate. Mount 2 inches above finished grade.

#### 3.2 ERECTION TOLERANCES

- A. Maximum Variation from Plumb: 1/4 inch.
- B. Maximum Offset from True Position: 1 inch.
- C. Components shall not infringe adjacent property lines.

END OF SECTION



## **SECTION 03100**

### **CONCRETE FORMWORK**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Formwork for cast-in-place concrete, with shoring, bracing, and anchorage.
- B. Openings for other affected work.
- C. Form accessories.
- D. Stripping forms.

##### **1.2 REFERENCES**

- A. CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, Chapter 19A.
- B. ACI 301 - Specifications for Structural Concrete for Buildings.
- C. PS 1-95 - Construction and Structural Plywood.

##### **1.3 SYSTEM DESCRIPTION**

- A. Design, engineer, and construct formwork, shoring, and bracing to meet design and code requirements, so that resultant concrete conforms to required shapes, lines, and dimensions.

##### **1.4 QUALITY ASSURANCE**

- A. Construct and erect concrete formwork in accordance with ACI 301.

##### **1.5 REGULATORY REQUIREMENTS**

- A. Conform to CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2.

#### **2. PART 2 PRODUCTS**

##### **2.1 FORM MATERIALS**

- A. Plywood: PS1-95, BB Plyform grade, Class I, Exterior classification.
- B. Lumber: Douglas Fir species; construction grade; with grade stamp clearly visible.
- C. Tubular Column: Round, smooth, fiber reinforced tube with plastic coated paper lining, of sizes required.

##### **2.2 FORMWORK ACCESSORIES**

- A. Form Ties: Snap-off metal of adjustable length; cone type; 1 inch break back dimension; free of defects that will leave holes no larger than one inch diameter in concrete surface.
- B. Form Release Agent: Colorless material which will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- C. Fillets for Chamfered Corners: Wood strips type; 3/4 x 3/4 inch size; maximum possible lengths.
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required; of strength and character to maintain formwork in place while placing concrete.

### 3. PART 3 EXECUTION

#### 3.1 INSPECTION

- A. Verify lines, levels, and measurements before proceeding with formwork.

#### 3.2 PREPARATION

- A. Obtain Architect's approval for use of earth forms for footings.
- B. Minimize form joints. Symmetrically align joints and make watertight to prevent leakage of mortar.
- C. Arrange and assemble formwork to permit stripping, so that concrete is not damaged during its removal.
- D. Arrange forms to allow stripping without removal of principal shores, where required to remain in place.

#### 3.3 ERECTION

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Strengthen formwork liable to be overstressed by construction loads.
- C. Construct formwork to maintain tolerances in accordance with ACI 301.

#### 3.4 APPLICATION OF FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's instructions. Apply prior to placing reinforcing steel, anchoring devices, and embedded items.
- B. Do not apply form release agent where concrete surfaces are scheduled to receive applied coverings which may be affected by agent. Soak contact surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete.

#### 3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for work embedded in or passing through concrete.
- B. Coordinate work of other Sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- C. Install accessories in accordance with manufacturer's instructions, level and plumb. Ensure items are not disturbed during concrete placement.

#### 3.6 FORM REMOVAL

- A. Do not remove forms and bracing until concrete has sufficient strength to support its own weight and imposed loads.
- B. Do not damage concrete surfaces during form removal.
- C. Store reusable forms for exposed architectural concrete to prevent damage to contact surfaces.
- D. Remove formwork in same sequence as concrete placement to achieve similar concrete surface coloration.

#### 3.7 CLEANING

- A. Clean forms to remove foreign matter as erection proceeds.
- B. Ensure that water and debris drain to exterior through clean-out ports.

### 3.8 EARTH FORMS

- A. Construct wood edge strips at top sides of excavations as indicated on drawings.
- B. Provide forms for footings and foundation walls wherever concrete cannot be placed against solid earth.
- C. Remove loose dirt and debris from form area prior to concrete placement.
- D. Concrete for foundations may be placed directly into neat excavations provided the foundation trench walls are stable as determined by the Architect (Structural Engineer) subject to the approval of The Division of the State Architect.
- E. When earth formed foundations are used, the minimum formwork shown on the drawings is mandatory to insure clean excavations prior to and during concrete placement.

