BID DOCUMENTS

FOR

OAK HILL ELEMENTARY SCHOOL
NEW TRASH ENCLOSURE

PROJECT NO. 26-03

OAK HILL ELEMENARY SCHOOL ("OHES")

3909 N. LOOP BLVD

ANTELOPE, CA 95843

DSA Application No. 02-123876

April 17, 2026

CENTER JOINT UNIFIED SCHOOL DISTRICT

8408 Watt Ave., Antelope, CA 95843
Telephone: (916) 338-7580

PROJECT DIRECTORY

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TABLE OF CONTENTS

Page

DIVISION 00 – BIDDING INFORMATION

NOTICE INVITING BIDS 1

INSTRUCTIONS TO BIDDERS 4

DESIGNATION OF SUBCONTRACTORS 12

DESIGNATION OF SUBCONTRACTORS FORM 13

BID FORM 15

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM 20

NON-COLLUSION DECLARATION 21

BID GUARANTEE FORM 22

BID BOND FORM 23

SITE-VISIT CERTIFICATION 25

REQUEST FOR SUBSTITUTION AT TIME OF BID 26

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM 28

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT 29

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE 30

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY 32

AGREEMENT FORM 33

PAYMENT BOND 37

PERFORMANCE BOND 40

GUARANTEE 44

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION 45

005484.00006
14961780.1 INSURANCE DOCUMENTS & ENDORSEMENTS 48

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-OUT STATEMENT 50

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS 51

GENERAL CONDITIONS 53

ARTICLE 1 DEFINITIONS 53

1.1 BASIC DEFINITIONS 53
1.2 EXECUTION, CORRELATION AND INTENT 59
1.3 DISTRICTSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS 61
1.4 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT 61

ARTICLE 2 DISTRICT 63

2.1 NOT USED 63
2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO CURE AND CORRECT) 63

ARTICLE 3 THE CONTRACTOR 65

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES 65
3.2 SUPERVISION 66
3.3 LABOR AND MATERIALS 67
3.4 WARRANTY 70
3.5 TAXES 71
3.6 PERMITS, FEES AND NOTICES 71
3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT 72
3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE 72
3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES 73
3.10 SUBSTITUTIONS 77
3.11 INTEGRATION OF WORK 77
3.12 CLEANING UP 78
3.13 ACCESS TO WORK 79
3.14 ROYALTIES AND PATENTS 79
3.15 NOT USED 80
3.16 NOT USED 80
3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS 80
3.18 EQUIPMENT MANUALS 80
3.19 DIR REGISTRATION 81

ARTICLE 4 ADMINISTRATION OF THE CONTRACT AND CLAIMS 82

4.1 ARCHITECT 82

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT 82
4.3 PROJECT INSPECTOR 83
4.4 STOP WORK ORDER 84
4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES 85
4.6 DISPUTES AND CLAIMS 86

ARTICLE 5 SUBCONTRACTORS 91

5.1 DEFINITIONS 91

ARTICLE 6 CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS 92

6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS 92
6.2 NOT UESD 92
6.3 DISTRICT'S RIGHT TO CLEAN UP 92

ARTICLE 7 CHANGES IN THE WORK 93

7.1 CHANGES 93
7.2 CHANGE ORDERS ("CO") 93
7.3 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD) 94
7.4 REQUEST FOR INFORMATION ("RFI") 95
7.5 REQUEST FOR PROPOSAL ("RFP") 96
7.6 CHANGE ORDER REQUEST ("COR") 97
7.7 COST OF CHANGE ORDERS 97

ARTICLE 8 TIME AND SCHEDULE 103

8.1 DEFINITIONS 103
8.2 HOURS OF WORK 103
8.3 PROGRESS AND COMPLETION 103
8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES 106

ARTICLE 9 PAYMENTS AND COMPLETION 107

9.1 CONTRACT SUM 107
9.2 COST BREAKDOWN 107
9.3 PROGRESS PAYMENTS 108
9.4 APPLICATIONS FOR PROGRESS PAYMENTS 109
9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE 110
9.6 DECISIONS TO WITHHOLD PAYMENT 111
9.7 NONCONFORMING WORK 112
9.8 NOT USED 113
9.9 COMPLETION OF THE WORK 113
9.10 PARTIAL OCCUPANCY OR USE 116
9.11 COMPLETION AND FINAL PAYMENT 117

9.12 SUBSTITUTION OF SECURITIES 120

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY 121

10.1 SAFETY PRECAUTIONS AND PROGRAMS 121
10.2 SAFETY OF PERSONS AND PROPERTY 123
10.3 EMERGENCIES 125
10.4 HAZARDOUS MATERIALS 126

ARTICLE 11 INSURANCE AND BONDS 128

11.1 CONTRACTOR'S LIABILITY INSURANCE 128
11.2 WORKERS' COMPENSATION INSURANCE 130
11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE 130
11.4 FIRE INSURANCE 131
11.5 AUTOMOBILE LIABILITY 131
11.6 OTHER INSURANCE 131
11.7 PROOF OF INSURANCE 131
11.8 COMPLIANCE 132
11.9 WAIVER OF SUBROGATION 132
11.10 PERFORMANCE AND PAYMENT BONDS 133

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK 134

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS 134
12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT 134
12.3 UNCOVERING OF WORK 134
12.4 CORRECTION OF WORK 135

ARTICLE 13 MISCELLANEOUS PROVISIONS 137

13.1 GOVERNING LAW 137
13.2 SUCCESSORS AND ASSIGNS 137
13.3 WRITTEN NOTICE 137
13.4 RIGHTS AND REMEDIES 137
13.5 TESTS AND INSPECTIONS 137
13.6 TRENCH EXCAVATION 139
13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE 139
13.8 RECORDS OF WAGES PAID 141
13.9 APPRENTICES 143
13.10 ASSIGNMENT OF ANTITRUST CLAIMS 145
13.11 STATE AND DISTRICT CONDUCTED AUDITS 145
13.12 STORM WATER POLLUTION PREVENTION 146

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT 150

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE 150
14.2 TERMINATION BY THE DISTRICT FOR CAUSE 150
14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT) 152

14.4 REMEDIES OTHER THAN TERMINATION 152

ARTICLE 15 DEBARMENT 154

15.1 DEBARMENT MEANS THERE HAS BEEN A FINDING THAT THE CONTRACTOR IS NOT RESPONSIBLE. 154
15.2 BOARD FINDING 154
15.3 HEARING AND PRESENTATION OF EVIDENCE 154

SPECIAL CONDITIONS 156

Procurement and Contracting Requirements Group
00 0101 Project Title Page
00 0107 Seals Page
00 0110 Table of Contents

Division 01 General Requirements
01 2113 Cash Allowances
01 2300 Alternates
01 3119 Project Meetings and Procedures
01 3516 Alteration Project Procedures
01 4000 Additional Requirements for DSA Reviewed Projects
01 4500 Quality Control
01 5000 Temporary Facilities and Controls
01 7329 Cutting and Patching
01 7423 Final Cleaning

Division 02 Existing Conditions
02 4100 Site Demolition

Division 03 Concrete
03 2000 Concrete Reinforcing
03 3000 Cast-In-Place Concrete

Division 04 Masonry
04 0500 Common Work Results for Masonry
04 2200 Concrete Unit Masonry

Division 05 Metals
05 5000 Metal Fabrications

Division 08 Openings
08 7100 Door Hardware

Division 09 Finishes
09 9100 Painting

Division 31 Earthwork
31 0000 Earthwork

Division 32 Exterior Improvements
32 1200 Asphalt Concrete Paving
32 1600 Site Concrete

Division 33 Utilities
33 4000 Site Drainage

END TABLE OF CONTENTS

NOTICE INVITING BIDS

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Center Joint Unified School District of Sacramento County, California, acting by and through its Governing Board, hereinafter referred to as the "District" or "CJUSD", will receive prior to **2:00:00pm on May 20, 2026,** sealed bids for the award of a Contract for the following:

BID NO. 26-03

OAK HILL ELEMENTARY SCHOOL NEW TRASH ENCLOSURE

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the District Facilities Office at ***8408 Watt Ave., Antelope CA 95843*** and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time is Forty (40) calendar days.

CONTRACTOR should consult the General Conditions, Special Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Miscellaneous Information

Contract Documents are available on **April 17, 2026**, upon request from Capital Program Management, Inc., attention Terra Carlson at terra@capitalpm.com, or by download directly from the District's website at https://www.centerusd.org/Our-District/General-information/Request-For-Proposal/.

A **mandatory pre-bid conference** and site visit will be held on **Tuesday, April 28, 2026**, beginning at **9:00 AM**, at Oak Hill Elementary School, 3909 N. Loop Blvd, Antelope, CA 95843. The Site visit is expected to take approximately one hour. Failure to attend any portion of the pre-bid conference and site visit or tardiness will render bid ineligible.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class A and/or B License at the time of bid and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

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.

Each bidder shall submit with its bid — on the form furnished with the Contract Documents — a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100 et seq.

In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys 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 as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. 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 this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the CJUSD or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Where applicable, bidders must meet the requirements set forth in Public Contract Code section 10115 et seq., Military and Veterans Code section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contract Code section 3400 must be made at the time of Bid on the Substitution Request Form set forth in the Contract Documents and included with the bid.

No telephone or facsimile machine will be available to bidders on the District premises at any time.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Publish Dates:

April 17, 2026
April 24, 2026

INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Inviting Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

3. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. 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 Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered**.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid

price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications and all other documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements Contractor which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is two (2). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Richard Putnam, Director of Facilities
rputnam@centerusd.org

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and email address, Specifications and/or Drawing number, and document title. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** calendar days prior to bid opening. Requests received less than **six (6)** calendar days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by District not less than seventy-two (72) hours prior to bid opening.

10. 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 prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices

of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. 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. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to next lowest responsible and responsive bidder or release all bidders**. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions**.

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's representative, not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the District Superintendent, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Center Joint Unified School District
Business Department
8408 Watt Ave.
Antelope, CA 95843-9116

c. Appeal Review: The District Superintendent or their designee shall review the decision on the bid protest from the Director of Facilities and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the District Superintendent or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate..

14. 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, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

16. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the 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 requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Documents.

17. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

18. 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 and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

19. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

f. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
2) Will entail no changes in detail, construction and scheduling of related work;
3) Will be acceptable in consideration of the required design and artistic effect;
4) Will provide no cost disadvantage to the District;
5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

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

20. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the CJUSD's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the CJUSD may deem such bid non-responsive. A bid may be determined by the CJUSD to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CJUSD even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said

Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

23. Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

24. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., 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 this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

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

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

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

25. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DI's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the CJUSD or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and

grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the CJUSD or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The CJUSD reserves the right to withhold contract payments if the CJUSD is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the CJUSD. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

26. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

27. Obtaining Bidding Documents. Contract Documents are available on April 17, 2026, upon request from Capital Program Management, Inc., attention Terra Carlson at terra@capitalpm.com, or by download directly from the District's website at **https://www.centerusd.org/Our-District/General-information/Request-For-Proposal/.**

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

28. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District on behalf of Center Joint Unified and only in the form of a written Addendum. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered and dated. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

29. Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District

b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,

d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ❑ Bid Form
- ❑ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ❑ Designation of Subcontractors
- ❑ Contractor's Certificate Regarding Workers Compensation
- ❑ Non-Collusion Declaration
- ❑ Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ❑ Site Visit Certificate
- ❑ Acknowledgment of Bidding Practices Regarding Indemnity
- ❑ DVBE Participation Statement
- ❑ Contractor's Certificate Regarding Drug-Free Work Place
- ❑ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a 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 Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 Contractor's total bid where the 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 Contractor's total bid where 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.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the CJUSD receives this information in a timely manner. The CJUSD is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the CJUSD, the CJUSD's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder Representative: _____

Address: _____

Phone: _____

BID FORM

Project No. 26-03

FOR

CENTER JOINT UNIFIED SCHOOL DISTRICT

FOR

OAK HILL ELEMENTARY SCHOOL NEW TRASH ENCLOSURE

CONTRACTOR NAME: _____

ADDRESS: _____

_____

TELEPHONE: ( ) _____

FAX: ( ) _____

EMAIL: _____

TO: **Center Joint 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, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, 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 labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

Bid No. 26-03 Oak Hill Elementary School New Trash Enclosure

for the District described above, all in strict conformance with the drawings and other Contract Documents on file at the District Offices of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Oak Hill Elementary School New Trash Enclosure

_____ **Dollars** $ _____
Base Bid

4. ADD ALTERNATE BID: **NOT USED**

5. ALLOWANCES**:** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance #1 for Unforeseen Conditions at Oak Hill ES	$25,000

Allowance #2 for DSA Back Check Comments	$10,000

6. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. The Site Visit Certification, if applicable, is attached hereto.

12. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, 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 or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

13. The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

_____

_____

_____

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

14. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

15. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

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

16. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded 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 Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

17. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents and requirements that are attached to and/or contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

18. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District;

b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72).

19. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form,

I agree to receive service of notices at the e-mail address listed below.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

_____
Proper Name of Company

_____
Name of Bidder Representative

_____
Street Address

_____
City, State, and Zip

(_____)_____
Phone Number

(_____)_____
Fax Number

_____
E-Mail

By: _____ Date: _____
Signature of Bidder Representative

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 a 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.

All signatures must be made in permanent blue ink.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. 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 employees.

3. For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

_____
(Signature)

_____
(Print)

_____
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Center Joint Unified School District or a certified check payable to the order of the Center Joint Unified School District in an amount equal to ten percent (10%) of the base bid and alternates ($_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

_____
Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Center Joint Unified School District (hereafter called "District") in the sum of _____ ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20___.

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

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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 call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By _____

(Corporate Seal)

Principal's Signature

_____

Typed or Printed Name

_____

Principal's Title

By _____

(Corporate Seal)

Surety's Signature

_____

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

SITE-VISIT CERTIFICATION

PROJECT: **#26-03 Oak Hill Elementary School New Trash Enclosure**

Check whichever option applies:

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

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

Bidder fully relieves and releases the Center Joint Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s), related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Legal Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an "or equal" or is not accepted by District and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied[1] (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in

[1] Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

- The proposed Substitution does not affect the dimensions shown on the Drawings.
- The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
- The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
- Maintenance and service parts will be available locally for the proposed substitution.
- In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
- If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

District: _____

By: _____

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Center Joint Unified School District

RE: Project Number 26-03 Oak Hill Elementary School New Trash Enclosure

Construction Contract for _____

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

> "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

_____
Contracting Party

_____
Name of Agent/Title

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Center Joint Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq*.)

Project Name: Oak Hill Elementary School New Trash Enclosure

Bid No.: 26-03

DSA No.: 02-123876

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following**:

- ❑ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

- ❑ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____dollars ($_____), which represents approximately _____percent (___%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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 performing 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:

- 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.

- Establishing a drug-free awareness program to inform employees about all of the following:

    a. The dangers of drug abuse in the workplace;
    b. The person's or organization's policy of maintaining a drug-free workplace;
    c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations;

- 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Center Joint Unified School 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

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE:_____

_____
CONTRACTOR

By:_____
Signature

AGREEMENT FORM

THIS AGREEMENT, entered into this____ day of_____, 20__ in the County of Sacramento of the State of California, by and between the **Center Joint Unified School District,** hereinafter called the "District" or the "CJUSD", and _____, hereinafter called the "Contractor".

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Project No. 26-03: **Oak Hill Elementary School New Trash Enclosure** in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the CJUSD 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 an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, 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 CJUSD Facilities office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within Forty (40) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

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

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of **Five Hundred Dollars ($500) per calendar day** for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

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 Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

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

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

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

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

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or

satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - 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 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists 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
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgement of Bidding Practices Regarding Indemnity
DVBE Participation Statement and Close-Out Forms
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
Contractor's Certification Regarding Background Checks
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Special Conditions
General Requirements
Exhibits
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of 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 as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

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

Center Joint Unified School District	CONTRACTOR:
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Title	Title
_____	_____
Signature	Signature
Dated: _____	_____
	Type or Printed Name
	_____
	Title (Authorized Officers or Agents)
	_____
	Signature
	(CORPORATE SEAL)

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: **Oak Hill Elementary School New Trash Enclosure** (hereinafter referred to as the "Public Work"); and

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

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved 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) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: **Oak Hill Elementary School New Trash Enclosure** (hereinafter referred to as the "Public Work"); and

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

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

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

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

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

its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

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

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

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved 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) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____ _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of **two (2) years** from the date of the Notice of Completion of the above-mentioned structure by the Center Joint Unified School District, ordinary wear and tear and unusual abuse or neglect excepted. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

	Countersigned
_____	_____
(Proper Name)	(Proper Name)
By: _____	By: _____
_____	_____
(Signature of Subcontract or Contractor)	(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Center Joint Unified School District, 8408 Watt Avenue, Antelope, California 95843, hereinafter called "District", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

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

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Contractor for ____ _____in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of the District, and shall designate the Contractor as beneficial District.

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

3. When the District makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.

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

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

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the District of the

notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.

8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

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

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

On behalf of District:

_____

Title

_____

Name

_____

Signature

_____

Address

On behalf of Contractor:

_____

Title

_____

Name

_____

Signature

_____

Address

On behalf of Agent:

Title

Name

Signature

Address

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

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

DISTRICT	CONTRACTOR
Title	Title
Name	Name
Signature	Signature

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Center Joint Unified School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

- General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

- Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

- Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

DATE:_____ _____
CONTRACTOR

By:_____

Signature

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

DSA No.: _____

Name	Address/Phone	Category of Work*	$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. _____equaled _____ dollars ($_____), which represents approximately ____ percent (___%) of the total Contract price including change orders for the Project.

Company: _____

Name:_____

Title: _____

Signature: _____

Date: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

❑ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Center Joint Unified School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

Contractor's DOJ Agency ORI # (Originating Agency Identifier) for Authority to Receive Criminal Record Information: _____

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who have been cleared to come in contact with pupils.

OR

❑ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

❑ 1. The installation of a physical barrier at the worksite to limit contact with pupils.

❑ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. Complete Attachment "A" with name of employee(s) of the undersigned who have been cleared and will supervise employees.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date_____, 20___

_____
[Name of Contractor/Consultant]

_____

By its:_____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Name:	Oak Hill Elementary School

GENERAL CONDITIONS

ARTICLE 1
DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

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

1.1.2 Approval means written authorization through action of the Governing Board. The Governing board has delegated to the Assistant Superintendent the authority to approve certain modifications, Change Orders or Immediate Change Directives (Subject to the limits of the Delegation of Authority provided by the Board). In no case shall the Assistant Superintendent have authority to approve total change orders or modifications to the Project exceeding 10% of the Contract sum.

1.1.3 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the Drawings and Specifications for the Project. Also see Article 4.

1.1.4 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 3.17

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment

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of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 4.6.

1.1.7 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2.

1.1.8 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 9.9.

1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 7.3.

1.1.11 Complete means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 1.1.46.

1.1.13 Construction Manager. The Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

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

1.1.15 Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the

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requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". See Article 8.1.1

1.1.17 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "District" shall mean "CJUSD" or Center Joint Unified School District.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days means calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at District's discretion. See Article 2.2.

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6

1.1.22 CJUSD/District Representative is the person designated by the District to represent the District during the Construction for the Project. This District representative shall have the delegated authority. This District representative may be an employee of the District, and may also include Construction Managers who shall have the authorities as set forth in Article 1.1.13. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District's Construction Manager who will advise the District.

1.1.23 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations,

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sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at http://www.dgs.ca.gov/dsa.

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 NOT USED

1.1.27 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3

1.1.28 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 7.1.2.

1.1.30 Payment Application, Pay Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and District. See Article 9.3.

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

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

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

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1.1.34 Punch List/ Punch Item/ Incomplete Punch Item is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. See Article 9.9.

1.1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the Project is Substantially Complete. See Article 9.9.1

1.1.35 A Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. See Article 7.4.

1.1.36 A Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. See Article 7.5.

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. See. Article 8 of the General Conditions.

1.1.39 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 6.

1.1.41 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

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

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

1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order.

1.1.45 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.

1.1.46 Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form prior to the time of bid and meeting the requirements of Article 3.10.

1.1.48 Supplementary Conditions/ Supplementary General Conditions or Special Conditions are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted. In this set of General Conditions, the term used shall be Supplementary Conditions. However, Specifications or other documents may reference Special Conditions, which shall mean the same and Supplementary Conditions.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, payment bond or performance bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions

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attending the Work under the Contract Documents. Each such Contractor and its Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 *Documents Complementary and Inclusive*. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Article 4-343(b) of Title 24.

1.2.1.2 *Work to be Complete*. Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Contractor to provide a complete Project which means complete systems and buildings. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

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

1.2.1.4 *Conflicts*. In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *Conformance with Laws*. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction. (See Title 24 Section 4-343)

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

1.2.1.6 *NOT USED*

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

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

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals*. Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all deferred approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.3 Rules of Document Interpretation

1.2.3.1 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

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

a. General Conditions take precedence over Drawings and Specifications.

b. Supplemental Conditions and Special Conditions take precedence over General Conditions.

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c. The Agreement Form shall take precedence over the Supplemental Conditions and Special Conditions.

d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

e. Addenda shall take precedence over Drawings and Specifications.

f. General Conditions shall take precedence over Addenda.

g. Drawings and Specifications take precedence over the Soils Report.

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

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect pursuant Contract requirements between the District and Architect. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect and/or District.

1.4 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

1.4.1 Utilities

1.4.1.1 *Location of Point of Connection*. The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

1.4.1.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. See Government Code Section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code Section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

1.4.1.3 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the Main or Trunklines located on the Drawings are approximate locations and not exact.

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No excavations were made to verify the locations shown for underground utilities.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

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ARTICLE 2
DISTRICT

2.1 NOT USED

2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;

2. Failure to supply a sufficient quantity of materials;

3. Failure to perform any provision of this Contract;

4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;

5. Cases of bona fide emergency;

6. Failure to order materials in a timely manner;

7. Failure to prepare deferred-approval items or Shop Drawings in a timely manner;

8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;

9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.

10. Failure to meet the requirements of the American's with Disabilities Act;

11. Failure to complete Punch List work;

12. Failure to proceed on an Immediate Change Directive; and/or

13. Failure to correct a Notice of Deviation.

If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the

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Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the District may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of Emergency or Critical Path Delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to Cure under Article 2.2 ("Article 2.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided on the Bid submitted and copied to the Project Superintendent).

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The District shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4.

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ARTICLE 3
THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or Samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

1. *Responsibilities*. It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

2. *Performance of the Work*. The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24

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of 48 hours in advance of submitting form DSA 156 for each new area. The DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 1.17 for further discussion.

3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

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

3.1.7 Obligations not Changed by Architect's Actions

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

3.1.8 Acceptance/Approval of Work

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

3.2 SUPERVISION

3.2.1 Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the

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Superintendent. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. If superintendent proves to be unsatisfactory to Contractor and ceases to be employed by Contractor, Contractor shall notify District and Architect in writing. A replacement superintendent must be approved by the District prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

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

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide

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

3.3.2 Quality

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

3.3.3 Replacement

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

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3.3.4 Discipline

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

3.3.5 Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Contractor shall comply with the applicable provisions of Education Code Section 45125.1 in a method as determined by the District. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the District.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

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

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3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received.

Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its District within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.8.1 *Stop Notice Releases*. All Stop Notice Releases shall be notarized and either executed by the same person who filed the Stop Notice or from an officer of the Trade Contractor or manager of Trade Contractor authorized to release Stop Notices.

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3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until Final Acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. District similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 NOT USED

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to District includes, but is not limited to, the following representations:

1. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a two (2) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

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2. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

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

4. This Article does not in any way limit the guarantee on any items for which a longer warranty 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.