END OF SECTION

## **SECTION 03200**

### **CONCRETE REINFORCEMENT**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Reinforcing steel bars for cast-in-place concrete.
- B. Support chairs, bolsters, bar supports, and spacers, for supporting reinforcement.

##### **1.2 REFERENCES**

- A. CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, Chapter 19A (ACI 318).
- B. ACI 301 - Specifications for Structural Concrete for Buildings.
- C. ACI 315 (SP-66) - Details and Detailing of Concrete Reinforcement.
- D. ACI 318 - Building Code Requirements for Structural Concrete.
- E. ASTM A82 - Cold Drawn Steel Wire for Concrete Reinforcement.
- F. ASTM A706 - Standard Specification for Low Alloy Steel Deformed Bars for Concrete Reinforcement.
- G. AWS D1.4 - Structural Welding Code Reinforcing Steel.
- H. CRSI - Manual of Practice.
- I. CRSI - Placing Reinforcing Bars.

##### **1.3 QUALITY ASSURANCE**

- A. Perform concrete reinforcement work in accordance with CRSI Manual of Standard Practice.
- B. Conform to ACI 301 and ACI 315 (SP-66).
- C. Conform to CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2.

##### **1.4 CERTIFICATES**

- A. Submit mill test certificates of supplied concrete reinforcing, indicating physical and chemical analysis.

#### **2. PART 2 PRODUCTS**

##### **2.1 MATERIALS**

- A. Reinforcing Steel: ASTM A615, Grade 40 for No. 4 bars and smaller, Grade 60 for No. 5 bars and larger. Billet-steel deformed bars, uncoated finish.
- B. Welded Reinforcement: ASTM A706, Grade 60, deformed bars, unfinished.
- C. Steel Wire: ASTM A1064, plain, cold drawn steel.

## 2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during installation and placement of concrete including load bearing pad on bottom to prevent vapor barrier puncture.

## 2.3 FABRICATION

- A. Fabricate in accordance with ACI 315 (SP-66), providing concrete cover specified in Section 03300.
- B. Locate reinforcing splices not indicated on Drawings at points of minimum stress.
- C. Weld reinforcing bars in accordance with AWS D1.4.

## 3. PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Before placing concrete, clean reinforcement of foreign particles or coatings.
- B. Place, support, and secure reinforcement against displacement. Do not deviate from alignment or measurement.
- C. Do not displace or damage vapor barrier required by Section 03300.

### 3.2 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01458 and as required by the Division of the State Architect and District Inspector.

END OF SECTION

## SECTION 03 30 00

### CAST-IN-PLACE CONCRETE

#### 1. PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Cast-in-place concrete foundation walls, and footings.
- B. Control, expansion, and contraction joint devices associated with concrete work.

##### 1.2 REFERENCES

- A. The 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.
- B. CBC - California Building Code, (CCR) California Code of Regulations Title 24, Part 2, Chapter 19A.
- C. CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, California State Accessibility Standards.
- D. ACI 301 - Specifications for Structural Concrete for Buildings.
- E. ACI 302.1R - Guide for Concrete Floor and Slab Construction.
- F. ACI 305R - Hot Weather Concreting.
- G. ACI 306.1 - Standard Specification for Cold Weather Concreting.
- H. ACI 318 - Building Code Requirements for Structural Concrete.
- I. ASTM C33 - Concrete Aggregates.
- J. ASTM C94 - Ready-Mixed Concrete.
- K. ASTM C109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars.
- L. ASTM C150 - Portland Cement.
- M. ASTM C289 - Potential Reactivity of Aggregate.
- N. ASTM C309 - Liquid Membrane Forming Compound.
- O. ASTM C494 - Standard Specifications for Chemical Admixtures for Concrete.
- P. ASTM C618- Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture for Concrete.
- Q. ASTM C932 - Surface-Applied Bonding Agents.
- R. ASTM C1315 - Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
- S. ATMC1602 - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
- T. ASTM D1751 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

- U. National Ready Mix Concrete Association - Plant Certification Program.
- V. Stormwater Best Management Practice Handbook (BMP Handbook), Construction Edition, as published by the California Storm Water Quality Association.

### 1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain materials from same source throughout the Work.

### 1.4 QUALIFICATIONS

- A. Manufacturer: Manufacturer of ready-mix concrete products complying with ASTM C94 requirements for production facilities and equipment. Certified according to National Ready Mix Concrete Associates Plant Certification Program.

### 1.5 DESIGN MIX

- A. Submit design mix for each class of concrete, prepared by a California Registered Civil Engineer, to Testing Laboratory and Architect for review.

### 1.6 REGULATORY REQUIREMENTS

- A. Conform to CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2.
- B. Conform to CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, and the 2010 ADA Standards for Accessible Design for access requirements for individuals with disabilities.

### 1.7 SUBMITTALS

- A. Submit product data and manufacturer's instructions under provisions of Section 01330.

### 1.8 ENVIRONMENTAL REQUIREMENTS

- A. Provide concrete curing, finishing, and waste management techniques as defined in Section 4 of the Storm Water Best Management Practice Handbook, (BMP Handbook) Construction Edition.

## 2. PART 2 PRODUCTS

### 2.1 FORMWORK

- A. As specified in Section 03100.

### 2.2 REINFORCEMENT

- A. Reinforcing steel as specified in Section 03200.

### 2.3 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I or Type II Portland type; low alkali; grey color.
- B. Fine and Coarse Aggregates Normal Weight Concrete: ASTM C33, non reactive when tested in accordance with ASTM C289 and Appendix X-1 of ASTM C33.
- C. Fine and Coarse Aggregate, Light Weight Concrete: ASTM C330.

- D. Water: ASTM C1602, clean and not detrimental to concrete.

## 2.4 ADMIXTURES

- A. Fly Ash: ASTM C618, Class F.
- B. Water Reducing Admixture: ASTM C494, Type A.
- C. Crystalline Waterproofing Admixture: Xypex Admix C-1000 as manufactured by Xypex Chemical Corporation, [www.xypex.com](http://www.xypex.com).
- D. Calcium chloride, or any other admixtures not allowable.

## 2.5 ACCESSORIES

- A. Bonding Agent: ASTM C932; Weld-Crete as manufactured by Larsen Products Corp., [www.larsenproducts.com](http://www.larsenproducts.com).
- B. Non-shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 7000 psi in 28 days.
- C. Joint Filler: ASTM D1751, 1/2 inch thick.
- D. Sand Fill: Manufactured "crusher run" sand free of silt, clay, loam, friable or soluble materials or organic matters, all passing the No. 4 sieve and only 5 percent passing the No. 200 sieve.
- E. Substitutions: Under provisions of Section 01630.

## 2.6 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94 ACI 318, Section 5.3.
- B. Footings: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 3,000 psi at 28 days.
  - 2. Maximum Water-Cement Materials Ratio: 0.60.
  - 3. Aggregate Size: 1-1/2 inch maximum.
  - 4. Slump Limit: 4 inch minimum, 6 inch maximum.
  - 5. Fly Ash: Maximum 25 percent by weight.
- C. Foundation Walls: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 3,000 psi at 28 days.
  - 2. Maximum Water-Cement Materials Ratio: 0.60.
  - 3. Aggregate Size: 1-1/2 inch maximum.
  - 4. Slump Limit: 4 inch minimum, 6 inch maximum.
  - 5. Fly Ash: Maximum 25 percent by weight.



### 3. PART 3 EXECUTION

#### 3.1 INSPECTION

- A. Verify anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, held securely, and will not cause difficulty in placing concrete.

#### 3.2 PREPARATION

- A. At locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels, and pack solid with non-shrink grout.
- B. Place 2 inch thick sand fill over subgrade.
- C. Compact sand fill per Geotechnical Report.

#### 3.3 PLACING CONCRETE

- A. Notify Architect minimum 24 hours prior to commencement of concreting operations.
- B. Place concrete in accordance with ACI 301.
- C. Hot Weather Placement: ACI 305R.
  - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water.
  - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete in hot weather. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.
- D. Cold Weather Placement: ACI 306.1.
  - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 306.1
- E. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.
- F. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- G. Place interior floor slabs on fill in a strip sequence pattern.
- H. Excessive honeycomb or embedded debris in concrete is not acceptable.

#### 3.4 JOINTS

- A. Saw cut control joints at an optimum time after finishing. Use 3/16 inch thick blade, cutting 1/3 into depth of slab thickness.
- B. Provide control joints at 15 feet on center unless otherwise indicated.
- C. Separate slabs from vertical surfaces with joint filler. Extend joint filler from bottom of slab to within 1/4 inch of finished slab surface.