3.5 TAXES

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

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

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

3.6.1.1 *DSA Fees*. DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding is with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website at http://www/dgs/ca/gov/dsa/home. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing Districts and Contractor shall

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maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements Within Ten (10) Calendar Days

Within ten (10) calendar days after Notice to Proceed, Contract shall submit the following:

3.7.1.1 Detailed Schedule of Values (See Article 9.2)

3.7.1.2 Submittal Listing and Schedule for Submittals

3.7.1.3 Preliminary Project Schedule (See Article 8)

3.7.1.4 Critical Path Product Submittals

3.7.2 Requirements Within Forty-Five (45) Calendar Days

Unless otherwise shortened by the Special Provisions or Contract Documents, within forty-five (45) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 Baseline Project Schedule (See Article 8)

3.7.2.2 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived.

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to post and review documents posted to the DSA Project website.

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3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

3.9.1.1 *Deferred Approvals*. Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc. , Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term "Shop Drawings" as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.

3.9.1.3 *Manufactured* applies to standard units usually mass-produced, and "Fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

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

3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required.* Shop Drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size

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and installation of components from various subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades.

3.9.2.2 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

3.9.2.3 *Not a Reproduction of Architectural or Engineering Drawings.* The Shop Drawings are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

3.9.2.4 *Shop Drawings Engineering Requirements*: Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

3.9.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals*: Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

3.9.4.2 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the Specification are being met by the product.

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3.9.4.3 *Contractor Responsible for Jobsite Dimensions*: Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.5 Submittal Submission Procedure

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

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect. See also Division 1.

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Paragraph 4.5.

3.9.5.4 *Approval Prior to Commencement of Work*. No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

3.9.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated Specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

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3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 NOT USED

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the *requirem*ents of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 3.10.4, "Substitutions."

3.9.7.4 NOT USED

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

3.9.7.6 NOT USED

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings

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at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form prior to the time of bid and meeting the requirements of this Article.

3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Subject to the requirements of properly submitting a Substitution Request for as Addressed in Special Conditions, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

3.10.3 Products Specified Which Are Commercially Unavailable

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

3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused

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by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

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

3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;

b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean;

c. Repair or replace any damaged materials. Replace any chipped or broken glass;

d. Remove any and all stains;

e. Remove labels that aren't permanent labels;

f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds;

g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site;

h. Remove temporary film that remains on any hardware, doors or other surfaces and

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i. Seal the bottom and tops of all doors.

3.12.3 Special Clean-Up.

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

a. Remove putty stains from glazing, then wash and polish glazing;

b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work;

c. Remove temporary protection and clean and polish floors and waxed surfaces;

d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint;

e. Wipe surfaces of mechanical and electrical equipment;

f. Remove spots, soil, plaster and paint from tile work, and wash tile;

g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces;

h. Vacuum-clean carpeted surfaces; and

i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

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

3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the District and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents,

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and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

3.15 NOT USED

3.16 NOT USED

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As Built Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Builts at Completion of Work

On completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts. Failure to deliver a complete Record Set of Drawings may result in significant withholdings to ensure Work is properly documented. See Article 9.9.1.

3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At

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the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work.

Prior to submittal of Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Architect.

3.19 DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

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ARTICLE 4
ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 ARCHITECT

4.1.1 Replacement of Architect

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

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. seq., the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits

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

4.2.3 Limitations of Construction Responsibility

The Architect, District and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, District or CM in the Architect, District or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies

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to the District, Architect and Inspector. Where direct communication is necessary between the District and the Contractor, the District's communication shall be through the District's authorized designated person. Contractor shall not rely upon any communications from the District that is not from the District's authorized designee. Communications by and with the Architect's consultants shall be through the Architect. Copies of all communication shall be sent to the Architect, District Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

4.3 PROJECT INSPECTOR

4.3.1 General

One or more project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

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

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Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.3.3 Inspector's Authority to Reject or Stop Work

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

4.3.4 NOT USED

4.3.5 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work.

4.3.6 Special Inspection Out of State, Out of Country or Remote from Project

If Contractor has a subcontractor or supplier that requires in plant or special inspections or tests that are out of the Country, out of State or a Distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable

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rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. See Education Code Section 17307.5(b) and Education Code Section 81133.5.

4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).

b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).

c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer.

d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.

e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).

f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by District (Article 3.9).

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

h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available) (Article 3.10).

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

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

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

l. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action within ten (10) days after Contractor's Article 7 request for Change is denied. A decision by the Architect, as provided in Paragraph 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

4.6.2 NOT USED

4.6.3 NOT USED

4.6.4 NOT USED

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after the Architect's preliminary decision rendered in accordance with Paragraph 4.6.1. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated

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in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 4.6.9

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before.

4.6.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process*. At the District's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code Section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

a. If there is no Retention remaining on the Project, Individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.

b. No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 4.6 or the requirement to submit claims to Court under Article 4.6.9.4.

4.6.7 NOT USED

4.6.8 Dispute Concerning Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees

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to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.6.9.1 *Procedure Applicable to All Claims*

a. Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District.

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

c. Claim Notification: The Contractor shall within seven (7) calendar days after the Written Decision of the Architect, or if the time period for Architect's Decision has passed under Article 4.6.1, submit a notification, in writing, with the District (and the District's CM) stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the Written Decision of the Architect or the passage of time under Article 4.6.1, the Contractor shall be deemed to have waived all right to assert the claim, and the claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to Article 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

(1) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "claim."

(2) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

d. Formal Claim Appeal Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before Retention Payment. If the Claim Appeal

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is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

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

1. Cover letter.

2. Summary of factual basis of Claim and amount of claim.

3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the claim is made.

4. Documents relating to the Claim, including:
   a. Specifications sections in question.
   b. Relevant portions of the Drawings
   c. Applicable Clarifications (RFI's)
   d. Other relevant information, including responses that were received.
   e. Break down of all costs associated with the Claim.
   f. Applicable Daily reports and logs.
   g. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata). Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:

1. That the Contractor has reviewed the claim and that such claim is made in good faith;

2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;

3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable; and

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4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.

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

g. Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 District (through CM or District's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the District may assert. Nothing in the claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.3 *Binding Arbitration of Individual Claim Issues.* To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

4.6.9.4 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

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ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents.

5.1.2 Subcontractor Licenses

All Subcontractors shall be properly licensed by the California State Licensing Board. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a subcontractor of any tier unless the Subcontractor is properly registered with DIR. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

5.1.3 Substitution of Subcontractor

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

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

a. Such assignment is effective only after Termination of this Contract with the Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

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

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

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ARTICLE 6
CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

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

6.1.1 Separate Contracts.

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

6.1.1.2 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.3 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of this Contract, once Contractor provides District timely written notice and identifies the Schedule Conflict, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.4 District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc.).

6.2 NOT UESD

6.3 DISTRICT'S RIGHT TO CLEAN UP

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

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ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

a. A description of a change in the Work;

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

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

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A CO may be comprised of ICD's, Response to RFP's and COR's

7.3 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

7.3.1 Definitions

7.3.1.1 *Construction Change Document (CCD)*. A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with $0 and 0 time. Contract may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still

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be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an IC*D. Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14. .

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order*. Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 Definition

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

7.4.1.1 An RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

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7.4.2 Scope

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

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

An RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

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7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

7.6.2 Changes in Price

A COR shall include breakdowns per Paragraph 7.7 to validate any change in Contract Price due to proposed change or claim.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragnent showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.6.4 Notice of Change

Contractor shall submit a written Notice of Change to the District and the Architect if any instruction, request, drawing, specification, action, condition, omission, default, deduction, deletion, or other circumstance occurs that impacts the Contract Sum as defined in Article 9.1, the critical path, or the Contract Time as defined in Article 8.1.1. Such Notice of Change shall be provided prior to the commencement of performance of the Work affected and no later than five (5) Days after the discovery date of such circumstance by Contractor. Once a timely Notice of Change has been submitted to the District and Architect, Contractor shall thereafter submit a fully complete COR as required by Article 7.6 and Article 7.7. FAILURE BY THE CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE AND/OR COR WHERE A NOTICE OF CHANGE AND/OR COR IS REQUIRED BY THIS ARTICLE 7.6 AND ARTICLE 7.7 SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE DISPUTES AND CLAIMS PROCESS (SEE ARTICLE 4.6) OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope

At the time a request is made for a change that impacts the Contract Sum as defined in Paragraph 9.1, the critical path, or the Contract Time as defined in Paragraph 8.1.1, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual or estimated cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual

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quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Document.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Documents from time to time during the progress of the Project, Contract sum being adjusted accordingly.

7.7.1.1 *Time and Material Charges.* If the District orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or District Designee at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

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

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Paragraph 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);

   1. If the District objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 7.7.2(d) or 7.7.3.

   2. Once the District provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.

b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;

c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of

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disagreement, Contractor must utilize the procedure under section 7.7.3; or

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

4. *Basis for Establishing Costs*

i. Labor will be the cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the Overhead and Profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

ii. Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

iii. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $250 or less.

Regardless of Districtship, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

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

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If tool and equipment charges are part of a Dispute, Claim, or Appeal, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

e. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

f. Invoices. Vendors' invoices for material, equipment rentals, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

		EXTRA	CREDIT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)		
(c)	Equipment (attach invoices)		
(d)	Subtotal		

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		EXTRA	CREDIT
(e)	If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).		
(f)	Subtotal		
(g)	Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% of Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d).		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (h)		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

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

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 *Adjustment for Time and Compensable Delay*. A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragnent showing the time delay must be submitted with the CO. Any changes in time will be granted only if there

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is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 7.7.3 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead. Unilateral Deductive Change Orders

For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 [Reserved]

7.7.6 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6.

7.7.7 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Paragraph 7.7.7 and Paragraph 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a schedule fragnent showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

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ARTICLE 8
TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form.

8.1.2 [Reserved]

8.1.3 Computation of Time

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

8.1.4 [Reserved]

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

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

8.2.2 Performance During Working Hours

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

8.2.3 Costs for After Hours Inspections

If the Contractor elects to perform Work outside the Inspector’s regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

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

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8.3.2 Project Schedule Requirements

8.3.2.1 *Timing*: Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a Preliminary Project Schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Project Schedule. The Baseline Project Schedule showing all critical path items must be submitted within forty-five (45) calendar days after Notice to Proceed. If the Contractor Fails to submit either schedule within the proscribed time, then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

8.3.2.2 *[Reserved]*.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.

8.3.2.4 *Submittals Must Be Incorporated (See Article 3.7.2 and 3.9.6)*: Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.3.2.5 *[Reserved]*

8.3.2.6 *No Early Completion.* Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by District. Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.

8.3.2.7 *Use of Schedule Provided in Bid Documents.* In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the District. Contract shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

8.3.2.8 *Incorrect Logic, Durations, Sequences, or Critical Path.* The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the schedule to represent the Contractor's plan to complete the Work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline (See Article 8.3.2.12)

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and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in Baseline, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

8.3.2.9 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the District to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

8.3.2.9.1 [Reserved]

8.3.2.10 *[Reserved]*.

8.3.2.11 *Failure to Meet Requirements*. Failure of the Contractor to provide proper schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.2.12 *Use of an Unapproved Baseline Schedule*. If Schedule Submitted is unacceptable to the District (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the Schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all Float and other mandatory Schedule Requirements under Article 8.3.2.1 as well as incorporate all 8.3.2 revisions from District or Architect that are noted.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule*. Except in the case where there has not been agreement as to a Baseline Schedule as addressed in Article 8.3.2.4, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule Updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of 8.3.2

In the case of utilization of Article 8.3.2.4 and no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.4 Unapproved Baseline Schedule, inclusive of all Milestones, adjusted for comments and all required Baseline Schedule Inclusions under Article 8.3.2.1.

8.3.3.2 *Schedule Updates*. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion

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dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *[Reserved]*

8.3.3.4 *Recovery Schedule*. In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Liquidated Damages

CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 1.1.46). CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to (a) bear the risk of delays to completion of the Work; and (b)that Contractor's bid for the Contract was made with full knowledge of this risk.

8.4.3 NOT USED

8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 NOT USED

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ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 COST BREAKDOWN

9.2.1 NOT USED

9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values*. Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 Largest Dollar Value for Each Line Item. Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars ($10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances*. Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

9.2.2.5 *Labor and Materials Shall Be Separate*. Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

9.2.2.6 *Cost of Contract Closeout*. The cost of contract closeout shall be shown as individual line items:

a. Punch List – 3% of the total contract price

b. Closeout Documentation – 2% of the total contract price

9.2.3 District Approval Required

The District shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

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9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is sufficiently complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays or cost fluctuations due to market fluctuations or procurement difficulties. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces.

9.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

"It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders... "

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of

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Payment Applications is sometimes called a “Pencil Draft.” District's return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

9.3.5 NOT USED

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

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

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

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

4. A certification that the As-Built Drawings and Annotated Specifications are current;

5. Itemized breakdown of Work done for the purpose of requesting partial payment;

6. An updated construction schedule in conformance with Paragraph 8;

7. The additions to and subtractions from the Contract Price and Contract Time;

8. A summary of the Retention held;

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

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

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11. An updated Schedule of Values from the preceding Application for Payment; and

12. Prerequisites for Progress Payments.

9.4.1.2 NOT USED

9.4.1.3 NOT USED

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted. Contractor must also submit all required OCIP information and documents as set forth in the OCIP Manual and Information, if applicable.

9.4.1.5 *Final Pay Application (90% or 95%).* See Article 9.11.1

9.4.1.6 *Final Pay Application (100%).* See Article 9.11.3

9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

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

If the Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and shall act as a trigger under Civil Code Section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made.

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9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Paragraph 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

a. Defective Work not remedied;

b. Stop Notices served upon the District;

c. Liquidated damages assessed against the Contractor;

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

e. Damage to the District or other contractor;

f. Unsatisfactory prosecution of the Work by the Contractor;

g. Failure to store and properly secure materials;

h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;

i. Failure of the Contractor to maintain As Built Drawings;

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

k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));

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

m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;

n. Failure to properly maintain or clean up the Site;

o. Payments to indemnify, defend, or hold harmless the District;

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

q. Failure to submit an acceptable schedule in accordance with Paragraph 3.8;

r. Failure to pay Subcontractor or suppliers as required by Paragraph 9.8.1;

s. Failure to secure warranties, including the cost to pay for warranties;

t. Failure to provide release from material suppliers or subcontractors when requested to do so;

u. Items deducted pursuant to Article 2.2;

v. Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process; or

w. Allowances that have not been used.

9.6.2 Reallocation of Withheld Amounts

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Paragraphs 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure

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

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-

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execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may 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.

9.8 NOT USED

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 NOT USED

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.9.1.4 NOT USED

9.9.1.5 NOT USED

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9.9.2 Close-Out Requirements for Final Completion of the Project

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

b. As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As Built Drawings

4. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts

5. Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.

6. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information.

7. District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings.

c. Any Work not installed as originally indicated on Drawings

d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the Design Immunity Provisions of Government Code Section 830.6 and exposes the District and the individual Board members to Personal Liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

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4. *Execution of the DSA Form 6-C is mandatory*. Refusal to Execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 17312 and shall be referred to the Attorney General for Prosecution.

5. *Referral to the District Attorney for Extortion*. If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the District Attorney for prosecution for Extortion.

6. *Contractor shall be Responsible for All Costs to Certify the Project*. The District may Certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to Certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.

g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:

1. The Work has been completed.

2. All life safety items are completed and in working order.

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3. Mechanical and electrical Work complete, fixtures in place, connected and tested.

4. Electrical circuits scheduled in panels and disconnect switches labeled.

5. Painting and special finishes complete.

6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.

7. Tops and bottoms of doors sealed.

8. Floors waxed and polished as specified.

9. Broken glass replaced and glass cleaned.

10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.

12. Finished and decorative work shall have marks, dirt and superfluous labels removed.

13. Final cleanup, as in Paragraph 3.12.

14. All Work pursuant to Article 9.11.

15. Furnish a letter to District stating that the District's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Paragraph 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

9.10 PARTIAL OCCUPANCY OR USE

9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Contractor cannot agree as to responsibilities such

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disagreement shall be resolved pursuant to Paragraph 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Paragraph 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

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

9.10.3 No Waiver

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

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Finding Is Made)

The following items must be completed before the Final Pay Application will be accepted for processing at Substantial Completion of the Project:

a. Inspector Sign off of each item in the DSA 152 Project Inspection Card;

b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;

c. Removal of temporary facilities and services;

d. Testing, adjusting and balance records are complete;

e. Removal of surplus materials, rubbish, and similar elements;

f. Change Over of Door locks;

g. Deductive items pursuant to Article 9.6 and Article 2.2; and

h. Completion and submission of all final Change Orders for the Project.

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

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Upon completion of the Work under Article 9.9.1, the Contractor shall notify the CJUSD and Architect, who shall again inspect such Work. If the Architect and the CJUSD find the Work contained in the Punch List acceptable under the Contract Documents, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

If the Architect and the District find that the Work Contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the District or which the District has the right to withhold Pursuant to Paragraph 9.6 (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor.

a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:

i. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

ii. The Contractor shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and

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ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

iii. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.

iv. Contractor must have completed all requirements set forth in Article 9.9.

v. Contractor must have issued a Form 6C for the Project.

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

vii. The Contractor shall have completed final clean up as required by Paragraph 3.12.

viii. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the District has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

District shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the District agrees, in writing, that warranties shall commence running or where the District is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

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9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).

If Contractor submits a Final Pay Application which fails to include deductive items under Article 9.6, the District or Architect shall note this defective request for Final Pay Application. The Contractor shall be notified that specific deductive items shall be included in the Final Pay Application. If Contractor either continues to submit the Final Pay Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Pay Application, then District may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Article 9.6 deductive items or process a Unilateral Final Pay Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the CJUSD may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notices, or withholdings due to other defective Work on the Project. CJUSD may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6 and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

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

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ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.

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10.1.4 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated

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with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

a. Employees on the Work and other persons who may be affected thereby;

b. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

c. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive District of Project site as more fully discussed in Paragraph 6.2.

10.2.2 Contractor Notices

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Barriers and Safeguards

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying Districts and users of adjacent sites and utilities.

10.2.4 Use or Storage of Hazardous Material

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own

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expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with Specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

b. Avoid performing any Work that will disturb students during testing.

c. Provide substantial barricades around any shrubs or trees indicated to be preserved.

d. Deliver materials to building area over route designated by Architect.

e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.

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

g. 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 land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

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h. Provide District on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

10.2.8 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.2.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

10.3 EMERGENCIES

10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury,

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or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Paragraph 10.1.4, immediately by telephone or messenger to the District.

10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

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10.4.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

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ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

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

a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;

b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;

c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the Districtship, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;

e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

g. Claims involving sudden or accidental discharge of contaminants or pollutants.

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11.1.2 Specific Insurance Requirements

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

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than $2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per occurrence (combined single limit)	$2,000,000.00
(b)	Project Specific Aggregate (for this Project only)	$2,000,000.00
(c)	Products and Completed Operations (aggregate)	$2,000,000.00
(d)	Personal and Advertising Injury Limit	$1,000,000.00

Insurance Covering Special Hazards

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

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

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars ($4,000,000.00).

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Article 11.1 without prior written approval of the District.

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11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Article 11.1, the District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

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

11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.3.1 Course-of-Construction Insurance Requirements

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

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thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

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

11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

11.5 AUTOMOBILE LIABILITY

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

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

11.6 OTHER INSURANCE

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

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been

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obtained and delivered in duplicate to the District for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

> "This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

c. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

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

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

11.9 WAIVER OF SUBROGATION

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

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

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11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

11.10.2 Surety Qualification

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

11.10.3 Alternate Surety Qualifications

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

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ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 Issuance of Notices of Non-Compliance.

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the District has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the District as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to $4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

12.2.1 Indemnification of ADA Claims

Contractor shall indemnify, hold harmless and defend the CJUSD from ADA claims arising from the failure to comply with the Plans and Specifications. Further, any withholdings for ADA violations under Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the

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Work is covered without Inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without Inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and such Work be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the Non-Confirming construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fess, and additional inspection and special inspection costs).

12.4.2 Two-Year Warranty Corrections

If, within two (2) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of two (2) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.4.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

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12.4.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

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ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver

No action or failure to act by the Inspector, the District, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the

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laboratory or the District's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the District, invoiced by the District to the Contractor, and deducted from the next Progress Payment.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection

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

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice shall be deducted from the next Progress Payment.

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13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

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

13.6.2 Excavation Safety

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

13.6.3 No Tort Liability of District

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

13.6.4 No Excavation without Permits

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

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

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

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13.7.2 Holiday and Overtime Pay

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

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.7.4 Per Diem Wages

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

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.7.6 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The CJUSD will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The CJUSD can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records,

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conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the CJUSD by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

a. Pursuant to §1776 of the Labor Code, the Contractor and each Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

b. All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the CJUSD or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the CJUSD with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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

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2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through 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 (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), 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.

c. 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 of Labor Standards Enforcement.

d. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

e. 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 to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) 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. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

g. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply

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within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

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 any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of

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the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contact, 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.

13.9.4 Apprentice Fund

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

13.9.5 Prime Contractor Compliance

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

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13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Retention Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AND DISTRICT CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the even the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the

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Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractors bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under Article 4.6.2 or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake debarment proceedings.

13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The District has retained a firm to prepare a SWPPP and obtain approval of the Permit Registration Documents

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("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Contractor shall secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook

- 2009 California Stormwater Quality Association Construction BMP Handbook .

- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:

- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.- Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

13.12.4 Implementation

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

a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once the PRDs are administratively accepted and fee is received.

b. Keep the SWPPP, REAPs, monitoring data on the construction site.

c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").

d. Install, inspect, maintain and monitor BMPs required by the General Permit.

e. Install perimeter controls prior to starting other construction work at the site.

f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

g. Implement the SWPPP.

h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

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i. Designate trained personnel for the proper implementation of the SWPPP.

j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.

k. Report monitoring data.

4. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.

5. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.

6. Assist the District with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.

l. At the end of Construction Contract:

4. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

5. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.

6. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

13.12.5 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Contractor shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm

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Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties

a. Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.

b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.

c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.

d. The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

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ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

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

a. Issuance of an order of a court or other public authority having jurisdiction; or

b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

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

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination

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

a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

b. Persistently or repeatedly is absent, without excuse, from the job site;

c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;

d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;

f. Falls behind on the Project and refuses or fails to undertake a recovery schedule;

g. If the Contractor has been debarred from performing Work;

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h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or

i. Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

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

a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;

c. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,

d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

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

14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

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

14.3.1 Termination for Convenience

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

14.3.2 [Reserved]

14.4 REMEDIES OTHER THAN TERMINATION

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

a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;

b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or

c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in

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equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

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ARTICLE 15
DEBARMENT

15.1 DEBARMENT MEANS THERE HAS BEEN A FINDING THAT THE CONTRACTOR IS NOT RESPONSIBLE.

During the course of the Project, or if it is determined through Change Orders, Claims, or Audit that a Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if the circumstances warrant such debarment. In addition to the debarment proceeding, a finding that a Contractor is to be debarred shall result in the termination of any or all existing Contracts the Contractor may have with the District.

15.2 BOARD FINDING

The District may debar a Contractor if the Board, or the Board's delegatee, in its discretion, finds the Contractor has done any of the following:

15.2.1 Intentionally or with reckless disregard, violated any term of the Contract with the District

15.2.2 Committed an acts or omission which reflects on the Contractor's quality, fitness or capacity to perform Work for the District;

15.2.3 Committed an act or offense which indicates a lack of business integrity or business honesty; or,

15.2.4 Made or submitted a false claim against the District or any other public entity.

15.3 HEARING AND PRESENTATION OF EVIDENCE

If there is evidence that the Contractor may be subject to debarment, the District shall notify the Contractor in writing of the evidence which is the basis for the proposed debarment and shall advice the Contractor of the scheduled date for a debarment hearing before the District Board or its delegated designee.