### 3.5 FINISHING OF FORMED SURFACES

#### A. Rough form finish:

1. Leave surfaces with the texture imparted by forms, except patch tie holes and defects.
2. Remove fins exceeding 1/4 inch in height.
3. Use for below grade foundation walls and concealed spaces.

### 3.6 PATCHING

- A. Notify Architect immediately upon removal of forms to determine areas that will require patching.
- B. Surface defects shall include color and texture irregularities, stains, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections and discolorations in the surface that cannot be removed by cleaning.
- C. Patch imperfections in accordance with ACI 301.

### 3.7 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required levels and lines, details, and elevations.
- B. Repair or replace concrete not properly placed or of the specified type.

### 3.8 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01458 and as required by the Division of the State Architect and District Inspector.
- B. Owner's Inspector will take cylinders and perform slump and air entrainment tests in accordance with ACI 301 and will arrange for pick-up by Testing Laboratory.
- C. Three cylinders will be taken for every 50 yards, or fraction thereof, for each class of concrete for each day.
- D. Tests of cement and aggregates will be performed by Testing Laboratory to ensure conformance with requirements stated herein.
- E. Slab tolerance as measured by ASTM E1155 shall be performed within 72 hours of floor slab installation.
- F. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

### 3.9 PROTECTION

- A. Protect finished work under provisions of Section 01600.
- B. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

END OF SECTION

## **SECTION 10400**

### **IDENTIFYING DEVICES**

#### **1. PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Metal signs.

##### **1.2 REFERENCES**

- A. CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2.
- B. 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.

##### **1.3 SUBMITTALS**

- A. Submit shop drawings under provisions of Section 01330.
- B. Submit shop drawings listing sign styles, lettering and locations, spacing and installation method.

##### **1.4 REGULATORY REQUIREMENTS**

- A. Conform to CBC - California Building Code, (CCR), Title 24, Part 2 and the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design for accessibility requirements.

##### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and protect products to site under provisions of Section 01600.
- B. Package signs, labeled in name groups.

##### **1.6 ENVIRONMENTAL REQUIREMENTS**

#### **2. PART 2 PRODUCTS**

##### **2.1 MANUFACTURERS**

- A. Metal Signs:
  - 1. Four S Company, (877) 597-1288. No URL available.
  - 2. Signs and Lucite Products, Inc., [www.signscalifornia.com](http://www.signscalifornia.com).
  - 3. Signtec, [www.signtec.com](http://www.signtec.com).
  - 4. Traffic Control Service Inc., [www.trafficmanagement.com](http://www.trafficmanagement.com).
  - 5. Substitutions: Under provisions of Section 01630.

##### **2.2 MANUFACTURED UNITS**

- A. Gate Signage: 12 inch x 12 inch x 18 ga. aluminum accesible sign. Mount mechanically with vandal-resistant fasteners.
- B. Accessories: Provide all anchors, adhesives, and accessories for a complete installation.

### 3. PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means installer accepts existing surfaces.

#### 3.2 INSTALLATION - GENERAL

- A. Install in accordance with manufacturer's instructions.
- B. Install true, plumb, level and adequately secured to substrate.
- C. Clean and polish.

END OF SECTION

## **SECTION 13125**

### **PERMANENT GRANDSTANDS AND BLEACHERS** **LEG TRUSS DESIGN**

#### **PART 1 - GENERAL**

##### **1.01 SYSTEM DESCRIPTION**

- A. Provide labor, material, equipment and supervision necessary to complete installation of permanent steel grandstand, including the following:
  - 1. Steel Substructure
  - 2. Decking System
  - 3. Concrete Foundation

##### **1.02 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Manufacturers must have ten years of experience in the manufacture of bleachers and grandstands; manufacturer must exhibit proof of business existence for past five years with documentation; welders must be AWS certified.
- B. Installer Qualifications: Experienced in the proper installation of grandstands.
- C. Source Quality Control: Mill Test Certification.

##### **1.03 SUBMITTALS**

- A. Manufacturer's Product Data: Submit manufacturer's descriptive product data for project.
- B. Shop Drawings: Manufacturer to submit shop drawings sealed by a registered engineer and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the applicable code and relevant laws.
- C. Certificates:
  - 1. Insurance Certificate
  - 2. Bid Bond
- D. Product Sample: Submit one 18-inch seat sample.
- E. Color Sample: If applicable, submit sample.

##### **1.04 SITE CONDITIONS**

- A. Field Site:
  - 1. Owner to make site accessible.
  - 2. Owner to verify site locations, benchmarks.
- B. Underground Utility Line: Owner to clearly mark all underground utilities and obstructions and Owner to relocate all that conflict with grandstand.
- C. Soil Test: Furnished by Owner.

##### **1.05 BUILDING CODES**

- A. Must meet or exceed all State and Local applicable codes and in compliance with the International Building Code adopted by the jurisdiction and CABO/ANSI A117.1 Barrier Free Sub code.

## **1.06 WARRANTY**

- A. Permanent Grandstand shall be under warranty for a period of ONE (1) year beginning at Date of Substantial Completion for Projects installed by Manufacturer. The warranty will provide for repair or replacement of failed components due to defect in materials and workmanship of installation for the specified period. This warranty excludes any other defects resulting from abnormal use in service, vandalism, weathering, oxidation, accidental or intentional damage or any occurrences beyond Manufacturer's control.

## **1.07 MAINTENANCE**

- A. Owner is to conduct annual inspection and required maintenance of grandstand to ensure safe conditions. It is also recommended that a professional engineer or registered architect perform inspections biennially.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Southern Bleacher Company (800) 433-0912. Leg Truss Design.
  - 1. Alternate manufacturers seeking to be pre-approved to bid must submit product literature and five (5) project references (with contact names/numbers) to the Owner 14 days prior to bid date for similar size DSA approved projects completed in the past two years.
  - 2. Manufacturers bidding the project must furnish their own submittals and calculations for review and approval by D.S.A.
  - 3. No time extensions to the schedule will be granted awaiting DSA approval of submittals.

### **2.02 PERMANENT STEEL GRANDSTAND**

- A. Product Description
  - 1. Leg Truss Design: Gross seating capacity of 1,218, 10 rows, and 182' 10" long. Net seating of 890, plus 12 wheel chair spaces
  - 2. Vertical columns are placed 6 feet on center laterally and as required on center front to back.
  - 3. Stringers: Stringers are wide flange with steel angle rise and depth fabrication and are placed at 6 feet on center.
  - 4. Front Walkway:
    - a. 6' 0" wide
    - b. Elevated 2' 8" above grade at benchmark.
  - 5. Entry stairs to be firmly anchored to uniformly poured concrete bases.
    - a. Stair rise: 6 inches with aluminum closure and contrasting aluminum stair nose.
    - b. Stair tread depth: 11 inches.
    - c. Guardrails: As required by code.
    - d. Stairs to have handrail extension. The handgrip portion of handrails shall not be less than 1 1/2 inches or more than 2 inches in cross-sectional dimension or the shape shall provide an equivalent gripping surface. The handgrip portion of handrails shall have a smooth surface with no sharp corners. The top of handrails and handrail extensions shall be placed not less than 34 inches or more than 38 inches above the nosing of treads and landings. Where handrails are not continuous between flights, the handrails shall extend horizontally at least 12 inches beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser. Ends shall be returned or shall terminate in newel posts or safety terminals.