The District Board, or designee, shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. The Contractor shall be provided an adequate amount of time to prepare and object to evidence presented. A tentative proposed decision shall be issued as a tentative decision and the District shall be entitled to modify, deny or adopt the proposed decision. The proposed decision shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision for a period of 15 days. If additional evidence is presented, the District shall evaluate this evidence and either issue an amended ruling, issue the same ruling, or call a further hearing.

If a Contractor has been debarred for a period of longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the

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Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

The District will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the District will provide notice of the hearing on the request. At the hearing, the District shall review evidence on the proposed reduction of debarment period. This hearing shall be conducted and the request for review decided by the District pursuant to the same procedures as for a debarment hearing.

The District's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The terms shall also apply to Subcontractors of Contractor.

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SPECIAL CONDITIONS

1. Refer to **INSTRUCTIONS TO BIDDERS, ARTICLE** 15 (b): The following Request form shall be used (see following page):

REQUEST FOR SUBSTITUTION PRIOR TO TIME OF BID

Pursuant to Public Contract Code Section 3400, bidder submits the following request to Substitute prior to bid submittal. I understand that if the request to substitute is not "an/or equal" or is not accepted by CJUSD and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied[2] (circle one)	CJUSD Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design

[2] Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluated and denied. If bidder states that bidder will not provide the Specified Item, the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the CJUSD's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

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and artistic effect; (4) will provide no cost disadvantage to the CJUSD; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

- The proposed Substitution does not affect the dimensions shown on the Drawings.

- The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.

- The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.

- Maintenance and service parts will be available locally for the proposed substitution.

- In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).

- If Substitution Request is accepted by the CJUSD, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or CJUSD of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

CJUSD: _____

By: _____

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2. **SCOPE OF WORK**

Included:

- Refer to Divisions 02 through 33 – Technical Requirements and drawings for Scope of Work.

- Contractor to have any work that may interfere with the operations of the parking lot, at the start of the school year August 6, 2026, completed per the milestone schedule.

3. Refer to **GENERAL CONDITIONS**

The following supplements or modifies the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.

Article 8 – TIME

Article 8 Schedule Inclusion Requirements –The Contractor's Baseline Schedule shall include the following Milestone Schedule:

The Schedule the Work to accommodate the following milestone requirements:

- Signed Contract (Due 6/17/26)

- Post Bid Document Phase – Milestone #1 (Start Date: Not Later than 6/18/26)
    - Post-Bid Contract Submittals
- Post Bid Document Phase – Milestone #1 (Completion Date: Not Later than 6/21/26)

- Procurement/Mobilization Phase – Milestone #2 (Start Date: Not Later than 6/22/26)
    - Notice to Proceed
    - Submission of all required submittals in accordance with General Conditions, Article 3.7.
    - Procure long lead/critical path materials
    - Mobilization/initial layout
- Procurement/Mobilization Phase – Milestone #2 (Completion Date: Not Later than 6/25/26)

- Construction Work Phase – Milestone #3 (Start Date: 6/26/26)
    - All related scope of work minus enclosure doors and seal and striping.
- Construction Work Phase – Milestone #3 (Completion Date: Not Later than 7/31/2023)

- Construction Work Phase – Milestone #4 (Start Date: 6/26/26)
    - All related scope of work for enclosure doors and sealing and striping.
    - Parking lot needs to be accessible for daily use before start of school, August 6, 2026.
- Construction Work Phase – Milestone #4 (Completion Date: Not Later than 8/31/2026)

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- Final Contract Close-Out Phase – Milestone #5 (Start Date: Not Later than 9/1/2026)
    - Final Contract Close-Out Procedures, in accordance with General Conditions, Article 9.9.
- Final Contract Close-Out Phase – Milestone #5 (Completion Date: Not Later than 9/30/2026)

Article 8.4.1 Liquidated Damages – Contractor will be liable to District for liquidated damages pursuant to Article 8.4 for each calendar day of delay in the amount set forth in the Agreement Form.

ARTICLE 11 – INSURANCE AND BONDS – Replace Paragraph 11.1.2 Specific Insurance Requirements with the following:

11.1.2 Specific Insurance Requirements

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

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than $1,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per occurrence (combined single limit)	$1,000,000.00
(b)	Project Specific Aggregate (for this Project only)	$2,000,000.00
(c)	Products and Completed Operations (aggregate)	$2,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars ($4,000,000.00).

Article 11.10 Performance and Payment Bonds – The number of executed copies of the Performance Bond and the Payment Bond required is <u>two (2)</u>.

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PROJECT MANUAL

Oak Hill Elementary School
Trash Enclosure

3909 North Loop Blvd
Antelope, CA 95843
(916) 338-6460

DSA Application Number: 02-123876
DSA File Number: 34-10

AC Martin Project No. CA5602
December 19, 2025

AC Martin
2500 Venture Oaks Way, Suite 210
Sacramento, CA 95833
(916) 783-9500

DOCUMENT 00 0107

SEALS PAGE

ARCHITECT

AC Martin, Inc,
2500 Venture Oaks Way, Suite 210
Sacramento, CA 95833
(916) 783-9500

_____
Dimitris Klapsis C32032

CIVIL ENGINEER

Warren Consulting Engineers, Inc.
1117 Windfield Way, Suite 110
El Dorado Hills, CA 95762
(916) 985-1870

_____
Anthony J. Tassano C74696

END OF DOCUMENT

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SECTION 00 0110

TABLE OF CONTENTS

Procurement and Contracting Requirements Group

00 0101 Project Title Page
00 0107 Seals Page
00 0110 Table of Contents

Division 01 General Requirements

01 2113 Cash Allowances
01 2300 Alternates
01 3119 Project Meetings and Procedures
01 3516 Alteration Project Procedures
01 4000 Additional Requirements for DSA Reviewed Projects
01 4500 Quality Control
01 5000 Temporary Facilities and Controls
01 7329 Cutting and Patching
01 7423 Final Cleaning

Division 02 Existing Conditions

02 4100 Site Demolition

Division 03 Concrete

03 2000 Concrete Reinforcing
03 3000 Cast-In-Place Concrete

Division 04 Masonry

04 0500 Common Work Results for Masonry
04 2200 Concrete Unit Masonry

Division 05 Metals

05 5000 Metal Fabrications

Division 08 Openings

08 7100 Door Hardware

Division 09 Finishes

09 9100 Painting

Division 31 Earthwork

31 0000 Earthwork

Division 32 Exterior Improvements

32 1200 Asphalt Concrete Paving
32 1600 Site Concrete

Division 33 Utilities

33 4000 Site Drainage

END OF SECTION

SECTION 01 2113

CASH ALLOWANCES

PART 1 GENERAL

1.01 SUMMARY

A. To provide a budget to cover scope of work not precisely determined by the Contract Documents prior to bidding, allow within the proposed Contract Sum the amounts described in this Section.

B. Related work:
1. Documents affecting work of this Section include, but are not necessarily limited to, Bidding and Contract Requirements, General Requirements and related Technical Requirements.
2. Other provisions concerning Cash Allowances are stated in General Conditions.
3. Other provisions concerning Cash Allowances also may be stated in other Sections of the Project Manual.

1.02 SPECIFIC CASH ALLOWANCES

BID PACKAGE #19-02 Oak Hill Elementary School Financial Hardship Modernization Project

A. Oak Hill Elementary School Allowance #1: District to provide within the final Contract Price the amount of **$50,000** for unforeseen conditions to be used at the Owner's discretion. This allowance will be expended under a "time and material" basis using current prevailing wage rates, as directed by the Architect and Owner's Representative. All unused portions of the allowance will be deducted from the contract through a change order.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01 3119

PROJECT MEETINGS AND PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Owner's Representative will schedule and administer a preconstruction meeting, regular progress meetings, and specially called meetings throughout progress of the Work, and will:

1. Prepare agenda for meetings.
2. Make physical arrangements for meetings.
3. Preside at meetings.
4. Record the minutes; include significant proceedings and decisions.
5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made at meeting.

B. Representatives of Contractor, subcontractors and suppliers attending meetings shall be experienced supervisory staff with written authorization to act on behalf of the entity each represents.

1.02 PRECONSTRUCTION MEETING

A. Timing: Prior to start of construction.

B. Attendance: Architect and consultants as appropriate, District's representative, Owner's Representative, Contractors as requested.

C. Purpose: Discuss and familiarize Contractors with construction administrative procedures to be used on Project.

1.03 PROGRESS MEETINGS

A. Timing: Frequency, day and time to be determined by Owner's Representative, Architect and District.

B. Attendance: Owner's Representative and each contractor on site. Owner's Representative, Architect, consultants and subcontractors when required.

C. Purpose: The purpose of these meetings is to provide a formal and regular forum for the District, Owner's Representative, Architect and the Contractors to present questions, problems or issues that need to be addressed. It will also provide an opportunity to review the progress on previous issues and action items along with submittal and schedule review.

D. Each Contractor scheduled to commence Work within the following week will attend the current week's meeting to coordinate Work with other contractors already on site.

1.04 SPECIALLY CALLED MEETINGS

A. The Owner's Representative may call a special meeting at any time during the course of the Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 3516

ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Products and installation for patching and extending work.

B. Transition and adjustments.

C. Repair of damaged surfaces, finishes, and cleaning.

D. Salvage materials.

1.02 RELATED SECTIONS

A. Section 01 7329 - Cutting and Patching.

1.03 ALTERATIONS, CUTTING AND PROTECTION

A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.

B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.

1. Cut finish surfaces such as concrete, masonry, drywall, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division, or where indicated.

C. Cutting, boring, saw cutting, notching or drilling through the new or existing structural elements to be done only when specifically detailed on drawings or approved by Architect, Structural Engineer and DSA Representative.

D. Protect existing finishes, equipment, and adjacent work, which is scheduled to remain, from damage.

1. Protect existing and new' work from extremes of temperature.
    a. Maintain existing Interior work above 60 degrees F.
    b. Provide heat and humidity control as needed to prevent damage to remaining existing work and to new work.

E. Provide temporary enclosures to separate work areas from existing building and from areas occupied by District.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials. As specified in product Sections; match new materials to Work.

1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.

B. Type and Quality of Existing Products: Determine by Inspection and testing existing products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete, and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and restore at completion. The full extent of cutting and patching is not shown nor specified. The Contractor shall perform all cutting and patching as required.

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.

3.03 INSTALLATION

A. Coordinate work of alterations and renovations to expedite completion and to accommodate District occupancy. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that Specified for new work.

B. Room Finishes. Complete in all respects consistent with the Contract Documents.

C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to specified condition.

D. Install Products as specified In Individual Sections.

3.04 TRANSITIONS

A. Where new Work abuts or aligns with existing, perform a smooth and even transition.

B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or bulkheads.

C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

3.05 ADJUSTMENTS

A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition.

B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to method of making transition.

C. Trim existing doors as necessary to clear new threshold Installation. Refinish trim as required.

D. Fit work at penetrations of surfaces as shown on drawings.

3.06 SALVAGED MATERIALS

A. Salvaged Materials from existing facilities, which are specified in the Special Provisions or tagged in the field prior to the pre-bid walk-through to be salvaged, shall remain the property of the District. The Contractor shall include the removal, disassembly, preparation, marking, bundling, packaging, tagging, hauling, and stockpiling of salvaged materials or facilities to the location specified in the Special Provisions, or as directed by the District's Representative. Materials include parts, articles, and equipment of assembled facilities. Salvaging does not include the preparation of existing material that is to be reused in the work.

B. When only specific materials from the facility are designated to be salvaged, the remaining materials from that facility shall be removed and disposed of as provided for elsewhere in the Contract Documents. Materials to be salvaged shall not be removed until their use in the existing facility is no longer required, as determined by the District's Representative.

C. When practicable, salvaged materials shall be hauled directly to the location specified in the Special Provisions and stockpiled; however, salvaged materials may be temporarily stored at a location selected by the Contractor and approved by the District's Representative and later hauled to and stockpiled at their final location. Materials which are lost before stockpiling at their final location shall either be replaced by the Contractor, at the Contractor's expense, or, at the discretion of the District's Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.

D. Materials designated to be salvaged that are damaged, as determined by the District's Representative, shall be segregated from undamaged material. After review of the damaged materials by the District's Representative, all damaged materials that are rejected by the District's Representative shall become the property of the Contractor and shall be disposed of as provided elsewhere in the Contract Documents.

E. Materials to be salvaged that are damaged as a result of the Contractor's operations shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the District's Representative. Materials that are damaged beyond repair as a result of the Contractor's operations shall be disposed of as provided elsewhere in the Contract Documents and replaced at the Contractor's expense; or, at the discretion of the District's Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.

F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality and condition as the lost or damaged materials were prior to their removal.

Replacement materials should also be of the same size, color, weight, etc. of the original materials. Matching or exceeding quality and condition alone may not permit the reuse of material.

3.07 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.

3.08 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.

3.09 CLEANING

A. Clean adjacent District occupied areas of work soiled by work of this Contract (See General Conditions).

END OF SECTION

SECTION 01 4000

ADDITIONAL REQUIREMENTS FOR DSA-REVIEWED PROJECTS

PART 1 GENERAL

1.01 SUMMARY

A. The following additional requirements apply to this Project, which is being reviewed and approved by the Division of the State Architect (DSA).

B. Contractor's responsibility to follow DSA IR-A24 and PR 13-01 throughout the project.

1.02 ADDITIONAL REQUIREMENTS

A. The Contractor shall maintain full compliance with the requirements specified in Parts 1 thru 5 and Part 9, Title 24, California Code of Regulations (CCR). Unless otherwise indicated or specified, work shall be performed in full conformance with the latest edition of applicable regulatory requirements. All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and Part 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction. The codes adopted by the City, County, State and Federal agencies shall govern minimum requirements for this Project. The Contractor shall notify the District of any conflicts between the requirements of the Contract Documents and the requirements of this paragraph.

B. In addition to the duties specified in the Contract Documents, the duties of the Contractor shall be in accordance with the requirements specified in Section 4-343 of Part 1, Title 24, California Code of Regulations (CCR).

C. Unless otherwise indicated or specified, perform the work in conformance with the latest edition of applicable regulatory requirements. A copy of Parts 1, 2, 3, 4, &5 of Title 24 CCR shall be available on the Project site. The codes adopted by the City, County, State and Federal agencies shall govern minimum requirements for this Project.

D. In addition to the duties specified in the Contract Documents, the duties of the Architect and the Architect's consultants shall be in accordance with the requirements specified in Section 4-341 of Part 1, Title 24, CCR.

E. Neither DSA, nor the decisions and instructions rendered by DSA are subject to arbitration proceedings.

F. Architect shall notify DSA at start of construction in accordance with 4-341(e) of Part 1, Title 24, CCR.

G. All Addenda and Category "A" (DSA 140) Construction Change Documents (CCD) shall be signed by the Architect and approved by DSA. Do not proceed with work changes until the Construction Change Document(s) that requires DSA approval have been submitted to and approved by DSA in accordance with CCR Section 4-338(c) of Part 1, Title 24, CCR.

H. The architect of record is responsible to determine if DSA approval is required for Proposed Construction Changes, it will be so noted on the Construction Change Directive and Change Order (For District use only) and the Construction Change Document(s) sent for DSA approval and in accordance with CCR Section 4-338 (c) of Part 1, Title 24, CCR. and DSA IR A-6.

Substitutions are changes to the Contract Documents and shall be considered Construction Changes, and, if DSA approval is required, shall be approved by DSA prior to fabrication or use.

I. Contractor shall submit verified reports in accordance with Sections 4-343(c) of Part 1, Title 24, CCR. Architect shall submit verified reports in accordance with Sections 4-341(f) of Part 1, Title 24, CCR.

J. DSA may supervise construction, reconstruction, or repair in accordance with Section 4-334 of Part 1, Title 24, CCR.

K. Construction shall be observed by a full-time Project Inspector employed by the District, approved by the Architect, Structural Engineer and DSA in accordance with Sections 4-333(b) and 4-342 of Part 1, Title 24, CCR.

L. A DSA accepted Testing Laboratory directly employed by the District shall conduct all the required tests and inspection for the Project. Testing requirements of District's Testing Laboratory shall be in accordance with Section 4-335 of Part 1, Title 24, CCR.

M. Special inspection of masonry construction, lumber, wood framing using timber connections, ready-mixed concrete, high strength steel bolt installation, welding, and mechanical and electrical work shall be as required by Section 4-333(c) of Part 1, Title 24, CCR. The costs of special inspection will be paid for by the District.

N. The intent of these Drawings and Specifications is that all work is to be in accordance with Title 24, California Code of Regulations. Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the Contract Documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or separate set of plans and specifications, detailing and specifying the required work shall be submitted to and approved by DSA before proceeding with the work.

O. Substitutions relating to structural and Fire-Life-Safety (FLS) shall be submitted to DSA for review and approval prior to fabrication and installation.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 4500

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Field samples.

D. Mock-up.

E. Inspection and testing laboratory services.

F. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

A. General Conditions – Article 3: The Contractor

B. Technical Specifications

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

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

G. Contractors Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractors absence, Contractors appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to the Contractor. Contractor’s representative shall be responsible to coordinate all work to be performed.

H. Shop and fieldwork shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with the drawings, approved shop drawings and these specifications.

I. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. The Architect reserves the right to reject any materials and workmanship which are not considered to be up to the highest standards of the various trades involved. Such Inferior material or workmanship shall be replaced at no additional cost to the Owner.

J. All work shall be installed by a knowledgeable contractor and defined "certified to install" by the specified materials manufacturers. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials.

K. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of guarantee shall be provided by the Contractor without additional cost to the District.

1.04 REFERENCES

A. Conform to reference standards by date of issue current on date of the Contract Documents.

B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

D. The Contractor shall be responsible for being current and knowledgeable of all building codes involved for all trades under his direction.

E. Provide all work and materials in full accordance with the California Building Standards Code (CBC), the State Fire Marshal, Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, and any other applicable laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

F. Furnish without extra charge any additional material and labor required to comply with these Rules and Regulations.

1.05 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 accepted by Architect.

1.06 MOCK-UP

A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.

B. Where mock-up is specified in Individual Sections to be removed, clear area after mock-up has been accepted by Architect.

1.07 INSPECTION AND TESTING LABORATORY SERVICES

A. Inspection and Testing labs shall be directly employed by the District.

1.08 MANUFACTURERS FIELD SERVICES AND REPORTS

A. Submit qualifications of observer to Architect 30 days in advance of required observations.

B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.

C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Submit report in duplicate within 30 days of observation to Architect for review.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Temporary Facilities and controls required for this Work include, but are not necessarily limited to:

1. Parking and storage areas.
2. Site fencing and security.
3. Sanitary facilities.
4. Final and course of construction cleanup and removal of debris.

1.02 TEMPORARY UTILITIES
CONTRACTOR TO PROVIDE IF NEEDED.

1.03 FIELD OFFICE/STORAGE CONTAINERS

A. Contractor to provide if needed.

1.04 PARKING OF VEHICLES

A. Each Contractor shall assume **all** responsibility for job site vehicle parking of his and his subcontractor's vehicles. Locations of parking shall be as directed by the Owner's Representative.

1.05 STORAGE AND LAYDOWN AREAS

A. The Owner's Representative will coordinate use of available laydown areas among various contractors. Only areas designated by Owner's Representative can be used by Contractors. Each contractor is responsible for providing his own fenced storage facilities (trailers or cargo containers.)

1.06 TEMPORARY SITE FENCING AND SECURITY

A. Each Contractor shall provide and maintain temporary fencing surrounding the buildings and/or rooms under construction, and staging areas. Set-up/relocation of temporary fencing shall be included for each phase of work as shown on the Preliminary Construction Schedule. Contractor is responsible for the security of all equipment, material, and completed construction items. Contractor is also responsible for securing any breeches to existing security system/building caused by his Work. Temporary measures may include watchman, temporary doors, temporary alarm, etc.

1.07 SANITARY FACILITIES

A. Each Contractor shall provide sanitary toilet facilities for use of all Workers employed on Project, in accordance with State and Local health departments. Use of District toilet facilities will not be allowed.

1.08 CLEANUP AND REMOVAL OF DEBRIS

A. Each Contractor shall assume all responsibility for cleanup and removal of debris created by his Scope of Work on a daily basis. No community dumpsters will be provided. In the event unidentifiable job site clutter or debris becomes a problem, at Owner's Representatives request, each contractor shall provide sufficient labor to be directed by Owner's Representatives personnel in a group cleanup effort. If a Contractor's clean-up is found to be deficient, the District may backcharge the Contractor for clean-up and/or withhold progress payments as determined appropriate by the District in accordance with General Conditions - Article 2: Owner, Section 2.2 Owner's Right to Carry Out the Work Due to Partial Default in a Specific Segregated Area of Work (Two (2) Business Day Notice to Cure and Correct).

1.09 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

A. Contractor shall provide, maintain and remove upon completion of Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective structures or devices necessary for safety of Workers and public property as required to complete the Bid Package Scope of Work.

1. Safety:
The contractor is responsible for the complete safety of district personnel, students, and the general public at all times.

2. Walkways and barricades:
If Contractor's portion of Work interferes with pedestrian traffic, provide pedestrian walkway protection conforming to City standards and CAL OSHA requirements.

3. Access:
The contractor is responsible to maintain access to the buildings at all times. Temporary covered walkways and/or barricades may be required.

4. Protection:
Each Contractor must protect all Workers and equipment from power lines by maintaining safe distances and by providing protective devices where and as required by Industrial Safety Commission and CAL-OSHA.

5. Temporary construction and equipment:
All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of State and any other authorities having jurisdiction (including insurance companies), with regards to safety precautions, operations and fire hazards.

1.10 STORM WATER RUN-OFF PLAN:

Not Used.

END OF SECTION

SECTION 01 7329

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Execute cutting, fitting or patching of Work, required to:

1. Make parts fit properly.
2. Uncover Work to provide for installation of ill-timed Work.
3. Remove and replace Work not conforming to requirements of Contract Documents.
4. Remove and replace defective Work.
5. Remove samples of installed Work as specified for testing.
6. Remove existing materials (demolition) required prior to installation of specified Work.
7. Uncover Work to provide for Architect's observation of covered Work.

B. Do not endanger structural integrity of any Work by cutting or altering any part of it.

C. The Contractors with structural responsibility within their scope of Work shall solely execute structural cutting and patching required for this Project, according to DSA Approved Drawings.

D. Minor cutting and patching of finishes and/or trim will be performed by the Contractor where required for the execution of his Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the Architect, Structural Engineer and DSA Representative prior to the start of Work.

E. Cutting, boring, saw cutting, notching or drilling through the new or existing structural elements to be done only when specifically detailed on drawings or approved by Architect, Structural Engineer and DSA Representative.

F. The Contractor shall make the field measurements necessary for his Work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing his material properly, the District’s Representative and Architect shall be notified in writing within 24 hours. Cutting into the walls, ceilings and floors, if necessary, shall be carefully and neatly performed and then be repaired as specified in the Contract Documents. The Architect shall be consulted prior to the start of Work in all cases where cutting into a structural portion of the building is either desirable or necessary so that satisfactory reinforcement may be provided.

G. Patching of all exposed architectural finishes shall be performed under the supervision of the Inspector. Cutting and patching of existing architectural finishes shall be minimized to the extent possible through careful routing and placement of new Work. The Architect or Inspector shall have the authority to reject substandard or unacceptable patching.

H. Patching of openings that are cut in any fire rated walls or membranes shall be sealed tightly using approved materials only. Verify that fire rating envelopes are maintained and inspections provided prior to concealing Work. Cutting and patching, if required by Agencies to verify adequacy of protection after concealment, shall be performed at no cost to the District.

1.02 RELATED SECTIONS

A. General Conditions.

B. Section 01 5000 - Temporary Facilities and Controls.

1.03 SUBMITTALS

A. Prior to cutting which affects structural safety of Project, submit written notice to Architect requesting consent to proceed with cutting. See items “C” and “F”, Section 1.01.

B. Should conditions of Work or schedule require change of materials or methods, submit written recommendation to Architect, within 48 hours, including:

1. Conditions requiring change.
2. Recommendations for alternative materials or methods.
3. Submittals as required for substitutions.
4. Quotations of charges or credits.

C. Submit 48-hour advance written notice to Architect (with a copy to the District’s Representative) designating the time Work will be uncovered.

D. Submit all materials to be used in cutting and patching in accordance with Special Conditions.

PART 2 PRODUCTS

2.01 MATERIALS

A. Primary Products: Materials for replacement of Work removed are to comply with Technical Specifications and are required to match original installation.

B. Product Substitution: For any proposed change in materials, submit request for substitution in accordance with Special Conditions.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine existing conditions prior to commencing Work, including elements subject to movement or damage during cutting and patching.

B. After uncovering existing Work, examine conditions affecting installation of new products and performance of Work.

C. Beginning of cutting or patching operations means acceptance of existing conditions.

3.02 PREPARATION

A. Provide means of shoring, bracing and temporary supports as required to maintain structural integrity of the Work.

B. Provide devices, enclosures and methods to protect adjacent surfaces and areas of the property from damage, dust or disruption.

C. Provide protection from the elements for areas, which may be exposed during cutting or patching.

D. Maintain excavations free of water.

3.03 CUTTING

A. Execute cutting, fitting and adjustment of products to permit finished installation to comply with specified tolerances and finishes.

B. Perform cutting and demolition by methods, which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.

C. Uncover Work to install improperly sequenced Work.

D. Remove and replace defective, rejected 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. Employ only experienced installers to perform cutting for weather exposed, moisture resistant and sight-exposed surfaces.

H. Cut concrete, tile plaster and other rigid materials using masonry/concrete saws and core drills. Pneumatic tools are not allowed without prior approval.

3.04 PATCHING

A. Execute patching to match adjacent Work.

B. Fit products together to integrate seamlessly with adjacent Work.

C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate surfaces to receive finishing Work.

D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-exposed surfaces.

E. Restore Work with new products in accordance with requirements of the Contract Documents.

F. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with approved fire rated material in accordance with the manufacturer’s installation instructions and applicable Codes.

G. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and leave in finished condition.

H. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and color. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit or area.

END OF SECTION

SECTION 01 7423

FINAL CLEANING

PART 1 - GENERAL

1.01 SUMMARY

A General Works Package Contractor #2 is responsible for daily cleanup and a final cleaning prior to occupancy. This section only addresses the final cleaning required prior to punch listing and occupancy.

B. Cleaning Program:

1. The cleaning program shall include all construction areas and surrounding areas affected by the construction including site, exteriors of buildings / structures, roofs and interior of buildings.

2. The areas to be cleaned shall be turned over to the owner in a "move-in" condition.

3. All areas shall be free of all construction materials, dust, debris, markings and dirt.

4. All surfaces shall be washed, cleaned and cleared of markings.

5. All existing and new fixtures shall be cleaned, sanitized and ready for use.

6. All new and existing hard surface floors will be stripped and waxed.

1.02 PROJECT CONDITIONS

A Comply fully with Federal and local environmental and antipollution regulations.

B. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.

C. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

1.03 PRODUCTS

MATERIALS AND METHODS

A Use cleaning materials and methods which will not create hazards to health or property or cause damage to products and which are recommended by manufacturers of products to be cleaned.

1.04 EXECUTION

FINAL CLEANING

A General: Provide final cleaning operations. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.

2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

3. Remove petrochemical spills, stains, and other foreign deposits.

4. Remove tools, construction equipment, machinery, and surplus material from the site.

5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

6. All walls not newly painted shall be washed to clean readily removable dirt, markings, dust, and grime.

7. Remove debris and surface dust from limited access spaces, including roofs, attics and similar spaces.

8. All existing floors shall be thoroughly stripped of old wax and have at least four (4) coats of a combination wax/sealer, or two (2) coats of sealer and four (4) coats of wax. General Works Package Contractor #2 shall submit for prior approval manufactures information on floor finish to be applied. All new floors shall have their factory seal stripped off and shall have a floor finish applied according to the recommendations of the manufacturer.

9. New carpeted areas shall be thoroughly vacuumed, including edges. Any spotting during construction shall be removed. Existing carpeted areas shall be thoroughly shampooed.

10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Clean interior and exterior of all windows.

11. Clean all Toilet Rooms thoroughly and sanitized. All wall surfaces shall be free of grime, dirt, dust, markings and graffiti. All mirrors, fixtures, and partitions will be cleaned free of dirt and markings.

12. Scrub and seal all ceramic and terrazzo floors and walls.

13. Remove labels that are not permanent labels.

14. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

15. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

16. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

17. Replace disposable air filters and clean permanent air filters. Clean all exposed surfaces of diffusers, registers, and grilles.

18. Clean ducts, blowers, and coils if units were operated without filters during construction.

19. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs; defective and noisy starters in fluorescent fixtures, and defective dimming switches.

20. Leave the Project clean and ready for occupancy.

21. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period. Repair any damage from removal.

22. Compliances: Comply with governing regulations and safety standards for cleaning operations.

23. Remove waste materials from the site and dispose of lawfully.

24. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION

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PART 1 – GENERAL

1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01 50 00, Construction Facilities and Temporary Controls.

B. Section 01 57 13, Erosion Control

C. Section 31 00 00, Earthwork.

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable jurisdictional authority regulations and codes for disposal of debris.
B. Coordinate clearing Work with utility companies.
C. Maintain emergency access ways at all times.
D. Contractor shall comply with all applicable laws and ordinances regarding hazardous materials, including contaminated soils, hazardous material transformers, and similar materials or components.

1.04 SUBMITTALS:

A. Schedule: Submit a detailed sequence of demolition and removal work, including dates for shutoff, capping, and continuance of utility services.

B. Procedures: Submit written procedures documenting the proposed methods to be used to control dust and noise.

1.05 EXISTING CONDITIONS

A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.
B. Conduct demolition to minimize interference with adjacent structures or items to remain. Maintain protected egress and access at all times.

1.06 PROTECTION

A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.

B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

C. Safety Precautions Prevent damage to existing elements identified to remain or to be salvaged, and prevent injury to the public and workmen engaged on site. Demolish roofs, walls and other building elements in such manner that demolished materials fall within foundation lines of building. Do not allow demolition debris to accumulate on site. Pull down hazardous work at end of each day; do not leave standing or hanging overnight, or over weekends.

1. Protect existing items which are not indicated to be altered. Protect utilities designated to remain from damage.
2. Protect trees, plant growth, and features designated to remain as final landscaping as shown on drawings.
3. Protect bench marks from damage or displacement.

D. Trees: Carefully protect existing trees that are to remain. Provide temporary irrigation as necessary to maintain health of trees.

E. Fire Safety: The contractor shall conform to chapter 33 of the California Fire Code (CFC), "Fire Safety During Construction and Demolition", at all times during the construction process. A copy of this chapter can be provided.

F. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

G. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.

H. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.

I. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

PART 2 - PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine conditions of work in place before beginning work; report defects.

B. Report existence of hazardous materials or unsafe structural conditions.

3.02 PREPARATION

A. Scheduling:

1. General: Coordinate and schedule demolition work as required by the Owner and as necessary to facilitate construction progress.

B. Hazardous Materials:

1. General: Identify chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations, and notify such jurisdictional agencies as may be required. Collect and legally dispose of such materials at official disposal locations away from the site.
2. Asbestos: If asbestos or materials containing asbestos are encountered, stop work immediately and contact the Owner. Do not proceed with demolition until directed by Owner.

C. Utility and Service Termination

1. Locate and identify existing utility, service and irrigation system components affected by work of this contract. Review existing record drawings, conduct site investigations, contact Underground Service Alert and other qualified cable/pipe/line locator services, and implement all other means necessary to define the location of underground systems.
2. Prior to beginning any demolition, properly disconnect all water, gas and electrical power supply at appropriate disconnect locations. Obtain all necessary releases and approvals from serving utility companies.
3. Prior to demolition or disconnect, obtain Owners approval that such system does not impact facilities or systems beyond the extent of this contract.
4. Mark location of disconnected systems. Identify and indicate stub-out locations on Project Record Documents.

D. Verify that existing plant life and features designated to remain are tagged or identified.

1. The Architect will mark the features, trees, and shrubs to remain within the construction area. Contractor shall not commence clearing and grubbing operations until authorized by the Owner and all protective measures are in place.

E. Coordinate the time and duration of all system disconnects with Owner.

3.03 DEMOLITION

A. General Requirements

1. Clear areas required for access to site and execution of Work, including pavements, structures, foundations, vegetation, trash and debris.
2. Coordinate with Owner the time of day and route to remove demolished materials from premises.
3. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.
4. Remove all buried debris, rubble, trash, or other material not deemed suitable by the Geotechnical Engineer.
5. Fill all voids or excavations resulting from clearing, demolition, or removal of vegetation with specified fill material.

B. Fixture and Equipment Removal:

1. Remove existing fixtures and equipment as identified and shown on drawings and required by Architect.

2. Verify all service connections to fixtures and equipment designated for removal have been properly disconnected.
3. Remove all conductors from conduit at all abandoned circuits.

3.04 UTILITY AND BUILDING SERVICES REMOVAL AND RE-INSTALLATION

A. Where crossing paths and potential points of interference with existing utility services are shown or can be reasonably inferred from surface conditions or evidence of subsurface systems, such as meter boxes, vaults, relief vents, cleanouts and similar components.

1. Review all contract documents showing crossing paths and potential points of interference.
2. Pot-hole or determine by other means the accurate depth and location of such utilities.
3. Incorporate all costs required to complete work under this contract, including additional trenching, re-routing of existing and new utilities, and all means necessary to construct work under this contract.
4. No additional cost to the Owner will be allowed for work necessary to accommodate utility conflicts where such crossing paths are shown on contract drawings or can be reasonably inferred from surface conditions or components.

B. Remove all conductors from conduit at all abandoned electrical circuits.

C. Seal off ends of all piping, drains and other components as directed by Architect and serving utility.

D. Where necessary to maintain service to existing utility and building systems, relocate or redirect all conduit and conductors, piping, drains, and associated system components.

1. Re-circuit all electrical as required.
2. Re-circuit all landscape irrigation valving and control systems as required.
3. Temporarily terminate landscape system components in approved boxes or with approved caps, suitable for re-connection or extension.
4. Extend or otherwise modify all site drainage systems, including catch basins, drain inlets and piping. Fine grade to maintain proper drainage flow pattern to drains.

E. Demolish structure in an orderly and careful manner.

1. Use of explosives prohibited.

3.05 SITE PAVEMENT REMOVAL

A. Remove sidewalk and curb where required for new construction as specified and as indicated on the Drawings.

1. Remove all paving by saw-cutting.
2. Remove concrete paving and curbing at locations shown on drawings. Locate closest adjacent expansion or weakened plane joint to define start of removal or saw-cutting.

B. Remove asphalt concrete paving areas where required for new construction as specified and as indicated on the Drawings.

1. Remove all paving by saw-cutting.
2. Remove paving assembly as required to expose subgrade.

3.06 LANDSCAPE AND IRRIGATION SYSTEMS DEMOLITION AND RENOVATION

A. Clearing, grubbing, and planting demolition.

1. Remove grass and grass roots to a minimum depth of two inches below existing grade.
2. Remove all shrubs, plants and other vegetation within the area of the work unless designated to remain. Grub and remove all roots of all vegetation to a depth of 24 inches below existing grade.
3. Remove only those trees which are specifically designated for removal, or as shown on the drawings, within the construction area. Remove all stumps. Remove root ball and root systems larger than 1 inch in diameter to a depth of two feet below existing or finished grades, whichever is lower and a minimum of five feet beyond the edge of paving, structure, wall or walkway.
4. Hand cut existing tree roots over 1 inch in diameter as necessary for trenching or other new construction, apply multiple coats of emulsified asphalt sealant especially made for horticultural use on cut or damaged plant tissues to cut faces and adjacent surfaces. Cover exposed roots with wet burlap to prevent roots from dying out until backfilling is complete.
5. Disking and mixing of vegetation, trash, debris, and other deleterious materials with surface soils prior to grading is not permitted.
6. Remove all buried debris, organic material, rubble, trash, or other material not deemed suitable by the Geotechnical Engineer.
7. Fill all voids or excavations resulting from clearing, demolition, or removal of vegetation with fill material in compliance with Section 31 00 00.
8. Selected equipment of such sizes and capacities that the existing environment is disturbed as little as possible, and to afford ease of mobility within limited and relatively confined work areas. Make every effort to preserve the topography in its natural state.
9. Keep drains, catch basins, surface drainage courses and related drainage system components clear of debris and construction materials.
10. Remove irrigation piping and appurtenances as necessary within area of work, unless noted otherwise to remain. Replace irrigation piping and appurtenances to irrigate new and/or existing landscaping. Contractor shall be responsible for temporary landscape irrigation until such time that irrigation system is restored and operational.

3.07 DISPOSAL

Demolished materials become property of the Contractor and shall be removed from premises, except those items specifically listed to be retained by Owner.

A. Dispose of all demolished material, trash, debris, and other materials not used in the work in accordance with the regulations of jurisdictional authority.

B. All materials that are of a recyclable nature, be transported to a suitable legal recycling facility instead of a dump or refuse facility (unless they are one-in-the same) in compliance with the 2022 CalGreen Section 5.408.

C. Burning and Burying of Materials: NOT ALLOWED.

D. Haul Routes:

1. Obtain permits as required by jurisdictional agencies. Establish haul routes in advance; post flagmen for the safety of the public and workmen.
2. Keep streets free of mud, rubbish, etc.; assume responsibility for damage resulting from hauling operations; hold Owner free of liability in connection therewith.

E. Remove demolished materials and debris from site on a daily basis.

3.08 CLEANING

A. Upon completion of work of this Section promptly remove from the working area all scraps, debris.

B. Clean excess material from surface of all remaining paved surfaces and utility structures.

C. Power wash all concrete surfaces to remove stains, dried mud, tire marks, and rust spots.

END OF SECTION

SECTION 03 2000

CONCRETE REINFORCING

PART 1 GENERAL

1.01 SUMMARY

A. Work Included: Furnish and install reinforcing for cast-in-place concrete work.

B. Related Requirements:
1. Cast-in-Place Concrete: Section 03 3000
2. Reinforced Unit Masonry System: Section 04 2200

1.02 REFERENCES

A. The following references, codes and standards are hereby made a part of this Section and all reinforcement shall conform to the applicable requirements therein except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as Permitting work that is contrary to code requirements.

B. American Concrete Institute, ACI:
1. ACI 301 – Specifications for Structural Concrete for Buildings.
2. ACI 315 – Details and Detailing of Concrete Reinforcement.

C. ANSI/AWS D1.4 – Structural Welding Code, Reinforcing Steel.

D. Concrete Reinforcing Steel Institute, CRSI:
1. CRSI – Manual of Standard Practice, 27th Edition.
2. CRSI –Placing Reinforcing Bars, 8th Edition.

E. ASTM International (ASTM):
1. ASTM A615 – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
2. ASTM A706 – Standard Specification for Low-alloy Steel Deformed Bars for Concrete Reinforcement.

F. California Building code.

1.03 SUBMITTALS

A. Comply with requirements of Section 01 3300, “Submittal Procedures.”

B. Shop Drawings:
1. Fully detailed shop drawings, including bending schedules and bending diagrams, shall be submitted to the Engineer for review. Shop drawings shall show placing details and size and location of all reinforcing steel.
2. Shop drawing shall be of such detail and completeness that all fabrication and placement at the site can be accomplished without the use of project or contract drawings for reference.

3. Contractor shall check civil, landscape, architectural, structural, mechanical, plumbing, electrical, and fire protection project or contract drawings for anchor bolt schedules and locations, anchors, inserts, conduits, sleeves, and any other items which are required to be cast in concrete, and shall make necessary provisions as required so that reinforcing steel will not interfere with the placement of such embedded items.
4. Reinforcing steel shall not be fabricated or placed before the shop drawings have been reviewed by the Architect and returned to the Contractor. Review of shop drawings by the Architect will not relieve the Contractor of responsibility for errors or for failure in accuracy and complete placing of the work.

C. Mill Test Reports: Certified mill test reports (tensile and bending) for each heat or melt of steel shall be submitted to the Architect before delivery of any material to the site. (See requirements above under "Source Quality Control".) Where reinforcing is required to be welded, mill test reports shall verify the weldability of the steel.

1.04 QUALITY ASSURANCE

A. Where certified mill test reports (required hereinafter under "Submittals") are not furnished, conform to the following:
1. Reinforcing bars shall be tested in tension and bending as per ASTM A 615. Testing shall be done by the Contractor's independent testing agency. Furnish one copy of test reports to Architect, Structural Engineer, Owner and Contractor.
2. Samples will be taken from bundles as delivered from the mill by the testing agency. Where bundles are identified by a heat number and a mill analysis accompanies to report, one tensile and one bending test specimen will be taken from each 10 tons or fraction thereof, of each size and kind of bar. Where positive identification of heat numbers cannot be made or where random samples are taken, one series of tests shall be made from each 2-1/2 tons or fraction thereof, of each size and kind of bar.
3. The cost of tests, sampling and handling of reinforcing steel shall be paid by the Contractor.
4. Include all material required to provide samples for testing.

1.05 DELIVERY, STORAGE AND HANDLING

A. Deliver reinforcing to site properly bundled and tagged, and stored so as to prevent excessive rusting or fouling with grease or any coating that will interfere with bond. Segregate so as to maintain identification after bundles are broken. Do not use damaged, reworked, or deteriorated material.

PART 2 PRODUCTS

2.01 MATERIALS

A. Reinforcing Bars:
1. New, free of loose rust.
2. Billet Steel Bars: ASTM A 615, including supplementary requirements S1. Grade 60 for all bars. Weldable (ASTM A706) where indicated or required.

B. Welded Wire Fabric: As indicated on drawings.

C. Tie Wire: #16 minimum, black and annealed.

D. Reinforcement Splice Couplers: For use only where specified on the drawings. Submit other locations proposed for use to the Engineer for review. “L-series Bar Lock” Coupler Systems for Splicing Reinforcement Bars, ESR-2495, by Dayton-Superior Corporation.

E. Accessories: Metal or plastic spacers, supports, ties, etc., as required for spacing, assembling, and supporting reinforcing in place. Legs of accessories to be of type that will rest on forms without embedding into forms. Galvanize metal items where exposed to moisture, or use approved other non-corrodible, non-staining supports.

2.02 FABRICATION

A. Comply with details on Drawings.

B. Where specific details are not shown or noted, do all detailing and fabrication in conformance with, or superior to, requirements contained in the References, Codes and Standards Article and ACI 315.

C. Clean bars of loose rust, loose mill scale and any substance which may decrease bond. Bend bars cold and accurately to details on reviewed shop drawings.

D. Shop fabricate all reinforcement.

PART 3 EXECUTION

3.01 INSTALLATION

A. General: Reinforcing steel shall be placed in accord with the Drawings and viewed shop drawings and the applicable requirements of the References, Codes and Standards Article. Install reinforcement accurately and secure against movement, particularly under the weight of workmen and the placement of concrete.

B. Reinforcement Supports:
1. Reinforcement shall be accurately located in the forms and held in place by means of supports adequate to prevent displacement and to maintain reinforcement at proper distance from form face. Supports and their placement shall comply with CRSI "Placing Reinforcing Bars". The use of wood supports and spacers inside the forms is not permitted except as noted in Concrete Forms Section.
2. Support reinforcement for on-grade slabs by wiring to precast concrete blocks spaced 3'-0" o.c. (maximum) both ways, staggered. Size blocks so that reinforcing is maintained at the elevation shown in design drawings.

C. Obstructions: Wherever conduit, piping, inserts, sleeves, etc., interfere with placing of reinforcing steel, obtain approval of method of procedure before any concrete is placed. Bending of bars around openings or sleeves is not permitted.

D. Tying: All reinforcing shall be rigidly and securely tied with steel tie wire at all splices and at all crossing points and intersections in the position shown. All tie wires, after cutting, shall be bent in such a manner that concrete placement will not force the wire ends to surface of exposed concrete.

E. Dowels: Dowels shall be tied securely in place before concrete is deposited. In the event there are no bars in position to which dowels may be tied, No. 3 bars (minimum) shall be added to provide proper support and anchorage. Bending of dowels after placement of concrete will not be permitted.

F. A minimum class B lap splice as defined by ACI 318 is required for all cases not otherwise shown on Drawings. Stagger splices wherever possible.

G. Reinforcement Couplers: Install at all locations indicated and may be used as an alternate to lap splices in general. Install couplers in accordance with manufacturer's recommendations.

H. Welding: No welding of reinforcing steel or of attachments to reinforcing steel will be permitted unless the chemistry of the steel conforms to AWS D12.1 and is so established by the mill certificates. If welding is to be done, all welds shall be approved by the Structural Engineer and all welding shall comply with requirements and procedures established by AWS D12.1. All welding material, wire cuttings, and tramp metal shall be thoroughly cleaned from forms for exposed concrete before any concrete is placed.

I. Minimum covers for reinforcement:
1. As shown on drawings.

J. Lap or spliced bars shall be a minimum of 48 bar diameters in concrete, but never less than 24" or as noted on design drawings.

3.02 CLEANING

A. Reinforcement, at time of placing concrete, shall be free of any coating that would impair bond.

END OF SECTION

SECTION 03 3000

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Furnish and install cast-in-place concrete required for the project as shown on the Drawings and specified herein. This Section also includes:
1. Concrete for work specified in Mechanical and Electrical Divisions unless specifically included therein.
2. Grouting of bases and equipment not specified under other Sections.
3. Coordination with other trades with regard to requirements for special bases, sleeves, chases, inserts, finishes or other provisions.
4. Curing of formed concrete surfaces.

B. Related Sections:
1. Section 03 2000, Concrete Reinforcing.
2. Section 32 1600, Site Concrete.
3. Section 33 4000, Storm Drainage.

1.02 REFERENCES

A. The following references, codes and standards are hereby made a part of this Section. Concrete work shall conform to the applicable requirements therein except as otherwise specified herein or shown on the Drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements.

B. "Building Code Requirements for Reinforced Concrete", ACI 318, 2018 Edition.

C. California Building Code, CBC, current edition.

1.03 SUBMITTALS

A. Comply with requirements of Section 01 3323, Submittals. Place no concrete until submittals have been accepted.

B. Mix designs, submit information as specified herein.

C. Construction Joints: Submit shop drawings showing proposed locations and details.

D. Structural Engineer of Record and District’s resting laboratory must approve all mix designs.

1. Submit manufacturer's standard details for sealing penetrations of the membrane and/or installers recommended sealing details.

1.04 QUALITY ASSURANCE

A. Tests and inspections shall be performed by qualified individuals, engineering companies or testing laboratories who shall perform those special inspections required by CBC, those tests and inspections specified below and such other tests and inspections as the Architect or Owner may require to establish the acceptability of the work.

B. Testing and inspection services shall be retained by the Owner at his expense except that when tests or inspections reveal failure of materials to meet the contract requirements, costs for subsequent tests and inspections will be deducted from monies due the Contractor.

Excessive inspection time required by Contractor's failure to provide sufficient workmen or to properly pursue the progress of the work shall likewise be deducted.

C. Furnish material and handling for test cylinders and other samples which testing agency requires for analysis of concrete work.

D. Compression Tests: 3 compression test cylinders as per ASTM C 31. One cylinder will be broken at 7 days; one at 28 days; and one retained as a spare. Cylinders will be numbered in sets (1A, 1B, 1C; 2A, 2B, 2C; etc.) and a record kept of extent of pour represented by each set and type of concrete tested. Cylinders will be broken in accordance with ASTM C 39. If a test report indicates 28-day specimen below required strength (within standard of acceptability established by ACI 318), and if required by Architect, testing agency will take test cores of hardened concrete in accordance with ASTM C 42. Such concrete shown to be defective shall be removed and replaced. Cost of core tests, repairs and removal and replacement of defective concrete shall be paid by Contractor.