6. Aisles:
  - a. Aisles with seating on both sides to have discontinuous mid-aisle handrails. The handrails shall be discontinuous with breaks at intervals not to exceed five rows. These breaks shall have a clear width of at least 22 inches and not greater than 36 inches horizontally.
  - b. Anodized aluminum handrails with rounded ends to be provided with an intermediate handrail below the main handrail.
  - c. Aluminum tread nosing of contrasting color on aisle steps.
  - d. Half steps shall be provided for riser heights above 8 inches.
  - e. Half steps shall provide equal rise and run throughout aisle. Each shall have aisle nosing with non-skid black powder coated finish or other paint system meeting AAMA 603.8-92 specifications with a hardness rating of 2H and riser closure with clear anodized finish.
  - f. Aisles with a riser height of non-uniformity shall be indicated with distinctive markings as required by code.
7. Decking:
  - a. Rise per row 8" in front and 12" behind cross aisle, depth per row 25".
  - b. Each seat 17 inches above its respective tread.
  - c. Aluminum Decking Arrangement
    - (1) Full Deck System
  - d. Seating Selection
    - (1) Anodized Aluminum Bench Seat
      - (a) 2 x 10 (standard), Die #7758 with height of 1 1/2".
8. Guard railing: To be at all sides of bleacher, entry stairs and ramps, portals, and landings. Railing to be anodized aluminum with end plugs at ends of straight runs and/or elbows at corner. All guardrails shall be secured to angle rail risers by galvanized fasteners. Railing shall be at heights as required by code for its location on the grandstand. Guard railing shall include intermediate railing, or galvanized chain link fencing fastened in place with galvanized fasteners and aluminum ties.
10. Ramps:
  - a. Slope: 1 in 12.5.
  - b. Guardrails: As required by code, plus toe board.
  - c. Handrail: Ramps to have handrail extension. The handgrip portion of handrails shall not be less than 1 1/2 inches or more than 2 inches in cross-sectional dimension or the shape shall provide an equivalent gripping surface. The handgrip portion of handrails shall have a smooth surface with no sharp corners. The top of handrails and handrail extensions shall be placed not less than 34 inches or more than 38 inches above the ramp surface. Where handrails are not continuous between runs, the handrail shall extend horizontally above the landing 12 inches minimum beyond the top and bottom ramps. Ends shall be returned or shall terminate in newel posts or safety terminals.
11. Handicap provision:
  - a. Quantity of wheelchair spaces: 12.
  - b. Riser area adjacent to wheelchair spaces to have intermediate construction so 4 inch sphere cannot pass through opening.

B. Materials/Finishes

1. Substructures:
  - a. Structural shapes meet one of the following ASTM specifications: A36, A36/A572 grade 50, A572 grade 50, A529-50, or A500 grade B.
  - b. Shop connections are seal welds.
  - c. After fabrication, all steel is hot-dipped galvanized to ASTM-A-123 specifications.
  - d. Painted steel is unacceptable.
2. Extruded Aluminum:
  - a. Seat Planks, Backrests, Stanchions, Riser Planks and Railing are extruded aluminum alloy, 6063-T6.
    - (1) Clear anodized 204R1, AA-M10C22A31, Class II

- (2) Coating: Riser Board Front Facade
      - (a) Factory applied, baked-on Kynar or Hylar/acrylic resin based paint coating, Dur-Kyn, as manufactured by the Valspar Corporation. Dur-Kyn meets or exceeds the physical and performance properties of AAMA 2603. (Specify color).
    - b. Tread Planks: Extruded aluminum alloy, 6063-T6 mill finish.
    - c. Railing: Extruded aluminum alloy, 6063-T6 clear anodized 204R1, AA-M10C22A31, Class II.
  - 3. Accessories:
    - a. Channel End Caps: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II.
    - b. Cast End Caps: Aluminum 319 alloy, cast finish.
    - c. Hardware:
      - (1) Bolts, Nuts: Hot-dipped galvanized or mechanically galvanized.
      - (2) Hold-down Clip Assembly: Aluminum alloy 6005A-T6, mill finish.
      - (3) Structural Hardware: Equal to or greater than hot-dipped galvanized ASTM-A307. No connections utilizing high strength bolts are classed as slip critical.
    - d. Aisle Nose and Stair Nose: Aluminum alloy, 6063-T6, non-skid black powder coated finish or other paint system meeting AAMA 603.8-92 specifications with a hardness rating of 2H.
- C. Fabrication:
  - 1. Design Load:
    - a. Tread and Seat Area: 100 psf uniform live load.
    - b. Seat (Vertical): 120 lbs/lf.
    - c. Seat (Horizontal Sway): 24 lbs/lf parallel and 10 lbs/lf perpendicular to seat.
    - d. Handrail and Guardrail: 50 lbs/lf in any direction.
    - e. Handrail and Guardrail: 200 lbs concentrated in any direction.
    - f. Snow Loads: As per State adopted code.
    - g. Wind Loads: As per State adopted code.
    - h. Seismic Loads: As per State adopted code.
  - 2. All manufactured connections to be shop welded.
    - a. Manufactured by certified welders conforming to AWS Standards.