E. Cold Weather Concreting: Take one additional test cylinder and cure on project site under same conditions as concrete it represents.

F. Slump Test: Take one for each set of test cylinders taken.

G. Testing agencies will supervise preparation and selection of samples taken at job site.

H. The following is subject to Special Inspection as per CBC. Costs therefore will be paid by the Owner.
1. Taking of compression test specimens.
2. Placement of reinforced structural concrete.

1.05 PROJECT CONDITIONS

A. Project Environmental Requirements:
1. Cold Weather Requirements: Comply with "Recommended Practice for Cold Weather Concreting", ACI 306R, latest edition.
2. Hot Weather Requirements: Comply with "Recommended Practice for Hot Weather Concreting", ACI 305R, latest edition.

1.06 WARRENTY

A. Require unconditional two (2) year installation warranty commencing on date of ”Substantial Completion” for cracking.
B. Require a site review with the District Project Manager prior to expiration of warranty as condition to end installation warranty period.

1.07 PRE-INSTALLATION MEETING

A. Schedule a pre-installation meeting with Architect, Owner’s Representative, Project Inspector, and Contractor in attendance.

PART 2 PRODUCTS

2.01 MATERIALS

A. All concrete to be batched in a certified plant capable of achieving DSA waiver of continuous batch plant inspection in accordance with CBC. 1705A.3.3
1. All concrete to be produced by the same batch plant.
2. Structural concrete mix design shall yield specified strength prior to 28 days.

B. Cement: ASTM C 150, Type I or II, Portland Type. Cement shall be of same brand, type

and source throughout project. Where aggregates are potentially reactive, use low alkali cement.

C. Aggregates: ASTM C 33 and C 88 from sources with proven history of successful use. Source shall be constant unless 10 days' prior notice is given for approval after recheck of mix design.
1. Fine Aggregate: Natural sand with sand equivalent of not less than 75 when tested as per Test Method Calif. 217-E.
2. Coarse Aggregate: Fine grade, sound crushed stone, natural gravel or granite with cleanness value not less than 75 when tested as per Test Method Calif. 227.

D. Water: Clean and potable, free from impurities detrimental to concrete.

E. Admixtures:
1. Air Entrainment Admixtures: ASTM C R60.

F. Expansion Joint Fillers (On-Grade Slabs, Walks, Curbs, Gutters and Similar Flatwork Where Joints Are Not Otherwise Noted or Specified): ASTM D 994-71, asphaltic compound strips, 1/4" thick unless otherwise noted, precut to proper size.

G. Non-Shrink Grout (Metallic): Master Builders "Embeco 636", Sonneborn-Contech "Ferrolith G", or approved equal, premixed metallic grout.

H. Non-Shrink Grout (Non-Metallic): Sauereisen No. F-100, Sonneborn Contech "Fondag", Upco "Upcon", 5-Star, Master Builders "Masterflow 713", or approved equal, nonmetallic, nonstaining, premixed grout having a compressive strength at 28 days of not less than 6800 psi.

I. Curing Compounds: Comply with the requirements of Section 03 3500 Concrete Finishing, and Section 07 2613 Above Grade Vapor Retarder.

J. Bonding Agent: Polymer Resin Emulsion.

K. Fly Ash: Fly ash which may be used to reduce cement content shall conform to ASTM C618, Class F. Fly ash may replace up to 15 percent of cement by the use of 125 pounds of fly ash for each 100 pounds of cement removed. Submit mix design and test reports verifying compliance.

2.02 MIXES

A. Concrete: Ready mixed as per ASTM C 94. Equipment shall be adequate for the purpose and kept in good mechanical condition. Mix and deliver concrete in accordance with ASTM L94 Alternative 4.

B. Provide concrete in the following strength:
1. 3000 psi (28 days) normal weight (145 pcf) concrete for spread footings and grade beams.
2. 3000 psi normal weight (145 pcf) concrete for slab on grade.
3. 3000 PSI (28 Day) Normal Weight (145 PCF) for concrete equipment pad and curbs.
4. 2500 psi (28 day) normal weight 145 plf for miscellaneous concrete, non-structural flatwork.

C. Select admixture proportions for normal weight concrete in accordance with ACI 318.

D. The water/cement ratio for concrete slabs/mats should be in the range of 0.45 to 0.50.

E. Add air-entraining agent to concrete mix for work exposed to exterior.

F. Walks, Curbs and Paving: Comply with the requirements of Section 32 1600, Site Concrete.

G. Mix designs for concrete shall be Contractor-designed at his expense. Designs shall be prepared by a qualified agency approved by the Architect. Submit four copies of mix designs for Architect's review prior to placing concrete. Indicate brands, types and quantities of admixtures included. If concrete is to be placed by pumping, follow recommendations of ACI Committee 304. Mix designs must include strengths and slumps. Concrete mix design shall be per Section 1905A.1 of CBC 2022.

PART 3 EXECUTION

3.01 PREPARATION

A. Notify Architect 48 hours minimum prior to placing of concrete.

B. Thoroughly wet absorbent forms before concrete is placed. Aggregate base for slabs on grade shall be moist but not saturated when concrete is placed.
1. Remove debris, mud and water from places to receive concrete.

C. Place no concrete until reinforcing for same is fastened in place and until forms are complete. Place no concrete before work that is to be embedded has been set. Notify other trades so they may deliver anchors, inserts, etc., or other work to be embedded in ample time and also notify them when their assistance in setting is required. Do not disturb reinforcing or other materials that have been set in place.

D. No pipes- except electrical conduits 1-1/4 inches and less in diameter shall be embedded in structural concrete. Before placing concrete, such pipes and large conduits shall be sleeved providing minimum 1/4 inch clearance all around. Position sleeves so as not to impair strength of surrounding elements. Sleeves and inserts will be provided and set under other sections of the work.

3.02 INSTALLATION

A. Place concrete immediately after mixing. Do not place or use concrete after it has begun to set. Retempering is not allowed. Convey and deposit concrete into place without separation of the ingredients. No concrete shall be placed with a free unconfined fall in excess of five feet nor shall it be allowed to cascade through reinforcing steel in such manner as to promote segregation. Do not support runways on reinforcing steel.

B. Deposit concrete in approximate horizontal layers not exceeding 18 inches in thickness, unless otherwise authorized. Place concrete in a continuous operation without interruption until placing of course, section, panel or monolith is completed.

C. Distribution of concrete shall be even and continuous and no pour joints shall show. Before a pour is started, make certain that adequate equipment; men and concrete will be available to pour in cycles which will permit proper and thorough integration of each layer of concrete. Upon stopping off a pour, the top surface shall be on a level. Space points of deposit in walls so that it will not be necessary for concrete to flow laterally more than 24 inches.
1. Place concrete continuously between expansion joints, control joints, and construction joints.
2. Maintain continuous and accurate log of placing of concrete in structure.

D. Install various inserts, anchorages, etc., required by public and private utility companies to accommodate miscellaneous metal items and equipment furnished by them.

E. Provide formed openings where required for work passing through or embedded in concrete members.

F. Place no concrete in water unless written permission has been obtained from Structural Engineer.

3.03 CONSTRUCTION

A. Vibration and Compaction: Concrete shall be thoroughly compacted by means of internal mechanical vibrators. Such compaction shall be produced as will be obtained by placing the vibrator directly in concrete at 18 inch to 30 inch intervals for a period of approximately 5 to 15 seconds and withdrawing slowly or as directed, depending on the consistency of concrete.
1. One vibrator will be required for each location where simultaneous placing takes place, to ensure thorough vibrating of each section. Provide sufficient spare vibrators on the project so as to have them readily available in case a vibrator in use should suddenly cease to function properly. Where spare vibrators are employed, provide additional spares.
2. Under no condition shall vibrator be placed against reinforcing steel or attached to forms. Use no vibrators to transport material.
3. Vibrator shall be of the flexible immersion type having a frequency of not less than 7,000 rpm. Submit manufacturer's specifications of vibrator.
4. Eliminate voids and rock pockets.

B. Construction Joints: Placement of construction joints and the manner in which they are provided for shall be as approved by Architect or as shown on the Drawings. Construction joints shall be as few as possible and will not be permitted simply to save forms.
1. Under no condition will construction joints be permitted in exposed concrete surfaces other than where specifically shown and specified.
2. Clean and roughen construction joints including keys by removing entire surface and exposing clean aggregate solidly embedded by means of sandblasting or other approved methods. Clean forms and reinforcing of drippings, debris, etc.
3. Just before starting of new pour, cover horizontal surfaces with 1/2 inch to 1 inch thickness of grout composed of cement and fine aggregate of the same proportion as that used in concrete work, but omitting the 1-1/2 inch aggregate where 1-1/2 inch is the maximum size, or 1/2 of the 3/4 inch aggregate where 3/4 inch is the maximum size. Proportions will be determined by the testing agency.

C. Curing Formed Concrete: Keep formed concrete surfaces continuously wet both in forms and after removal of forms for at least seven days after placing. Keep wood forms wet. If forms are permitted to be removed prior to expiration of curing period, keep exposed concrete surfaces continuously wet. Application of curing compounds shall conform to requirements of Concrete Finishing Section.

D. Equipment Bases: Verify sizes and shapes required by items specified elsewhere. Install concrete bases for special equipment in strict accord with Drawing details and the specifications and recommendations of the equipment manufacturer.

E. Expansion Joint Fillers: Place asphaltic filler material so that top of surface is level and aligned uniformly 1/4 inch below adjacent concrete surface. Provide where slabs abut vertical surfaces, at not over 24 ft. centers horizontally in paving and at other locations so noted on Drawings. Follow Drawings for pattern where indicated; where not indicated, coordinate locations with Architect before proceeding.

F. Grouting: Grout shall be metallic or non-metallic, non-shrink grout mixed and applied in strict accordance with manufacturer's directions, except use non-metallic only where grouting is exposed in the finished work.

3.05 REPAIR/RESTORATION

A. Modify or replace concrete not conforming to required lines, details and elevations, as directed by Architect.

3.06 CLEANING

A. Remove splash or accumulations of hardened or partially hardened concrete. Protect contact faces of forms for exposed concrete from splash during placing of adjacent concrete. Place concrete containing piping in a manner that will prevent damage to pipes.

END OF SECTION

SECTION 04 0500

COMMON WORK RESULTS FOR MASONRY

PART 1 GENERAL

1.01 SUMMARY

A. Mortar and grout for masonry.

B. Related Sections:
1. Section 03 2000, Concrete Reinforcing.
2. Section 04 2200, Concrete Unit Masonry.

1.02 SUBMITTALS

A. Submit mix designs for mortar and grout.

1.03 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 and ACI 530.1.

B. Maintain mortar mixture ingredients in quantities needed for immediate use per ASTM C279, and so as not to delay progress of the project.

1.04 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

B. Hot Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Hot Weather Masonry Construction.

PART 2 PRODUCTS

2.01 MATERIALS

A. Masonry Cement: ASTM C150 Type I or II.

B. Mortar Aggregate: ASTM C144, standard masonry type.

C. Hydrated Lime: ASTM C207.

D. Grout Aggregate: ASTM C404.

E. Water: Clean and potable.

F. Bonding Agent: Epoxy type.

2.02 MIXES

A. Mortar: ASTM C270, Type S using the Property Method.

B. Grout: 2000 psi strength at 28 days; 8-11 inch slump.

PART 3 EXECUTION

3.01 PREPARATION

A. Mortar Mixing: Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C270.
   1. Add mortar color and admixtures in accordance with manufacturer's instructions, to match block color.
   2. Do not use anti-freeze compounds to lower the freezing point of mortar.

B. Grout Mixing: Mix grout in accordance with ASTM C94.

3.02 INSTALLATION

A. Install mortar in accordance with ASTM C780.

B. Work grout into masonry cores and cavities to eliminate voids. Do not displace reinforcement.

3.03 FIELD QUALITY CONTROL

A. Test mortar and grout in accordance with the Special Inspection Requirements specified by the plans.

B. Testing of Mortar Mix: In accordance with ASTM C780.

C. Testing of Grout Mix: In accordance with ASTM C1019.

END OF SECTION

SECTION 04 2200

CONCRETE UNIT MASONRY

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Concrete block masonry including reinforcing, grouting and cleaning.

B. Related Sections:
1. Section 03 2000, Concrete Reinforcing.
2. Section 04 0500, Common Work Results for Masonry.
3. Section 09 9100, Painting.

1.02 REFERENCES

A. The following references and standards are hereby made a part of this Section. Masonry work shall conform to applicable requirements therein except as otherwise specified herein or shown on the Drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements.

B. International Masonry Industry Advancement Committee, IMIAC:
1. IMIAC - Masonry Design Manual.
2. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.
3. Hot Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Hot Weather Masonry Construction.

C. American Concrete Institute, ACI: ACI 530 and ACI 530.1 – Building Code Requirements and Specification for Masonry Structures.

D. American Society for Testing and Materials, ASTM C90 – Specification for Load-Bearing Concrete Masonry Units, Current Addition.

E. California Building Code, 2022 Edition.

1.03 SUBMITTALS

A. Samples: Submit in duplicate for Architect's approval of color, texture and pattern of split-face block.

B. Certificates: Provide certificates in duplicate verifying that concrete block meets the requirements of the Specifications.

1.04 DELIVERY, STORAGE AND HANDLING

A. Do not deliver cementitious or other material to the site if the site has become lumpy, caked, hardened or air slaked from absorption of moisture.

B. Store materials where protected from weather, contact with soil, traffic and construction operations.

C. Handle blocks in manner to prevent chipping and breakage. Protect reinforcing steel from kinking and bending and from contamination with dirt, mud, oil and other foreign matter detrimental to bond.

PART 2 PRODUCTS

2.01 MATERIALS

A. Concrete Block Smooth: ASTM C 90, CBC Standard 21-4, latest edition, Type 1 - moisture controlled, Grade N, load-bearing, two cell, open end and bond beam units where indicated on Drawings or required, fm = 1500 psi.
1. Size: 8 inches by 8 inches by 16 inches nominal.
2. Hollow, Load Bearing Concrete Blocks.
3. Max. Linear Shrinkage (ASTM C 426-70): 0.045 percent.
4. Min. Tensile Strength: 135 psi.
5. Color: Gray

B. Reinforcing Steel: Conform to requirements of Drawings and Section 03 2000, Concrete Reinforcing. Provide positioning devices or other approved means for maintaining vertical and horizontal reinforcing in the locations indicated on the Drawings. Devices shall occur at top and bottom of vertical steel and at intermediate points not to exceed 192 bar diameters.

C. Mortar: See Section 04 0500, Common Work Results for Masonry.

D. Grout: See Section 04 0500, Common Work Results for Masonry.

E. Preformed Control Joints: Rubber Material. Provide with corner and tee accessories, heat fused joints.

F. Joint Filler: Closed cell polyvinyl chloride oversized 50 percent to joint width; self expanding.

G. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials, as recommended by masonry unit manufacturer.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean and roughen concrete at bonding surface, sandblasting where required. Bend dowels into proper alignment, straight and unkinked.

3.02 CONSTRUCTION

A. Construct concrete block masonry in accordance with Reference Standards except where otherwise qualified or modified herein. Where standards conflict, assume the more stringent condition.

B. Bond Pattern and Joint Treatment: Common running bond with joints tooled to a dense concave finish.

C. Masonry units shall not be wet prior to laying.

D. Set masonry units plumb, true to line, with level courses accurately spaced. Keep bond pattern plumb and in alignment full height of wall, corners and reveals plumb and true. Do not use line pins unless absolutely necessary and, if used, fill holes immediately with mortar when pin is withdrawn. Do cutting of facing units with a power driven Carborundum saw. No chipped faces, corners or edges permitted.

E. Lay block with head and bed joints solidly filled with mortar for a distance in from the face of the unit equal to the thickness of the face shell.

F. Provide cleanouts at bottom of grouted cells except that cleanouts are not required in walls four feet high and less where "low-lift" grouting is employed. Where cleanouts are required to occur on exposed masonry surface, remove entire face shell.

G. Build in anchors, inserts, bolts, flashings, frames, etc., furnished by others, as the work progresses.

H. Lay blocks to preserve unobstructed vertical continuity of cells.

I. Remove overhanging mortar or obstructions from inside of cells to be grouted using high pressure jet stream or approved mechanical means.

J. Grouting: Fill all cells with grout. Grout spaces shall not be wet at the time grout is placed. Spaces to be filled with grout shall be free from debris, mortar, etc. before filling.
1. Reinforce bond beams as detailed in the plans.
2. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensional position.
3. Place and consolidate grout fill without displacing reinforcing.

K. As work progresses, install built-in work furnished by other Sections.

L. Cutting and Fitting: Cut and fit for chases, pipes, conduit, sleeves, and grounds. Coordinate with other sections of work to provide correct size, shape, and location.

M. The exposed exterior surfaces of some masonry work shall receive a cement plaster finish. See Section 09 2423, Portland Cement Stucco.

3.03 FIELD QUALITY CONTROL

A. Tolerances:
1. Maximum Variation from Plumb: 1/4 inch per story non-cumulative.
2. Maximum Variation from Level Coursing: 1/8 inch in 3 ft.;1/4 inch in 10 ft.; and 1/2 inch in 30 ft.

B. Tests and inspections shall be performed by qualified individuals, engineering companies or testing laboratories who shall perform those special inspections required by the California Building Code, those tests and inspections specified below and such other tests and inspections as the Architect or Owner may require to establish the acceptability of the Work. Testing and inspection services shall be retained by the Owner at the Owner’s expense. When tests or inspections reveal failure of materials to meet contract requirements, costs for subsequent tests and inspections shall be paid by the Contractor.
1. Concrete block masonry is subject to special inspection by testing agency at Owner’s expense.
2. Furnish materials required for analysis of masonry work.

3.04 CLEANING

A. Clean work as it progresses keeping exposed finished portions of the work free of soil and mortar stains. Use no acid cleaners.

END OF SECTION

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SECTION 05 5000

METAL FABRICATIONS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Items of miscellaneous metal and related accessory items required for the project and which are not specified elsewhere. Such items include, but are not necessarily limited to:
   1. Structural Straps/Connectors.
   2. Sleeves for miscellaneous metal items.
   3. Grouting required for setting miscellaneous metal items.

B. Related Sections:
   1. Section 09 9100, Painting.

1.02 WARRANTY

A. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion.
B. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

1.03 SUBMITTALS

A. Shop Drawings: Show dimensions, sizes, thicknesses, gages, finishes, joining, attachments, and relationship of work to adjoining construction. Where items must fit and coordinate with finished surfaces and/or constructed spaces, take measurements at site and not from Drawings.
   1. Where materials must be set to exact locations to receive work, furnish assistance and direction necessary to permit other trades to properly locate their work.
   2. Where welded connectors and inserts are required to receive work, show exact locations required. Furnish drawings to the trades responsible for installing the connectors or inserts.
   3. Catalog work sheets showing illustrated cuts of item to be furnished, scale details and dimensions may be submitted for standard manufactured items.
   4. Design shop drawings under direct supervision of professional engineer experienced in design of this work, licensed in the State of California.

1.04 QUALITY ASSURANCE

A. Qualifications: Welding procedures, welders, and tackers for structural metal work shall be qualified in accord with CBC.

B. References and Standards: The following references and standards are hereby made a part of this Section. Miscellaneous and ornamental metal work shall conform to the applicable requirements therein except as otherwise specified herein or shown on the Drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations.
   1. "Code for Arc and Gas Welding in Building Construction" of the American Welding Society, AWS Dl.l, latest edition with current supplements, revisions and addenda. Welded connections; use standard AWS A2.0 welding symbols. Indicate net weld lengths.
   2. "Pipe Railing Manual", published by National Assn. of Architectural Metal

Manufacturers (NAAMM).
3. "Metal Bar Grating Manual", published by National Assn. of Architectural Metal Manufacturers (NAAMM).
4. Steel Structures Painting Council (SSPC) Surface Preparation Specifications, Vol. 2, Painting Manual.

PART 2 PRODUCTS

2.01 MATERIALS

A. Standard Structural Steel Shapes, Bars and Plates: ASTM A36, latest edition and ASTM 283, latest edition.

B. Architectural and Miscellaneous Steel Items: ASTM A 283, latest edition, grade optional.

C. Steel Tubing:
1. Cold Formed: Grade A or B per ASTM A 500 latest edition.
2. Hot Formed: Welded or seamless per ASTM A 501 latest edition.

D. Steel pipe:
1. Type E or S: ASTM A 53, latest edition.
2. Grade B: Structural pipe.
3. Grade A or Type F for railings where bending is required.

E. Downspouts: Grade A standard steel pipe, hot dipped galvanized and then painted. All downspouts to be galvanized schedule 40 steel-pipe.

F. Sheet steel: ASTM A 446, grade B, structural quality with galvanized coating.

G. Fastenings - General: Furnish bolts, nuts, screws, clips, washers and other fastenings necessary for proper erection of items specified herein. Use stainless steel or hot dip galvanized on exterior. On interior, match adjacent material. Bolts, ASTM Grade A 307.

H. Welding Electrodes: As permitted by AWS Code Dl.l. Where exposed, select filler metal to match base metal. Use E70xx electrodes.

I. Paint Primer: Fed. Spec. TT-P-86, Type II or TT-P-645, zinc chromate.

J. Non-Shrink Grout: Sauereisen No. F-100, Sonneborn-Contech "Fondag", Upco "Upcon", 5-Star, Master Builders "Masterflow 713", or approved equal, non-metallic, non-staining, premixed grout having a min. compressive strength at 28 days as required by Structural Drawings.

2.02 FINISHES

A. Finishes shall be as noted in the following paragraphs, except as otherwise noted on the drawings or specified.

B. All exterior metal fabricated items to be hot-dipped galvanized after fabrication.

C. Exterior Ferrous Metal and Interior Ferrous Metal Exposed to Continuing Moisture: Welds, burrs, and rough surfaces ground smooth after fabrication and completed assembly hot-dipped galvanized and then given one shop prime coat of paint.

C. Interior Ferrous Metal: Welds, burrs, and rough surfaces ground smooth and completed assembly cleaned, hot phosphate treated, and given one shop prime coat of paint. Hot phosphate treatment not required on items that are not exposed in the finished work or on

those items where size prohibits such treatment. Indicate on shop drawings where size prohibits such treatment. Indicate on shop drawings where treatment is proposed to be omitted.

D. Exposed Fastenings: Match color and finish of adjacent material.

E. Metal stair nosing (where required): Balco cast iron stair nosing or approved equal. Extend nosing full length of steps.

2.03 QUALITY

A. Structural steel used in lateral-force-resisting systems shall conform to A 36, A 500, A 501, A 992, A 572 (Grades 42 and 50), A 913 (Grades 50 and 65) and A 588. Structural steel conforming to A 283 (Grade D) may be used for base plates and anchor bolts.

B. Other steels permitted by the CBC may be used for the following:
1. One-story buildings.
2. Light-framed wall systems in accordance with Division VIII.

C. Welds used in primary members and connections in the lateral force-resisting systems shall be made with a filler metal that has a minimum Charpy V-notch toughness of 20 ft-lbs at minus 20 degrees Fahrenheit, as determined by AWS Classification or manufacturer certification.

PART 3 EXECUTION

3.01 EXAMINATION

A. Inspect surfaces to receive metal work and report defects that would interfere with the installation to the Architect. Starting work implies acceptance of surfaces as satisfactory.

3.02 CONSTRUCTION

A. General Requirements:
1. Verify measurements at project site.
2. Coordinate metal work with adjoining work for details of attachment, fittings, etc. Do cutting, shearing, drilling, punching, threading, tapping, etc., required for metal or for attachment of adjacent work. Drill or punch holes; do not use cutting torch. Shearing and punching shall leave true lines and surfaces.
3. Conceal fastenings where practical. Thickness of metal and details of assembly and supports shall give ample strength and stiffness. Form joints exposed to weather to exclude water.
4. Make permanent connections in ferrous metal surfaces using welds where possible; do not use bolts or screws where they can be avoided.
5. Provide lugs, clips, anchors, and miscellaneous fastenings necessary for the complete assembly and installation.
6. Set work plumb, true, rigid, and neatly trimmed out. Miter corners and angles of exposed moldings and frames unless otherwise noted.
7. Do grouting of frames, plates, sills, bolts, and similar items with non-shrink grout.
8. Where items must be incorporated or built into adjacent work, deliver to trade responsible for such work in sufficient time that progress of work is not delayed. Be responsible for proper location of such items.
9. Protect dissimilar metals from galvanic corrosion.
10. All downspouts to have welded joints. Threaded and collard joints are not acceptable.

11. Downspouts to be water tested in presence of the Project Manager.

B. Welding:
1. Perform all welding in accord with AWS Code D 1.1.
2. Welds shall be made only by operators experienced in performing the type of work indicated.
3. Welds normally exposed to view in the finished work shall be uniformly made and ground smooth.
4. Where welding is done in proximity to glass or finished surfaces, protect such surfaces from damage due to weld sparks, spatter, or tramp metal.

C. Bolted, Screwed, and Riveted Connections:
1. In general, use bolts for field connections only and then only as detailed. Provide washers under all heads and nuts bearing on wood. Draw all nuts tight and upset threads of permanent connections to prevent loosening. Use beveled washers where bearing is on sloped surfaces.
2. Where screws must be used for permanent connections in ferrous metal, use flat head type, countersunk, with screw slots filled and finished smooth and flush.
3. Where rivets are used, they shall be machine driven tight, heads centered, countersunk, and finished flush and smooth.

D. Surface Treatment and Protective Coatings:
1. Cleaning: Thoroughly clean mill scale, rust, dirt, grease and other foreign matter from ferrous metal prior to galvanizing, hot phosphate treatment or painting. Conditions that are too severe to be removed by hand cleaning methods shall be cleaned as per SSPC "Surface Preparation Specifications", "Solvent Cleaning, SSPC-SP1-63"; "Power Tool Cleaning, SSPC-SP 3-36"; or "Brush-Off Blast Cleaning, SSPC-SP 7-63", as required.
2. Hot Phosphate Treatment: Conform to SSPC-PT-4.
3. Painting: After material has been properly cleaned and treated, apply shop prime coat of paint to surfaces except those encased in concrete or masonry. Apply paint as per manufacturer's directions. Spot paint abrasions and field connections after assembly. Shop coat must be dry prior to shipment to project site. Unless otherwise specified or directed, do not apply shop prime coats or stenciled or painted identification markings to galvanized surfaces.
4. Galvanizing: Conform to ASTM A 123-78 for rolled, pressed and forged shapes, plates, bar and strip; A 153-78 for hardware items and A 386-78 for assembled steel products. Conform to ASTM A 384-76 and A 385-76, Recommended Practices, pertaining to galvanized assembled steel products. Unless otherwise permitted, do galvanizing after fabrication, in largest sections practicable. Where galvanizing is removed by welding or other assembly procedure, touch-up abraded areas with molten zinc or zinc-rich paint.

3.03 PROTECTION AND CLEANING

A. Remove soil and foreign matter from finished surfaces and apply such protective measures as may be required to prevent damage or discoloration until acceptance of project. Protection of work and initial cleaning shall be the responsibility of each installer or erector until the installation is completed, whereupon the responsibility for subsequent protection and final cleaning shall pass to the General Contractor for the entire project. Remove protective coverings prior to acceptance of Work.

END OF SECTION

SECTION 08 7100

DOOR HARDWARE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions of Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.

B. This Section includes the following, but is not necessarily limited to:

1. Door Hardware, including electric hardware.
2. Storefront and Entrance door hardware.
3. Thresholds, gasketing and weather-stripping.
4. Door silencers or mutes.

C. Related Sections: The following sections are noted as containing requirements that relate to this Section, but may not be limited to this listing.

1. Division 8: Section - Steel Doors and Frames.
2. Division 8: Section - Wood Doors.
3. Division 8: Section - Aluminum Storefront
4. Division 28: Section - Fire/Life-Safety Systems & Security Access Systems.

1.03 REFERENCES (USE DATE OF STANDARD IN EFFECT AS OF BID DATE.)

A. 2022 California Building Code, CCR, Title 24.

B. BHMA – Builders' Hardware Manufacturers Association

C. CCR – California Code of Regulations, Title 24, Part 2, California State Accessibility Standards.

D. DHI – Door and Hardware Institute

E. NFPA - National Fire Protection Association.

1. NFPA 80 - Fire Doors and Other Opening Protectives
2. NFPA 105 - Smoke and Draft Control Door Assemblies

F. UL - Underwriters Laboratories.

1. UL 10C - Fire Tests of Door Assemblies
2. UL 305 - Panic Hardware

G. WHI - Warnock Hersey Incorporated

H. SDI - Steel Door Institute

1.04 SUBMITTALS & SUBSTITUTIONS

A. General: Submit in accordance with Conditions of the Contract and Division 1 Specification sections.

B. Submit product data (catalog cuts) including manufacturers' technical product information for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.

C. Submit six (6) copies of schedule organized vertically into “Hardware Sets” with index of doors and headings, indicating complete designations of every item required for each door or opening. Include following information:

1. Include a Cover Sheet with;
   a. Job Name, location, telephone number.
   b. Architects name, location and telephone number.
   c. Contractors name, location, telephone number and job number.
   d. Suppliers name, location, telephone number and job number.
   e. Hardware consultant's name, location and telephone number.

2. Job Index information included;
   a. Numerical door number index including; door number, hardware heading number and page number.
   b. Complete keying information (referred to DHI hand-book "Keying Systems and Nomenclature"). Provision should be made in the schedule to provide keying information when available; if it is not available at the time the preliminary schedule is submitted.
   c. Manufacturers' names and abbreviations for all materials.
   d. Explanation of abbreviations, symbols, and codes used in the schedule.
   e. Mounting locations for hardware.
   f. Clarification statements or questions.
   g. Catalog cuts and manufacturer’s technical data and instructions.

3. Vertical schedule format sample:

Heading Number 1 (Hardware group or set number – HW -1)						
			(a) 1 Single Door #1 - Exterior from Corridor 101		(b) 90°	(c) RH
			(d) 3' 0"x7' 0" x 1-3/4" x (e) 20 Minute (f) WD x HM			
(g) 1	(h)	(i) ea	(j) Hinges - (k) 5BB1HW 4.5 x 4.5 NRP (l) ½ TMS		(m) 626	(n) IVE
2	6AA	1 ea	Lockset - ND50PD x RHO x RH x 10-025 x JTMS		626	SCH

(a) - Single or pair with opening number and location. (b) - Degree of opening (c) - Hand of door(s) (d) - Door and frame dimensions and door thickness. (e) - Label requirements if any. (f) - Door by frame material. (g) - (Optional) Hardware item line #. (h) - Keyset Symbol. (i) - Quantity. (j) - Product description. (k) - Product Number. (l) - Fastenings and other pertinent information. (m) - Hardware finish codes per ANSI A156.18. (n) - Manufacture abbreviation.

D. Make substitution requests in accordance with Division 1. Substitution requests must be made prior to bid date. Include product data and indicate benefit to the project. Furnish samples of any proposed substitution.

E. Wiring Diagrams: Provide product data and wiring and riser diagrams for all electrical products listed in the Hardware Schedule portion of this section.

F. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.

G. Templates for doors, frames, and other work specified to be factory prepared for the installation of door hardware. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

H. Furnish as-built/as-installed schedule with close-out documents, including keying schedule and transcript, wiring/riser diagrams, manufacturers' installation and adjustment and maintenance information.

I. Fire Door Assembly Testing: Submit a written record of each fire door assembly to the Owner to be made available to the Authority Having Jurisdiction (AHJ) for future building inspections.

J. LEED Certification Points: Submit information and certifications necessary to achieve maximum points for LEED certification; coordinate and cooperate with Owner and Architect in providing information necessary for required LEED rating.

1.05 QUALITY ASSURANCE

A. Obtain each type of hardware (latch and lock sets, hinges, closers, exit devices, etc.) from a single manufacturer.

B. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this project and that employs an experienced architectural hardware consultant (AHC) who is available to Owner, Architect, and Contractor, at reasonable times during the course of the Work, for consultation.

1. Responsible for detailing, scheduling and ordering of finish hardware.
2. Meet with Owner to finalize keying requirements and to obtain final instructions in writing. To maintain the integrity of patented key systems provide a letter of authorization from the specified manufacturer indicating that supplier has authorization to purchase the key system directly from the manufacturer.
3. Stock parts for products supplied and are capable of repairing and replacing hardware items found defective within warranty periods.

C. Hardware Installer: Company specializing in the installation of commercial door hardware with five years documented experience.

D. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and tested by UL or Warnock Hersey for given type/size opening and degree of label. Provide proper latching hardware, door closers, approved-bearing hinges and seals whether listed in the Hardware Schedule or not.

1. Where emergency exit devices are required on fire-rated doors, (with supplementary marking on doors' UL labels indicating "Fire Door to be Equipped with Fire Exit Hardware") provide UL label on exit devices indicating "Fire Exit Hardware".

E. Exit Doors: Operable from inside with single motion without the use of a key or special knowledge or effort.

F. Product packaging to be labelled in compliance with CA Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986.

1.06 DELIVERY, STORAGE AND HANDLING

A. Coordinate delivery of packaged hardware items to the appropriate locations (shop or field) for installation.

B. Hardware items shall be individually packaged in manufacturers' original containers, complete with proper fasteners. Clearly mark packages on outside to indicate contents and locations in hardware schedule and in work.

C. Provide locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, etc.

D. Contractor to inventory door hardware jointly with representatives of hardware supplier and hardware installer until each all are satisfied that count is correct.

1.07 WARRANTY

A. Provide warranties of respective manufacturers' regular terms of sale from day of final acceptance as follows:

1. Locksets: "L" Series (3) years – "ND" Ten (10) years.
2. Electronic: One (1) year.
3. Closers: Thirty (30) years –1260 twenty (20) years –Concealed High Security fifteen (15) years --except electronic closers shall be two (2) years.
4. Exit devices: Three (3) years.
5. All other hardware: Two (2) years.

1.08 MAINTENANCE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

1.09 PRE-INSTALLATION CONFERENCE

A. Convene a pre-installation conference at least one week prior to beginning work of this section.

B. Attendance: Architect, Construction Manager, Contractor, Security Contractor, Hardware Supplier, Installer, and Key Owner Personnel.

C. Agenda: Review hardware schedule, products, installation procedures and coordination required with related work. Review Owner's keying standards.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

Item	Manufacturer	Acceptable Substitutes
Hinges	Ives	Hager, Stanley, McKinney
Locks, Latches & Cylinders	Schlage	Or Approved Equal
Exit Devices	Von Duprin	Or Approved Equal
Closers	LCN	Or Approved Equal
Push, Pulls & Protection Plates	Ives	Trimco, BBW, DCI
Flush Bolts	Ives	Trimco, BBW, DCI
Dust Proof Strikes	Ives	Trimco, BBW, DCI
Coordinators	Ives	Trimco, BBW, DCI
Stops	Ives	Trimco, BBW, DCI
Overhead Stops	Glynn-Johnson	Or Approved Equal
Thresholds	Zero	Pemko, National Guard
Seals & Bottoms	Zero	Pemko, National Guard

2.02 MATERIALS

A. Hinges: Exterior out-swinging door butts shall be non-ferrous material and shall have stainless steel hinge pins. All doors to have non-rising pins.

1. Hinges shall be sized in accordance with the following:
   a. Height:
      1) Doors up to 42" wide: 4-1/2" inches.
      2) Doors 43" to 48" wide: 5 inches.
   b. Width: Sufficient to clear frame and trim when door swings 180 degrees.
   c. Number of Hinges: Furnish 3 hinges per leaf to 7'-5" in height. Add one for each additional 2 feet in height.

2. Furnish non-removable pins (NRP) at all exterior out-swing doors and interior key lock doors with reverse bevels.

B. Floor Closers: Shall be equipped with compression springs, cam and roller operating mechanism and a one piece spindle-cam for maximum operating performance and longevity.

C. Pivots: High strength forgings and castings with precision bearings for smooth operation. Positive locking vertical adjustment mechanism to allow installer to precisely position the door and balance the load.

D. Continuous Hinges: As manufactured by Ives, an Allegion Company. UL rated as required.

E. Heavy Duty Cylindrical Locks and Latches: Schlage "ND" Series as scheduled with "Rhodes" design, fastened with through-bolts and threaded chassis hubs.

1. Provide cylindrical locksets exceeding the ANSI/BHMA A156.2 Grade 1 performance standards for strength, security, and durability in the categories below:
   a. Abusive Locked Lever Torque Test – minimum 3,100 inch-pounds without gaining access
   b. Offset lever pull – minimum 1,600 foot pounds without gaining access
   c. Vertical lever impact – minimum 100 impacts without gaining access

2. Cycle life - tested to minimum 16 million cycles per ANSI/BHMA A156.2 Cycle Test with no visible lever sag or use of performance aids such as set screws or spacers
3. UL 10C for 4'-0" x 10'-0" 3-hour fire door.
4. Cylinders: Refer to "KEYING" article, herein.
5. Provide solid steel anti-rotation through bolts and posts to control excessive rotation of lever.
6. Provide lockset that allows lock function to be changed to over twenty other common functions by swapping easily accessible parts.
7. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2 inch latch throw capable of UL listing of 3 hours on a 4' x 10' opening. Provide proper latch throw for UL listing at pairs.
8. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
9. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
10. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
11. Provide wired electrified options as scheduled in the hardware sets.
    a. 12 through 24 volt DC operating capability, auto-detecting
    b. Selectable EL (fail safe)/EU (fail secure) operating mode via switch on chassis
    c. 0.230A (230mA) maximum current draw
    d. 0.010A (10mA) holding current
    e. Modular / "plug in" request to exit switch

12. Lever Trim: Solid cast levers without plastic inserts, and wrought roses on both sides.

F. Schlage "L" Series as scheduled with "06" Style Lever and "A" Style Rose.

1. Locksets to comply with ANSI A156.13, Series 1000, Operational Grade 1 and Security Grade 1 with all standard trims. Locksets shall also comply with UL10C Positive Pressure requirements
2. Lock case shall be manufactured with heavy 12 gauge steel with fully wrapped design. Lock cases with exposed edges are not acceptable. Lock case shall be multi-functional allowing transformation to a different function without opening lock case.
3. Latchbolt shall have ¾" throw and be non-handed, field reversible without opening the lock case. Solid latchbolts and / or plastic anti-friction devices are not acceptable.
4. The deadbolt, when used, shall be 1" throw stainless steel with a ¾" internal engagement when fully extended.
5. All trim shall be through-bolted with the spring cages supporting the trim attached to the lock cases to prevent torqueing.
6. Levers to have independent rotation in both directions. Exterior lever assembly to be one-piece design attached by threaded bushing. Interior lever assembly shall be attached by screwless shank
7. Thru-bolt lever assemblies through the door for positive interlock. Locks using a through the door spindle for attachment are not acceptable. Spindles shall be independent, designed to "break-away" at a maximum of 75psi torque.
8. Hand of lock chassis to be changeable by simply moving one screw from one side to the case to the other and pulling and reversing the latchbolt.

9. Cylinders to be secured by a cast stainless steel, dual retainer. Locks utilizing screws and / or stamped retainers are not acceptable.

G. Deadlocks: Rotating cylinder trim rings of attack-resistant design. Mounting plates and actuator shields of plated cold-rolled steel. Mounting screws of ¼" diameter steel and protected by drill-resistant ball bearings. Steel alloy deadbolt with hardened steel roller. Strike alloy deadbolt with reinforcer and two 3" long screws. ANSI A156.5, 2001 Grade 1 certified.

H. Exit devices: Von Duprin as scheduled.

1. Provide certificate by independent testing laboratory that device has completed over 1,000,000 cycles and can still meet ANSI/BHMA A156.3 - 2001 standards.
2. All internal parts shall be of cold-rolled steel with zinc dichromate coating.
3. Mechanism case shall have an average thickness of .140".
4. Compression spring engineering.
5. Non-handed basic device design with center case interchangeable with all functions.
6. All devices shall have quiet return fluid dampeners.
7. All latchbolts shall be deadlocking with ¾" throw and have a self-lubricating coating to reduce friction and wear.
8. Device shall bear UL label for fire and or panic as may be required.
9. All surface strikes shall be roller type and utilize a plate underneath to prevent movement.
10. Lever Trim: "Breakaway" design, forged brass or bronze escutcheon with a minimum of .130" thickness, match lockset lever design.
11. Removable Mullions: Removable with single turn of building key. Securely reinstalled without need for key.
12. Furnish glass bead kits for vision lites where required.
13. All Exit Devices to be sex-bolted to the doors.
14. Panic Hardware shall comply with CBC Section 11B.404.2.7 and shall be mounted between 34" and 44" above the finished floor surface.
    a. The unlatching force shall not exceed 15 lbs. applied in the direction of travel.

I. Closers: LCN as scheduled. Place closers inside building, stairs, room, etc.

1. Door closer cylinders shall be of high strength cast iron construction with double heat treated pinion shaft to provide low wear operating capabilities of internal parts throughout the life of the installation. All door closers shall be tested to ANSI/BHMA A156.4 test requirements by a BHMA certified testing laboratory. A written certification showing successful completion of a minimum of 10,000,000 cycles must be provided.
2. All door closers shall be fully hydraulic and have full rack and pinion action with a shaft diameter of a minimum of 11/16 inch and piston diameter of 1 inch to ensure longevity and durability under all closer applications.
3. All parallel arm closers shall incorporate one piece solid forged steel arms with bronze bushings. 1-9/16" steel stud shoulder bolts, shall be incorporated in regular arms, hold-open arms, arms with hold open and stop built in. All other closers to have forged steel main arms for strength, durability, and aesthetics for versatility of trim accommodation, high strength and long life.
4. All parallel arm closers so detailed shall provide advanced backcheck for doors subject to severe abuse or extreme wind conditions. This advanced backcheck shall be located to begin cushioning the opening swing of the door at approximately 45 degrees. The intensity of the backcheck shall be fully adjustable by tamper resistant non-critical screw valve.
5. Closers shall be installed to permit doors to swing 180 degrees.
6. All closers shall utilize a stable fluid withstanding temperature range of 120 degrees F. to -30 degrees F. without requiring seasonal adjustment of closer speed to properly close the door.

7. Provide the manufactures drop plates, brackets and spacers as required at narrow head rails and special frame conditions. NO wood plates or spacers will be allowed.
8. Maximum effort to operate closers shall not exceed 5 lbs., such pull or push effort being applied at right angles to hinged doors. Compensating devices or automatic door operators may be utilized to meet the above standards. When fire doors are required, the maximum effort to operate the closer may be increased but shall not exceed 15 lbs. when specifically approved by fire marshal. All closers shall be adjusted to operate with the minimum amount of opening force and still close and latch the door. These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door in a closed position. Per 11B-404.2.8.1, door shall take at least 5 seconds to move from an open position of 90 degrees to a position of 12 degrees from the latch jamb.

J. Flush Bolts & Dust Proof Strikes: Automatic Flush Bolts shall be of the low operating force design. Utilize the top bolt only model for interior doors where applicable and as permitted by testing procedures.

1. Manual flush bolts only permitted on storage or mechanical openings as scheduled.
2. Provide dust proof strikes at openings using bottom bolts.

K. Door Stops:

1. Unless otherwise noted in Hardware Sets, provide floor type with appropriate fasteners. Where wall type cannot be used, provide floor type. If neither can be used, provide overhead type.
2. Do not install floor stops more than four (4) inches from the face of the wall or partition (CBC Section 11B-307).
3. Overhead stops shall be made of stainless steel and non-plastic mechanisms and finished metal end caps. Field-changeable hold-open, friction and stop-only functions.

L. Protection Plates: Fabricate either kick, armor, or mop plates with four beveled edges. Provide kick plates 10" high and 2" LDW. Sizes of armor and mop plates shall be listed in the Hardware Schedule. Furnish with machine or wood screws of bronze or stainless to match other hardware.

M. Thresholds: As Scheduled and per details.

1. Thresholds shall not exceed 1/2" in height, with a beveled surface of 1:2 maximum slope.
2. Set thresholds in a full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements in Division 7 “Thermal and Moisture Protection”.
3. Use ¼” fasteners, red-head flat-head sleeve anchors (SS/FHSL).
4. Thresholds shall comply with CBC Section 11B-404.2.5.

N. Seals: Provide silicone gasket at all rated and exterior doors.

1. Fire-rated Doors, Resilient Seals: UL10C Classified complies with NFPA 80 & NFPA 252. Coordinate with selected door manufacturers' and selected frame manufacturers' requirements.
2. Fire-rated Doors, Intumescent Seals: Furnished by selected door manufacturer. Furnish fire-labeled opening assembly complete and in full compliance with UL10C Classified complies with NFPA 80 & NFPA 252. Where required, intumescent seals vary in requirement by door type and door manufacture -- careful coordination required.
3. Smoke & Draft Control Doors, Provide UL10C Classified complies with NFPA 80 & NFPA 252 for use on “S” labeled Positive Pressure door assemblies.

O. Door Shoes & Door Top Caps: Provide door shoes at all exterior wood doors and top caps at all exterior out-swing doors.

P. Silencers: Furnish silencers for interior hollow metal frames, 3 for single doors, 2 for pairs of doors. Omit where sound or light seals occurs, or for fire-resistive-rated door assemblies.

2.03 KEYING

A. Furnish a Proprietary Schlage masterkey system as directed by the owner or architect. Key system to be designated and combinated by the Schlage Master Key Department even if pinned by the Authorized Key Center, Authorized Security Center or a local authorized commercial dealer. This is to be a Schlage Everest keying system

B. A detailed keying schedule is to be prepared by the owner and/or architect in consultation with a representative of Allegion or an Authorized Key Center or Authorized Security Center. Each keyed cylinder on every keyed lock is to be listed separately showing the door #, key group (in BHMA terminology), cylinder type, finish and location on the door.

C. Extend the original Schlage masterkey system established for the project named _____ located in _____under Schlage Structure # _____

-OR-

D. Establish a new masterkey system for this project as directed by the keying schedule.

E. Furnish all cylinders in the Schlage conventional style except the exit device and removable mullion cylinders which will be supplied in Schlage Full Size Interchangeable Core (FSIC). Pack change keys independently (PKI).

F. Furnish construction keying for doors requiring locking during construction.

1. For FSIC systems provide 23-030-ICX Full Size Construction Cores
2. For FSIC systems provide ten 48-101-ICX Construction Keys
3. For FSIC systems provide two 48-056-ICX Control Keys (const.)
4. For FSIC systems provide two control keys for installing the permanent cores (49-056 for “Classic” keyways, 48-052-XP for “Classic Primus”) (49-003 for “Everest Conventional”, 48-005–XP for “Everest Primus”)

-OR-

G. Furnish construction keying for doors requiring locking during construction.

1. For “Split Key” Construction Cylinders (non-IC cylinders) specify **“**CK**”** for each keyed cylinder.
2. Provide ten Construction Keys (48-104 “Classic”, 48-008 “Everest”)
3. Provide two Extractor Tools (35-057)

H. Furnish all keys with visual key control.

1. Stamp key “Do Not Duplicate”.
2. Stamp (BHMA) key symbol on key.
3. Stamp unique owner identifier from the key bow.
4. Delete key section identifier from the key bow.
5. Delete key “bitting” from the key bow.