## 2.03 PRESS BOX WITH METAL STRUCTURE

- A. Product Description: Type II Construction
  - 1. Press Box Support Structure: Independently supported but connected to rear of grandstand. Support Structure to be 36 feet wide x 8 feet deep.
  - 2. Press Box Dimensions: 36 feet wide x 8 feet long, with three interior compartments and sloped front window design.
  - 3. Filming Area/Observation Deck located on Press Box roof.
  - 4. Press Box to be of open construction, allowing inspection of electrical wiring, switches, and other components without destructive disassembly.
- B. Materials/Finishes
  - 1. Press Box Support Structure:
    - a. Structural shapes meet one of the following ASTM specifications: A36, A36/A572 grade 50, A572 grade 50, A529-50, or A500 grade B.
    - b. Shop connections are seal welds.
    - c. After fabrication, all steel is hot-dipped galvanized to ASTM-A-123 specifications.
  - 2. Press Box: All materials shall be new and shall comply with ASTM specifications.
    - a. Floor
      - (1) Main support to be a galvanized steel floor frame sized to support structure and metal belly pan for support of insulation.



- (2) Floor to be INTERLOCK Aluminum Decking System, extruded aluminum alloy 6063-T6, mill finish. Attach Decking System to steel floor frame with mechanical fasteners at end of plank and at intermediate supports. (Tongue & Groove or Standard extrusion is not acceptable.)
  - (3) Insulation: Poly-encapsulated Formaldehyde-free fiberglass building insulation R-13, 3 1/2 inches thick. Batt or roll as manufactured by Johns Manville, or equal.
- b. Wall Structure
- (1) 4 inch x 4 inch x 11 gauge square tubing with maximum span of 14 feet on front wall and maximum span of 6 feet on back wall and 4 inch x 2 1/2 inch x 14 gauge steel "cees" with maximum spacing of 5 feet for all walls with siding. Spans greater than these require engineered calculations for design.
    - a) Steel framing shapes to meet one of the following ASTM's, A500 Grade A or B 45 ksi, A36 50ksi, A1011 CS Type B.
  - (2) Insulation: Poly-encapsulated Formaldehyde-free fiberglass building insulation R-13, 3 1/2 inches thick. Batt or roll as manufactured by Johns Manville or equal.
  - (3) Interior Finish
    - a) 1/2 or 5/8 inch vinyl coated gypsum panels (as required), Gold Bond vinyl-surfaced Durasan.
    - b) Cove Base: Vinyl 4 inches x .080.
  - (4) Exterior Finish
    - a) 26 gauge prefinished R-Panel paneling as manufactured by MBCI, Signature 200 color series, or equal.
    - b) Wall panels are attached with #12 TEK screws - 6" O.C. at the top, midpoint and bottom of the panels.
    - c) Lap screws are placed at each end of the panels, at the intermediate supports, and at the mid-point between supports (TEK #14).
    - d) All fasteners to be painted same color as exterior paneling.
- c. Roof Structure
- (1) 4 inch x 4 inch x 11 gauge square tubing with maximum spacing of 6 feet on center and 4 inches x 2 1/2 inches x 14 gauge steel "cees" with maximum spacing of 2 feet on center.
  - (2) Roof: 1/8 inch four way steel plate roof, continuous welded seams coated with acrylic metal primer as manufactured by Coronado and 36 mils of acrylink roof coating as manufactured by Isothermal Protective Coatings, or equal. Plate is welded on both sides of rafters with 1-1/2 inch long 1/8 inch fillet welds on 12 inch centers.
  - (3) Insulation: Poly-encapsulated Formaldehyde-free fiberglass building insulation, R-19 (minimum) 6 inches thick. Batt or roll as manufactured by Johns Manville or equal.
  - (4) Cornice: 26 gauge steel prefinished to match metal siding.
  - (5) Ceiling: 24 inch x 24 inch x 5/8 inch acoustical lay in ceiling tile with removable tiles, per 2006 IBC or local code, applicable category per seismic zone, (in California per 2007 CBC, applicable category per seismic zone, ref. DSA IR 25-5).
- d. Exterior Door(s)
- (1) Full flush steel construction with hollow or polystyrene core. 18 gauge skin sheets. Dimensions: 3 feet 0 inches x 6 feet 8 inches. Color: Coordinated with press box siding color.
  - (2) Steel door frame (16 gauge) complete with 1/2 inch threshold and weather-stripping.
  - (3) Exterior Hardware: Yale 546F Exterior Trim, or equal. Handles shall be lever type that allows operation without tight grasping or twisting of the wrist. Keyed alike locks.
  - (4) Interior Hardware: Yale 2100 Exit Device, or equal. Handle shall be panic bar that allows for opening without any grasping, twisting or turning.