I. Furnish mechanical keys as follows:

1. Furnish 2 cut change keys for each different change key code.
2. Furnish 1 uncut key blank for each change key code.
3. Furnish 6 cut masterkeys for each different masterkey set.
4. Furnish 3 uncut key blanks for each masterkey set.
5. Furnish 2 cut control keys cut to the top masterkey for permanent I/C cylinders.
6. Furnish 1 cut control key cut to each SKD combination.

J. Furnish Key System Management Software (SM01-287 Windows on CD)

K. Furnish Keying Transcript (50-123 in SM form) to owner for loading into key system software. End-user to provide letter of authorization to hardware dealer to allow Schlage to e-mail transcript (bitting list) to the end-user.

-OR-

L. Furnish Keying Transcript (50-123) to owner. End-user to provide letter of authorization to hardware dealer to allow Schlage to mail transcript (bitting list) to the end-user or designated representative.

M. Furnish Schlage Padlocks and the cylinders to tie them into the masterkey system for gates, storage boxes, utility valve security, roof hatches and roll-up doors keyed as directed in the keying schedule.

1. Furnish KS43D2200 padlock for use with non-I/C Schlage cylinders. Furnish 47-413 (conventional) or 47-743-XP (PrimusXP) with above.
2. Furnish KS43G3200 padlock for use with FSIC Schlage cylinders. Furnish 23-030 (Classic / Everest) or 20-740 (PrimusXP) with above.
3. Furnish KS41D1200 padlock for use with SFIC Schlage cylinders. Furnish 80-037 (Everest-B) with above.

N. Furnish one Schlage cabinet lock for each cabinet door or drawer so designated on the drawings or keying schedule to match the masterkey system.

1. Furnish CL100PB for use with non-I/C Schlage cylinders.
2. Furnish CL77R for use with FSIC Schlage cylinders.
3. Furnish CL721G for use with SFIC Schlage cylinders.

2.04 FINISHES

A. Generally to be satin chrome US26D (626 on bronze and 652 on steel) unless otherwise noted.

B. Furnish push plates, pull plates and kick or armor plates in satin stainless steel US32D (630) unless otherwise noted.

C. Door closers shall be powder-coated to match other hardware, unless otherwise noted.

D. Aluminum items to be finished anodized aluminum except thresholds which can be furnished as standard mill finish.

2.05 FASTENERS

A. Screws for strikes, face plates and similar items shall be flat head, countersunk type, provide machine screws for metal and standard wood screws for wood.

B. Screws for butt hinges shall be flathead, countersunk, full-thread type.

C. Fastening of closer bases or closer shoes to doors shall be by means of sex bolts and spray painted to match closer finish.

D. Provide expansion anchors for attaching hardware items to concrete or masonry.

E. All exposed fasteners shall have a phillips head.

F. Finish of exposed screws to match surface finish of hardware or other adjacent work.

G. All Exit Devices and Lock Protectors shall be fastened to the door by the means of sex bolts or through bolts.

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify that doors and frames are square and plumb and ready to receive work and dimensions are as instructed by the manufacturer.

B. Beginning of installation means acceptance of existing conditions.

C. Fire-Rated Door Assembly Inspection: Upon completion of the installation, all fire door assemblies shall be inspected to confirm proper operation of the closing device and latching device and that only the manufacturer's furnished fasteners are used for installation and that it meets all criteria of a fire door assembly per NFPA 80 (Standard for Fire Doors and Other Opening Protectives) 2013 Edition. A written record shall be maintained and transmitted to the Owner to be made available to the Authority Having Jurisdiction (AHJ). The inspection of the swinging fire doors shall be performed by a certified FDAI (Fire Door Assembly Inspector) with knowledge and understanding of the operating components of the type of door being subjected to the inspection. The record shall list each fire door assembly throughout the project and include each door number, an itemized list of hardware set components at each door opening, and each door location in the facility.

3.02 INSTALLATION

A. Install hardware in accordance with manufacturer's instructions and requirements of DHI.

B. Use the templates provided by hardware item manufacturer.

C. Mounting heights for hardware shall be as recommended by the Door and Hardware Institute. Operating hardware will to be located between 34" and 44" AFF.

D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

E. Drill and countersink units that are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

F. Set thresholds for exterior doors in full bed of butyl-rubber sealant.

G. If hand of door is changed during construction, make necessary changes in hardware at no additional cost.

H. Hardware Installer shall coordinate with security contractor to route cable to connect electrified locks, panic hardware and fire exit hardware to power transfers or electric hinges at the time these items are installed so as to avoid disassembly and reinstallation of hardware.

I. Hardware Installer shall also be present with the security contractor when the power is turned on for the testing of the electronic hardware applications. Installer shall make adjustments to solenoids, latches, vertical rods and closers to insure proper and secure operation.

J. All wiring for electro-mechanical hardware mounted on the door shall be connected through the power transfer and terminated in the interface junction box specified for in the Electrical Section.

K. Conductors shall be minimum 18 gage stranded, multicolored. A minimum 12 in. loop of conductors shall be coiled in the interface junction box. Each conductor shall be permanently marked with its function.

L. If a power supply is specified in the hardware sets, all conductors shall be terminated in the power supply. Make all connections required for proper operation between the power supply and the electro-mechanical hardware. Provide the proper size conductors as specified in the manufacturer’s technical documentation.

3.03 ADJUST AND CLEAN

A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.

B. Clean adjacent surface soiled by hardware installation.

C. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy, return to that work area and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

D. Instruct Owner's Personnel in proper adjustment and maintenance of hardware finishes, during the final adjustment of hardware.

E. Continued Maintenance Service: Approximately six months after the completion of the project, the Contractor accompanied by the Architectural Hardware Consultant, shall return to the project and re-adjust every item of hardware to restore proper functions of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

3.04 HARDWARE LOCATIONS

A. Conform to CCR, Title 24, Part 2; and ADAAG; and the drawings for access-compliant positioning requirements for the disabled.

3.05 FIELD QUALITY CONTROL

A. Contractor is responsible for providing the services of an Architectural Hardware Consultant (AHC) or a proprietary product technician to inspect installation and certify that hardware and its installation have been furnished and installed in accordance with manufacturers' instructions and as specified herein.

3.06 SCHEDULE

A. The items listed in the following schedule shall conform to the requirements of the foregoing specifications.

B. While the hardware schedule is intended to cover all doors, and other movable parts of the building, and establish type and standard of quality, the contractor is responsible for examining the Plans and Specifications and furnishing proper hardware for all openings whether listed or not. If there are any omissions in hardware groups in regard to regular doors they shall be called to the attention of the Architect prior to bid opening for instruction; otherwise, list will be considered Complete. No extras will be allowed for omissions.

C. The Door Schedule on the Drawings indicates which hardware set is used with each door.

Manufacturers Abbreviations (Mfr.)

GLY	=	Glynn-Johnson Corporation	Overhead Door Stops
IVE	=	Ives	Hinges, Pivots, Bolts, Coordinators, Dust Proof Strikes, Push Pull & Kick Plates, Door Stops & Silencers
LCN	=	LCN	Door Closers
PEM	=	Pemko	Weatherstrip
SCH	=	Schlage Lock Company	Locks, Latches & Cylinders
TRI	=	Trimco	Lock protector
VON	=	Von Duprin	Exit Devices
ZER	=	Zero International	Thresholds, Gasketing & Weather-stripping

92315 OPT0078165 VERSION 2

GROUP NO. 1

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL VESTIBULE LOCK	ND93PD RHO XN12-035	626	SCH
1	EA	LOCK PROTECTOR	1082-6	630	TRI
1	EA	SURFACE CLOSER	4041 DEL EDA TBWMS	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	FLOOR STOP/HOLDER	FS43	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
1	EA	THRESHOLD	PER DETAIL		

GROUP NO. 1A - NOT USED

GROUP NO. 1B

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL VESTIBULE LOCK	ND93PD RHO XN12-035	626	SCH
1	EA	LOCK PROTECTOR	1082-6	630	TRI
1	EA	SURFACE CLOSER	4041 DEL SHCUSH	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
1	EA	THRESHOLD	PER DETAIL		

GROUP NO. 2

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL CLASSROOM LOCK	ND94P6D RHO	626	SCH
1	EA	SURFACE CLOSER	4041 DEL EDA TBWMS	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	FLOOR STOP/HOLDER	FS43	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
	EA	THRESHOLD	PER DETAIL		

GROUP NO. 2A - NOT USED

GROUP NO. 2B - NOT USED

GROUP NO. 2C

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL CLASSROOM LOCK	ND94P6D RHO	626	SCH
1	EA	SURFACE CLOSER	4041 DEL SHCUSH	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
	EA	THRESHOLD	PER DETAIL		

GROUP NO. 3

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL STOREROOM LOCK	ND96PD RHO	626	SCH
1	EA	FLOOR STOP/HOLDER	FS43	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
1	EA	THRESHOLD	PER DETAIL		

GROUP NO. 4 - NOT USED

GROUP NO. 5

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL STOREROOM LOCK	ND96PD RHO	626	SCH
1	EA	LOCK PROTECTOR	1082-6	630	TRI
1	EA	SURFACE CLOSER	4041 DEL SHCUSH	689	LCN
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
	EA	THRESHOLD	PER DETAIL		

GROUP NO. 6 - NOT USED

GROUP NO. 7

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL OFFICE LOCK	ND91PD RHO	626	SCH
1	EA	SURFACE CLOSER	4040XP	689	LCN
1	EA	FLOOR STOP	FS436	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	THRESHOLD	PER DETAIL		

GROUP NO. 8

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	PANIC HARDWARE	CD-PA-AX-99-NL	626	VON
1	EA	RIM CYLINDER	20-057 ICX	626	SCH
1	EA	MORTISE CYLINDER	20-061 ICX XQ11-948	626	SCH
2	EA	FSIC CORE	23-030	626	SCH
1	EA	SURFACE CLOSER	4041 DEL EDA TBWMS	689	LCN
1	EA	FLOOR STOP/HOLDER	FS43	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
1	EA	THRESHOLD	PER DETAIL		

GROUP NO. 9

6	EA	HINGE	EXISTING TO REMAIN		
1	EA	REMOVABLE MULLION	KR4954 STAB	689	VON
1	EA	PANIC HARDWARE	CD-PA-AX-99-DT	626	VON
1	EA	PANIC HARDWARE	CD-PA-AX-99-NL	626	VON
1	EA	RIM CYLINDER	20-057 ICX	626	SCH
1	EA	MORTISE CYLINDER	20-061 ICX	626	SCH
1	EA	MORTISE CYLINDER	20-061 ICX XQ11-948	626	SCH
4	EA	FSIC CORE	23-030	626	SCH
2	EA	SURFACE CLOSER	4041 DEL EDA TBWMS	689	LCN
2	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
2	EA	FLOOR STOP/HOLDER	FS43	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	MULLION SEAL	8780NBK PSA	BK	ZER
2	EA	DOOR SWEEP	8192AA	AA	ZER
1	EA	THRESHOLD	PER DETAIL		

GROUP NO. 10

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL OFFICE LOCK	ND91PD RHO	626	SCH
1	EA	LOCK PROTECTOR	1082-6	630	TRI
1	EA	SURFACE CLOSER	4041 DEL EDA TBWMS	689	LCN
1	EA	FLOOR STOP/HOLDER	FS43	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
	EA	THRESHOLD	PER DETAIL		

GROUP NO. 11

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	CORRIDOR W/DEADBOLT	LV9456PD 06A L583-363	626	SCH
1	EA	SURFACE CLOSER	4041 DEL EDA TBWMS	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	FLOOR STOP/HOLDER	FS43	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
1	EA	THRESHOLD	PER DETAIL		

GROUP NO. 12

6	EA	HINGE	EXISTING TO REMAIN		
1	SET	AUTO FLUSH BOLT	FB31P	630	IVE
1	EA	DUST PROOF STRIKE	DP1	626	IVE
1	EA	VANDL VESTIBULE LOCK	ND93PD RHO XN12-035	626	SCH
1	EA	FSIC CORE	23-030	626	SCH
1	EA	COORDINATOR	COR X FL	628	IVE
2	EA	MOUNTING BRACKET	MB	689	IVE
2	EA	SURFACE CLOSER	4041 DEL EDA TBWMS	689	LCN
2	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
2	EA	FLOOR STOP/HOLDER	FS43	626	IVE
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	ASTRAGAL	43SP	SP	ZER
2	EA	DOOR SWEEP	8192AA	AA	ZER
	EA	THRESHOLD	PER DETAIL		

GROUP NO. 13

6	EA	HINGE	5BB1HW 4.5 X 4.5 NRP	652	IVE
2	EA	MANUAL FLUSH BOLT	FB457	626	IVE
1	EA	VANDL STOREROOM LOCK	ND96PD RHO	626	SCH
2	EA	FLOOR STOP	FS436	626	IVE
2	EA	SILENCER	SR64	GRY	IVE

GROUP NO. 14

6	EA	HINGE	5BB1HW 4.5 X 4.5 NRP	652	IVE
1	EA	REMOVABLE MULLION	KR4954 STAB	689	VON
1	EA	PANIC HARDWARE	CD-PA-AX-99-DT	626	VON
1	EA	PANIC HARDWARE	CD-PA-AX-99-NL	626	VON
1	EA	RIM CYLINDER	20-057 ICX	626	SCH
1	EA	MORTISE CYLINDER	20-061 ICX	626	SCH
1	EA	MORTISE CYLINDER	20-061 ICX XQ11-948	626	SCH
4	EA	FSIC CORE	23-030	626	SCH
2	EA	SURFACE CLOSER	4041 DEL EDA TBWMS	689	LCN
2	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
2	EA	FLOOR STOP	FS436	626	IVE
2	EA	SILENCER	SR64	GRY	IVE

GROUP NO. 15

3	EA	HINGE	EXISTING TO REMAIN		
1	EA	VANDL OFFICE LOCK	ND91PD RHO	626	SCH
1	EA	LOCK PROTECTOR	1082-6	630	TRI
1	EA	SURFACE CLOSER	4041 DEL SHCUSH	689	LCN
1	SET	SEALS	45041CNB (PER FOOT)	AL	PEM
1	EA	DOOR SWEEP	8192AA	AA	ZER
	EA	THRESHOLD	PER DETAIL		

END OF SECTION

SECTION 09 9100

PAINTING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Surface preparation, paint and finish the exterior and interior exposed surfaces listed on the Painting Schedule in Part 3 of this Section. Provide high grade materials as recommended by the paint manufacturer for unlisted surfaces, as specified herein and as needed for a complete and proper installation. Exposed interior and exterior surfaces that do not have a factory finish shall be painted unless noted otherwise. For the purposes of this Section, a galvanized coating is not considered a factory finish.

B. Related Sections:
1. Section 07 6200, Sheet Metal Flashing and Trim.
2. Section 09 2900, Gypsum Board.
3. Section 09 2423, Portland Cement Stucco.

C. Priming or priming and finishing of certain surfaces may be specified to be factory performed or installer-performed under other pertinent Sections.

D. Painting is required throughout the project except for the following:
1. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces, and duct shafts.
2. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section except as may be so specified. Galvanized metals shall be painted unless noted otherwise.
3. Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkages; sensing devices; and motor shafts, unless otherwise indicated.
4. Do not paint over required labels or equipment identification, performance rating, name or nomenclature plates.
5. Do not paint concrete, which has been sandblasted unless noted otherwise.

1.02 REFERENCES

A. ANSI/ASTM D16, Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

B. ASTM D2016, Test Method for Moisture Content of Wood.

C. State of California Department of Transportation Standard Specifications, Latest Edition.

D. Regulation 8, Rule 3, of Bay Area Air Quality Management District as it pertains to organic compounds and Architectural coatings.

1.03 DEFINITIONS

A. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.

1.04 SUBMITTALS

A. Submit product data for the following items for review and approval:
   1. List of materials to be used:
      a. Surface Cleaning Materials.
      b. Surface Patching and Caulking Materials.
      c. Painting Materials.
   2. Manufacturer's technical specifications, data sheets and additional information if requested for each painting material listed.
   3. Color and Finish Samples: Samples of each color and finish required. Such approved samples will constitute standards for color and finish for acceptance or rejection of completed work. Make samples 8 by 10 inches in size. Furnish 6 samples of each color and finish. Resubmit additional samples if necessary. Samples are to be labeled on the back side with the name of the project, contractor's name, color name, type of paint, and name of paint manufacturer.
   4. Provide M.S.D.S. to the Contractor's field office only. Do not send to Architect's office for review.

B. On actual wood surfaces, provide two 4 by 8 inch samples of natural and stained wood finish. Label and identify each as to location and application.

C. Manufacturer's application instructions.

D. Copy of surface moisture and Ph test results to the District.

E. Certification of factory mixed colors from paint manufacturer.

1.05 QUALITY ASSURANCE

A. Product Manufacturer: Company specializing in manufacturing quality paints and finish products with 10 years experience.

B. Applicator: Company specializing in commercial painting and finishing with 5 years documented experience approved by product manufacturer.

C. Workmanship shall be of highest quality.

D. Regulatory Requirements:
   1. Conform to applicable code for flame/fuel/smoke rating requirements for finishes.
   2. Interior finishes shall comply with CBC Chapter 8 and Table 8-B.

E. Field Samples: On actual wall surfaces and other exterior building components, duplicate painted finishes of prepared samples. Provide full-coat finish samples on at least 100 square feet of surface, as directed. Provide additional samples if necessary to demonstrate the specified sheen, color and texture. Simulate finished lighting conditions for review of in-place work.
   1. Final acceptance of colors will be made from these in place samples.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver paint materials to site in manufacturer's original unopened containers with product designation, batch numbers and date of manufacture clearly visible. District Inspector to verify.

B. Store paint materials and equipment in well-ventilated storage container provided by the contractor and in a location approved by the Owner. Receiving and opening paint materials will be performed in this room. Keep storage space neat, clean and accessible. Oily or paint filled rags must be removed and disposed of each day. Leave no paint materials unsecured.

C. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.

D. Store paint materials in minimum ambient temperature of 45 degrees Fahrenheit, and a maximum of 90 degrees Fahrenheit, in well ventilated area; unless required otherwise by manufacturer's instructions.

E. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Environmental Conditions: Paint surfaces only when free from moisture. Perform no painting when temperature is below 50 degrees Fahrenheit, except when specifically directed otherwise in writing by the Owner.

B. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees Fahrenheit for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.

C. Do not apply exterior coatings during rain, or when relative humidity is above 80 percent.

D. Provide the District with M.S.D.S. data for products being used, a copy of which is to be posted at the project site.

E. Minimum Applications Temperatures for Latex Paints: 45 degrees Fahrenheit for interiors, 50 degrees Fahrenheit for exterior unless required otherwise by manufacturer's instructions.

F. Minimum Application Temperature for Varnish and transparent finishes: 65 degrees Fahrenheit for interior or exterior unless required otherwise by manufacturer's instructions.

1.08 WARRANTY

A. Warranty shall state that the Contractor will refinish without charge to the Owner any portion of the work, including adjacent surfaces if necessary, which evidences blistering, peeling, chalking, change of color, or other noticeable defects within this period.
   1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
   2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

1.09 MAINTENANCE

A. Extra Materials: Provide one gallon of each paint used on this project, labeled with manufacturer name, paint color and area of use.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturer's catalog names and number of paint types in this Section herein are based on products of PPG Industries, Inc, and is the standard of quality against which the District will judge equivalency.
   1. Other acceptable manufactures include:
      a. Kelly Moore
      b. Dunn Edwards

2.02 MATERIALS

A. Coatings: Factory mixed colors. Pigments shall be fully ground; maintaining a soft paste consistency capable of being readily and uniformly dispersed to a homogeneous coating.

B. Coatings: Good flow and brushing properties, capable of drying or curing free of streaks or sags.

C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, shall be of commercial quality and approved by paint manufacturer.

D. Paint materials shall conform to BAAQMD Regulation 8, Rule 3.

2.03 FINISHES

A. Refer to schedule at end of Section for surface finish schedule. Color selection packages will identify colors and application locations for each individual site as issued by the District.

PART 3 EXECUTION

3.01 INSPECTION

A. Verify the substrate conditions are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report condition to the Architect and Construction Manager that may potentially affect proper application.
1. Portland cement plaster: After the required curing period is complete, perform Ph tests in the presences of the project Inspector and in sufficient quantities to satisfy the paint manufacturer requirements. Use a test method acceptable to the manufacturer. Surfaces alkali levels must be within the allowed limits set by the manufacturer prior to painting, follow the manufacturer recommendations to prepare and the substrates with tests results not within the prescribed limits.

C. Measure moisture content of surfaces using electronic moisture meter. A maximum of two tests per Elementary School and five tests per High School will be required. Do not apply finishes unless moisture content of surfaces is below the following maximums:
1. Gypsum Wallboard: 12 percent.
2. Interior Located Wood: 15 percent, measured in accordance with ASTM D2016.
3. Exterior Located Wood: 15 percent, measured in accordance with ASTM D2016.

D. Project Inspector must review and accept substrate prior to contractor beginning installation.

3.02 PREPARATION

A. Prior to the start of surface preparation, the following items will be completed to the satisfaction of the District Inspector:
1. Provide protective coverings for items that are not to be painted.
2. Remove metal mesh grills where installed in front of windows and store for future painting and reinstallation. Waterblast for cleaning, then remove window louvers or shades that obstruct the painting of surfaces behind and reinstall.

3. Surfaces not to be painted: Chain link fence, galvanized handrails, except as noted, concrete steps and paving, aluminum windows, hardware, unpainted benches and fences, and other items not presently painted. Items in question are to be brought to the attention of the Project Manager for clarification prior to bidding.

B. Methods for installation and protection of work: Provide and maintain lifts, scaffolding, ladders and drop cloths required for this work. Painted and finished surfaces subject to damage or defacement due to other work on the building must be properly protected and covered. Contractor will be responsible for any and all damages to painted work and to that of other areas caused by his operation.

C. Protection: Protect concrete walks, landscaping, floors and pre-finished materials. Building fixtures and other items are not to be painted.
1. Repair damage to other surfaces caused by work of this Section.
2. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
3. Remove empty paint containers from site at end of each day.

D. Do not begin painting or finishing until the surfaces to be painted or finished are in proper condition in every respect, and approved by the District Inspector.

E. Surfaces to be painted must be clean, dry, sound and free of dirt, rust, grease, traffic scum, dust, loosely adhering paint, surface chalk, staples, tacks, and other substances which might interfere with the functioning of the painting or coating system.

F. Remove electrical plates, hardware, light fixture trim, acrylic guards and fittings prior to preparing surfaces or finishing.

G. Correct defects and clean surfaces that affect work of this Section. Where wood is loose or missing, repair and paint.

H. Seal marks such as felt-tipped marking pens, etc. with Rustoleum B-I-N Shellac Primer. Insure that these marks do not bleed through surface finishes.

I. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

J. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high-pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning. Care must be taken to avoid etching glass. Replace damaged glass at not cost to Owner.

K. Insulated Coverings: Remove dirt, grease and oil from canvas and cotton.

L. Gypsum Board Surfaces: Latex fill minor defects with 3M Patch Plus Primer Spackling compound or equal. Spot prime defects after repair with Moorcraft Primer Underbody #284.

M. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

N. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting and clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts and nuts are similarly cleaned. Spot prime after repairs.

O. Shop Primed Steel Surfaces: Scrape, grind, and sand to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items. Areas where rust cannot be removed, use Advanced Protective Products Rust Destroyer.

P. Window Glazing: Replace window glazing where glazing or putty is loose, missing, or in need of repair.

Q. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior Top Gun 200 Caulking after prime coat has been applied.