- e. Interior Doors
  - (1) Interior Hollow Core Birch Unit. Dimensions: 3 feet 0 inches x 6 feet 8 inches.
  - (2) Hardware: Handles shall be lever type that allows operation without tight grasping or twisting of the wrist.
- f. Interior Walls
  - (1) Framing to be steel galvanized studs (25 gauge) 1 1/4 inch x 3 5/8 inch or 4 inch at maximum 2 feet on center.
  - (2) Finishes are to be consistent with all other interior finishes.
- g. Windows
  - (1) Frame: Extruded aluminum single hung, horizontal sliding unit, thermal break.
  - (2) Sash: Tilt toward inside for easy cleaning.
  - (3) Glazing: Clear tempered panes.
  - (4) Dimensions of each unit: Dependent on compartment size. At interior wall locations or structural support locations the dimension between windows shall be no greater than 6 inches.
  - (5) Finish: Electrostatically applied acrylic enamel.
- h. Work Bench
  - (1) 1 inch thick x 21 inch wide clear anodized aluminum work bench supported by 4 inch x 2 1/2 inch x 14 gauge steel. Countertops heights shall be constructed to allow wheelchair usage at all locations.
- i. Caulking: Sonneborn NP1 – Polyurethane sealant, all temperature, UV resistant, or equal. Silicone products are not acceptable.
- j. Electrical
  - (1) Submittal drawing shall indicate devices and circuitry.
  - (2) Fixtures: 2-lamp, 58 or 64 watt fluorescent, 2' x 4' lay-in design as manufactured by Lithonia Lighting, or equal. Fixtures shall be located above countertop and be maximized to full length of compartment space.
  - (3) Wiring to be in EMT, flexible metal conduit or surface raceway. N.E.C. breaker panel to be 100 amp flush or surface mounted on wall with 1 1/4 inch conduit stubbed out bottom of press box or 2 inch rigid conduit to be stubbed out at back wall of press box ready for service line to be connected. (Service line to Press Box is responsibility of Owner).
  - (4) Electrical outlet(s) installed per NEC shall be standard duty. All outlets shall be surface or flush mounted.
  - (5) Sound, Telephone, Clock, Field Communication: Empty single or double outlet boxes (as required) per N.E.C. with 3/4 inch conduit stubbed out bottom of Press Box for use of Owner. Outlet boxes to be flush mounted into wall. Any wiring completed on-site will be responsibility of such contractor for inspections. Quantity. Two will be provided. Owner shall indicate additional boxes needed.
  - (6) Filming Area/Observation Deck: Weathertight outlet box for cameras. Quantity: One. Owner shall indicate additional outlets needed.
- k. Filming Area/Observation Deck
  - (1) Access
    - (a) Interior: Roof hatch with OSHA-rated aluminum ladder mounted to an interior back wall.
  - (2) Roof guard railing to be 42" above walking surface around perimeter of deck attached to 5/8 inch galvanized studs to be welded to roof support structure. The guard railing to include anodized aluminum with 9 gauge galvanized chain link fencing fastened in place with galvanized fasteners and aluminum ties.
  - (3) 18' X 8' Canopy Cover over center portion of roof area.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. All work performed by technicians experienced in bleacher seating installation.
- B. Project as per approved shop drawings.
- C. Stand to be left broom clean upon completion of installation.

### **3.02 FIELD QUALITY CONTROL**

- A. Foundations: Footings for the grandstand shall provide sufficient bearing area at bottom to support all loads of the grandstand. Depth and design of footings shall be determined by owner supplied soil test. Hot-dipped galvanized anchor bolts shall be secured in the concrete footings. Concrete shall attain working strength of 3,000 psi.

### **3.03 CLEAN-UP**

- A. Clean up all debris caused by work of this section.
- B. The Owner, Architect and Contractor acknowledge and accept that mill finish aluminum as specified will have water stains present from transportation and storage during installation. Removal of these stains is not part of this contract.
- C. Stand to be broom cleaned at completion.

END OF SECTION