R. Exterior Plaster: Allow plaster to cure for 30 days prior to painting.

S. Metal Frames Scheduled for Painting: Paint exterior face, sides and top, and bottom edges.

T. Remove loose nails, screws or staples, and patch accordingly.

U. Spot prime epairs, patching and bare substrate prior to application of finish coat.

V. Metal Panels: Spot prime bare metal with Ironclad Retard-X Rust Inhibitive Latex Primer, fill dents and gouges with Bondo, spot prime patches and repairs, and apply specified coats.

3.03 APPLICATION AND WORKMANSHIP

A. Painting is to be performed by skilled and experienced mechanics, working under the supervision of a capable foreman. Workmanship shall be of the highest quality and to the complete satisfaction of the District Inspector. Apply materials in accordance with the manufacturer's directions and in compliance with the manufacturer's specifications. Spray and backroll material, evenly brush or smoothly roll on without runs or sagging, free from drips, ridges, laps and brush marks. Ensure that coats are thoroughly dry before applying succeeding coats. Sand surfaces and dust clean between coats as necessary to produce a smooth finish.

B. Apply paint materials in accordance with manufacturers specifications and recommendations.

C. Do not apply prime coat until cleaned and District Inspector has approved prepared surfaces. Do not apply finish coat of paint until prime coat and patching have been inspected and approved by District Inspector. Prime coat to be tinted lighter than the finish coat.

D. Apply putty or caulking after surface is primed and primer is dry.

E. Concrete, stucco and plaster surfaces will not be painted until the surface is dry and contains minimum moisture.

F. Completed painted surfaces must be free of blistering, running, peeling, scaling, streaks and stains, and the colors of the surfaces will remain free from fading.

G. The finish surface for doors will be smooth. A stipple or texture surface from rolling will not be accepted. Open doors to paint door stiles and casings. Paint tops, bottom and edges of doors to match exterior paint schedule. Prepare doors and doorframe so as to insure proper operation after completion of painting.

H. Size graphic lettering as indicated on drawings and paint in a solid style.

I. Refer to Schedules at end of this section for the schedule of color-coding and identification banding of equipment, ductwork, piping, and conduit.

J. Paint shop primed equipment. Paint shop prefinished items to colors selected by School District.

K. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

L. Replace identification markings on mechanical or electrical equipment when painted accidentally.

M. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports.

N. Paint exposed conduit and electrical equipment occurring in finished areas.

O. Reinstall electrical plates, hardware, light fixture trim, and fittings removed prior to finishing. Replace cracked or broken items.

P. Paint area behind soffit vents and similar conditions. Do not paint over insect screens except as needed to match colors.

Q. Provide a total dry film thickness not less than the specified amount in the finish schedule.

R. Factory Primed Acoustical Metal Decking. Obtain approval of painted sample from Architect prior to painting.

S. Do not paint over existing transparent finishes. Existing transparent finishes shall be refinished to match existing. Specify finish compatible with existing.

T. All existing surfaces to be repaired and prepared prior to painting.

U. Three coat system over existing paint or new primed finishes to consist of one prime coat and two finish coats.

V. All shop-primed items are to be fully re-primed in the field.

W. Color-tint sealers and undercoats within general color range of finish color. Vary color of successive coats sufficiently to distinguish between coats.

X. Protect planting adjacent to buildings.

Y. Acid wash all galvanized materials. Etch and prime prior to finish painting and rinse thoroughly.

3.04 CLEANING AND TOUCH UP

A. As work proceeds, promptly remove paint where spilled, splashed or splattered.

B. During progress of work, maintain premises free of accumulation of tools, equipment, surplus materials, and debris.

C. Collect cotton waste, cloths, and material that may constitute a fire hazard. Place in closed metal containers, and remove daily from site.

D. When cleaning airless or electro-static spray equipment, properly dispose of cleaning material. No material is to be poured down drains or into the ground.

E. Upon completion of the painting work, remove from the premises and dispose of properly

scaffolding and equipment, surplus material, empty containers, and other debris resulting from construction operations. The building and surrounding areas must be left clean and neat. Do not use school debris boxes for disposal.

F. Runs, sags, misses, holidays, stains, and other defects in the painted surfaces, including inadequate coverage and mil thickness, must be satisfactorily touched up, refinished or repainted as necessary.

G. Leave glass areas, stucco surfaces, floors and walls, hardware, and other surfaces clean and free from paint, stain, spattering, smears or smudges which are the result of construction operations. Replace glass damaged by construction operations. This includes all glass areas of the buildings. Special cleaning solution must be used on plastic glazing areas. Do not scrape plastic glazing.

3.05 SCHEDULE – INTERIOR PAINT TYPES AND SHEENS

A. Interior Gypsum Board:
1. Primer: PPG Pure Performance Interior Latex Primer 9-2.
2. Corridors: Semi-Gloss: PPG Pure Performance Semi-Gloss Interior Latex 9-510 Series.
3. Classrooms: Satin. PPG Pure Performance Semi-Gloss Interior Latex 9-510 Series.
4. Offices: Satin: PPG Pure Performance Eggshell Interior Latex 9-411 Series.
5. Toilet Rooms: Semi-Gloss: PPG Pure Performance SemiGlossInterior Latex 9-510 Series.
6. Service Areas: Satin: PPG Pure Performance Eggshell Interior Latex 9-411 Series.
7. Kitchens: Semi-Gloss Enamel: PPG Pure Performance SemiGlossInterior Latex 9-510 Series.

B. Interior Wood:
1. Primer: PPG Speedhide Interior Latex Enamel Undercoater 6855.

2. Opaque Finish: PPG Pure Performance Semi-Gloss Interior Latex 9-510 Series.
3. Transparent Finish: Refinish to match existing. Specify product compatible with existing finish and, if possible, low VOC.

C. Interior Metal Doors and Frames:
1. Primer: PPG Pitt-Tech Int/Ext Industrial DTM Primer/Finish Enamel 90-712 Series.
2. PPG Pure Performance Semi-Gloss Interior Latex 9-510 Series.

D. Interior Miscellaneous Metals:
1. Sheen to fit circumstance.

3.06 SCHEDULE – EXTERIOR PAINT TYPES AND SHEENS

A. Exterior Stucco:
1. Primer: PPG Speedhide Exterior Latex Wood Primer 6-609.
2. Semi-gloss, 100% Acrylic Latex: PPG Speedhide Exterior Semi-Gloss Acrylic Latex 6-900 Series.

B. Wood (opaque):
1. Primer: PPG Speedhide Exterior Latex Wood Primer 6-609.
2. Gloss, 100% Acrylic Latex: PPG Speedhide Gloss Acrylic Latex Enamel 6-8534 Series.

C. Misc. Ferrous Metals:
1. Primer: PPG Pitt-Tech Int/Ext Industrial DTM Primer/Finish Enamel 90-712 Series.
2. PPG Pitt-Tech Int/Ext Satin DTM Industrial Enamel 90-474 Series.

D. Ferrous metal gutters, downspouts, doors, flashing, etc.:
1. Primer: PPG Pitt-Tech Int/Ext Industrial DTM Primer/Finish Enamel 90-712 Series.

2. PPG Pitt-Tech Int/Ext Satin DTM Industrial Enamel 90-474 Series.

E. Exterior Guardrails and Handrails:
1. Primer: PPG Pitt-Guard All Weather D-T-R Epoxy Coating 97946/949Series.
2. PPG Pitthane Ultra Gloss Urethane Enamel 95-812 Series.

F. Aluminum:
1. Primer: PPG Pitt-Tech Int/Ext Industrial DTM Primer/Finish Enamel 90-712 Series.
2. PPG Pitt-Tech Int/Ext High Gloss DTM Industrial Enamel 90374Series or PPG Pitt-Tech Int/Ext Satin DTM Industrial Enamel 90-474 Series.

G. Metal Ramp – Anti-Slip Coating:
1. Wooster Products – LOW VOC Safe-Stride Acrylic coating.
2. Install per manufacture's recommendations
3. Color: Gray
4. Product Rep: Leo Costa, Ebbert Pacific, 1444 Factor Ave., San Leandro, CA 94577 Phone: 510-357-7850; email: leo_costa@sbcglobal.net

END OF SECTION

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PART 1 – GENERAL

1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01 50 00, Construction Facilities and Temporary Controls.

B. Section 01 57 13, Erosion Control

C. Section 31 23 33, Trenching and Backfilling.

D. Section 32 12 00, Asphalt Concrete Paving.

E. Section 32 16 00, Site Concrete.

F. Section 32 80 00, Irrigation.

G. Section 32 90 00, Landscaping.

H. Section 33 40 00, Site Drainage.

I. Section 31 32 00, Soil Stabilization

1.03 QUALITY ASSURANCE

A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.

B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

C. The representatives of the Owner’s testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner’s testing lab representatives nor the testing by the Owner’s testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting of inadequate compaction or moisture content is the sole responsibility of the contractor.

D. Tests (See Part 3 for Compaction Testing).

E. Contractor shall be solely responsible for all subgrades built. Failures resulting from inadequate compaction or moisture content are the responsibility of the contractor. Contractor shall be solely responsible for any and all repairs.

1.04 SUBMITTALS

A. Refer to Section 01 33 00.

B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for

use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

1.05 WARRANTY

A. Refer to General Conditions and Section 01 78 36.

1.06 REFERENCES AND STANDARDS

A. General: Site survey, included in the drawings, was prepared by Warren Consulting Engineers, dated August 2018, and is the basis for data regarding current conditions. While the survey is deemed generally accurate, there exists discrepancies and variations due to elapsed time, weather, etc. Existing dirt grades may vary 0.2 ft. from that shown.

B. Site Visitation: All bidders interfacing with existing conditions shall visit the site prior to bid to verify general conditions of improvements. Discrepancies must be reported prior to the bid for clarification.

C. ANSI/ASTM D698-e1 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).

D. ANSI/ASTM D1556-e1 - Test Method for Density of Soil in Place by the Sand-Cone Method.

E. ANSI/ASTM 698-12e2 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

F. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).

G. ANSI/ASTM D 4318-10e1 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.

H. CALTRANS Standard Specifications Section 17.

I. CAL-OSHA, Title 8, Section 1590 (e).

J. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

1.07 DELIVERY, STORAGE AND HANDLING

A. Transport, store and handle in strict accord with the local jurisdiction.

B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

1.08 PROJECT CONDITIONS

A. Existing civil, mechanical and electrical improvements are shown on respective site plans to the extent known. Should the Contractor encounter any deviation between actual conditions and those shown, he is to immediately notify the Architect before continuing work.

B. Excavation dewatering may be necessary. Contractor shall provide any and all tools, equipment and

labor necessary for excavation dewatering no matter what the source. Dewatering shall be continuous until all site utilities are installed and backfilled.

1.09 EXISTING SITE CONDITIONS

A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

1.10 [Use following if working on existing site] ON SITE UTILITY VERIFICATION AND REPAIR PROCEDURES

A. Ground-breaking requirements:

1. All underground work performed by a Contractor must be authorized by the District's Construction Manager or the Low Voltage Consultant prior to start of construction.
2. The Contractor is to obtain and keep the original School's construction utility site plans on site during all excavation operations. Contractor can contact the District's Construction Manager, Facilities Manager, or the Low Voltage Consultant to procure the drawings.

B. Underground Utility Locating:

1. The contractor shall hire an Underground Utility Locating Service to locate existing underground utility pathways in areas affected by the scope of work for excavation.
2. Contractor must use an underground utility locator service with a minimum of 3 years' experience. The equipment operator must have demonstrated experience.
3. The Underground Utility Locator Service must have the use of equipment with the ability to locate by means of inductive clamping, induction, inductive metal detection, conductive coupling, or TransOnde (Radio detection) to generate signals, passive locating (free scoping) for "hot" electric, and metal detector.
4. The Underground Utility Locator Service must be able to locate existing utilities at a depth of at least 72".
5. The Underground Utility Locator Service must be able to locate but are not limited to locating the following types of utility pathways:
   a) All conduit pathways containing 110 volt or greater 50-60Hz electrical wire.
   b) All conduit pathways containing an active cable TV system.
   c) All conduit pathways containing wire or conductor in which a signal can be attached and generated without damaging or triggering the existing systems.
   d) All empty conduit pathways or pipe in which a signal probe or sonde (miniature transmitter) can be inserted.
   e) All conduit pathways containing non-conductive cables or wires in which a signal probe or sonde (miniature transmitter) can be inserted.
   f) All plastic and other nonconductive water lines in which a TransOnde Radio detection) or other "transmitter" can be applied to create a low frequency pressure waive (signal) without damaging or triggering the existing systems.
   g) All copper or steel waterlines and plastic or steel gas lines
6. All markings made by the Underground Utility Locator Service or other shall be clear and visible.
7. The contractor shall maintain all markings made by Underground Utility Locator Service or other throughout the entire length of the project.
8. The Underground Utility Locator Service shall provide the contractor with two sets of maps showing the location of utilities and average depth. They will be referenced to permanent buildings. Contractor will deliver one copy to the district at no additional charge.

9. Contractor is responsible to contact Underground Service Alert (U.S.A. 800/227-2600) and receive clearance prior to any excavation operations.
10. Contractor shall inform the (District's Construction Manager) (Architect) (Owner) no later than five (5) days prior to the date scheduled for the utility locator service to be on site.

1.11 PROTECTION

A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.

B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

C. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

D. Provide shoring, sheeting, sheet piles and or bracing to prevent caving, erosion or gullying of sides of excavation.

E. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.

F. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.

G. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

1.12 SEASONAL LIMITS

A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.

B. Excessively wet fill material shall be bladed and aerated per section 3.08, B.

1.13 TESTING

A. General: Refer to Section 01 45 00 – Quality Requirements.

B. Geotechnical Engineer: Owner is retaining a Geotechnical Engineer to determine compliance of fill with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except those costs incurred for re-tests or re-inspection will be paid by Owner and back charged to Contractor.

1. If Contractor elects to process or mine onsite materials for use as Suitable Fill, Aggregate

Sub Base, Aggregate Base, Rock, Crushed Rock or sand the cost of all testing of this material shall be paid for by the Contractor.

2. Testing of import fill for compliance with Department of Toxic Substance Control (DTSC) shall be paid for by the Contractor.

1.14 ARCHEOLOGICAL AND CULTURAL RESOURCES

A. If archeological or cultural resources are discovered during the Work, the Contractor must cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the Owner directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor must temporarily suspend work at the location.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Engineered Fill Materials: All fill shall be of approved local materials supplemented by imported fill if necessary. "Approved" local materials are defined as local soils tested and approved by Geotechnical Engineer free from debris, and concentrations of clay and organics; and contain rocks no larger than 3-inches in greatest dimension. The soil and rock should be thoroughly blended so that all rock is surrounded by soil. This may require mixing of the soil and rock with a dozer prior to placement and compaction. Clods, rocks, hard lumps or cobbles exceeding 3-inches in final size shall not be allowed in the upper 12 inches of any fill. Native clay or clayey soils will not be permitted within the upper 12 inches of building pad areas or paved areas.

B. Imported Engineered Fill Material: Imported fill may be required to complete work. Proposed import fill material shall meet the above requirements; shall be similar to the native soils. Import fill shall meet the above requirements; shall have plasticity index of 12 or less; an Expansion Index of 20 or less; be free of particles greater than 3-inches in largest dimension; be free of contaminants and have corrosion characteristics within the acceptable limits. All import fill material shall be tested and approved by Soils Engineer prior to transportation to the site. Proposed fill material shall comply with DTSC guidelines to include Phase 1 environmental site assessment and related tests. Refer to the October 2001 DTSC Information Advisory for clean imported fill material.

1. DTSC TESTING: Site work contractor is to coordinate testing with an analytical lab, hired by the owner, licensed by the State of California for the DTSC testing. The costs associated with the testing will be paid by the contractor.
2. DTSC testing shall include documentation as to the previous land use, location, and history. Soils shall be analyzed for all compounds of concern to ensure the imported soil is uncontaminated and acceptable. Testing shall be performed per the recommendations included in DTSC Imported Fill Advisory http://www.dtsc.ca.gov/Schools/upload/SMP_FS Cleanfill-Schools.pdf). Soils shall be tested prior to import to the project site.
   Lab shall determine geographically which tests and analysis comparison will be appropriate for the testing. (CAM 17 / Title 22); (RWQCB) Regional Water Quality Control Board; or (OEHHA) Office of Environmental Health Hazard Assessment.
3. Frequency of testing shall be conducted in accordance with DTSC's Imported Fill Advisory as follows;

Fill Material Sampling Schedule

Area of Individual Borrow Area	**Sampling Requirements**
2 Acres or less	Minimum of 4 samples
2 to 4 Acres	Minimum of 1 sample every ½ Acre
4 to 10 Acres	Minimum of 8 Samples
Greater than 10 Acres	Minimum of 8 locations with 4 subsamples per location

Volume of Borrow Area Stockpile	
Up to 1,000 Cubic Yards	1 sample per 250 cubic yards
1,000 to 5,000 Cubic Yards	4 samples for the first 1000 cubic Yards + 1 sample per each additional 500 cubic yards
Greater than 5,000 Cubic Yards	12 samples for the first 5,000 cubic yards + 1 sample per each additional 1,000 cubic yards

4. Reports/ Documentation

   a. Results of the testing analysis shall be sent to the Owner; Architect; Project Inspector, Project Civil Engineer, DTSC, and DSA. Letter shall reference DSA file and application numbers.

C. Landscape Backfill Material:

1. The top _" of native topsoil stripped from the site may be used for landscape backfill material provided it meets the requirements as specified in Section 329000.
2. Imported Topsoil may be required to complete work. See Section 329000 for requirements. Proposed Topsoil material shall comply with DTSC guidelines to include Phase 1 environmental site assessment and related tests. Refer to the October 2001 DTSC Information Advisory for clean imported fill material.

D. Water: Furnish all required water for construction purposes, including compaction and dust control. Water shall be potable.

E. Aggregate Base: Provide Class 2 3/4" Aggregate Base conforming to standard gradation as specified in Cal Trans Standard Specifications, Section 26,-1.02A.

F. Decomposed Granite: Decomposed Granite shall be well graded mixture of fine to 1/8" particles in size with no clods. The material shall be free of vegetation, other soils, debris and rock. The material shall be reddish-tan to tan in color.

G. Decomposed Granite Solidifier: PolyPavement or equal.

PART 3 – EXECUTION

3.01 INSPECTION LAYOUT AND PREPARATION

A. Prior to installation of the work of this Section, carefully inspect and verify by field measurements that installed work of all other trades is complete to the point where this installation may properly commence

B. Layout all work, establish grades, locate existing underground utilities, set markers and stakes, setup and maintain barricades and protection facilities; all prior to beginning actual earthwork operations. Layout and staking shall be done by a licensed Land Surveyor or Professional Civil Engineer.

C. Verify that specified items may be installed in accordance with the approved design.

D. In event of discrepancy, immediately notify Owner and the Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

3.02 PERFORMANCE

A. GENERAL:

1. General: Do all grading, excavating and cutting necessary to conform finish grade and contours as shown. All cuts shall be made to true surface of subgrade.
2. Archaeological Artifacts: Should any artifacts of possible historic interest be encountered during earthwork operations, halt all work in area of discovery and immediately contact the Architect for notification of appropriate authorities.
3. Degree of Compaction: Percentage of maximum density, hereinafter specified as degree of compaction required, means density equivalent to that percentage of maximum dry density determined by ASTM D1557 Compaction Test method, and such expressed percentage thereof will be minimum acceptable compaction for specified work.
4. Moisture Content: Moisture content shall be as noted below and as called for on the plans. Moisture content shall be maintained until subgrade is covered by surfacing materials.

3.03 DEMOLITION, DISPOSAL AND DISPOSITION OF UNDESIRABLE MAN-MADE FEATURES

A. All other obstructions, such as abandoned utility lines, septic tanks, concrete foundations, and the like shall be removed from site. Excavations resulting from these removal activities shall be cleaned of all loose materials, dish shaped, and widened as necessary to permit access for compaction equipment. Areas exposed by any required over-excavation should be scarified to a depth of 8", moisture-conditioned to the optimum moisture content, and recompacted to at least 90% of the maximum dry density.

3.04 TESTING AND OBSERVATION

A. All grading and earthwork operations shall be observed by the Geotechnical Engineer or his representative, serving as the representative of the Owner.

B. Field compaction tests shall be made by the Geotechnical Engineer or his representative. If moisture content and/or compaction are not satisfactory, Contractor will be required to change equipment or procedure or both, as required to obtain specified moisture or compaction. Notify Geotechnical Engineer at least 48 hours in advance of any filling operation.

C. Earthwork shall not be performed without the notification or approval of the Geotechnical Engineer or his representative. The Contractor shall notify the Geotechnical Engineer at least two (2) working days prior to commencement of any aspect of the site earthwork.

D. If the Contractor should fail to meet the compaction or design requirements embodied in this document and on the applicable plans, he shall make the necessary readjustments until all work is deemed satisfactory, as determined by the Geotechnical Engineer or Architect/Engineer.

E. After each rain event Geotechnical Engineer shall test fill material for optimum moisture. Do not

place any fill material until desired moisture is achieved.

3.05 CLEARING AND GRUBBING

A. Prior to grading, remove all debris off-site. Remove trees and brush including the root systems. Holes resulting from tree and brush removal should be prepared and backfilled in accordance with paragraphs 3.07, 3.08, 3.09, and 3.10. This may require deepening and/or widening the holes to adequately remove disturbed soil and provide room for compaction equipment. Strip the surface of all organics. Stripping's meeting the requirements of Section 32 90 00 may be used in landscape areas only.

3.06 CUTTING

A. Building pads that are located within a cut/fill transition area will have to be overexcavated to provide a semi-uniform fill beneath the building pad. The portions of building pads located in cut areas shall be overexcavated to provide no more than 1 foot difference in fill placed in the same building pad.

B. Do all cutting necessary to bring finish grade to elevations shown on Drawings.

C. When excavation through roots is necessary, cut roots by hand.

D. Carefully excavate around existing utilities to avoid unnecessary damage. The contractor shall anticipate and perform hand work near existing utilities as shown on the survey, without additional claims or cost.

3.07 STRUCTURAL EXCAVATION

A. General: Excavate to bear on firm material at contract depth shown on Structural Drawings.
B. Footings: All footing excavations shall be of sufficient width for installation of formwork, unless earth will retain its position during concreting. All portions of footings above grade must be formed.

C. Unsuitable Ground: Any errors in structural excavation, soft ground, or clay soils found when excavating shall be reported to Architect. In no case shall work be built on any such soft or clayey unsuitable surface without direction from the Architect. Restore excavations to proper elevation with engineered fill material compacted to 90% of dry density.

3.08 SUBGRADE PREPARATION

A. Grade compact and finish all subgrades within a tolerance of 0.10' of grades as indicated on Drawings and so as not to pool water. Subgrade within building pads and concrete walks shall be within 0.05' of grades indicated.

B. After clearing, grubbing and cutting, subsurface shall be plowed or scarified to a depth of at least 12", until surface is free from ruts, hummocks or other uneven features and uniform and free from large clods. Moisture condition to the optimum moisture content and recompact to at least 90% of the maximum dry density as determined by ASTM Test Method D1557. If the existing soils are at a water content higher than specified, the contractor shall provide multiple daily aerations by ripping, blading, and/or disking to dry the soils to a moisture content where the specified degree of compaction can be achieved. After seven consecutive working days of daily aerations, and the moisture content of the soil remains higher than specified, the contractor shall notify the architect. If the existing soils have a moisture content lower than specified, the contractor shall scarify, rip, water and blade existing soil to achieve specified moisture content. The contractor shall make proper allowance in schedule and methods to complete this work.

C. Subgrade in areas to receive landscaping shall be compacted to 90%.

D. Where Contractor over-excavates building pads through error, resulting excavation shall be recompacted as engineered fill at Contractor's expense.

3.09 PLACING, SPREADING AND COMPACTING FILL MATERIAL IN BUILDING PAD AND PAVEMENT AREAS

A. Selected fill material shall be placed in layers which, when compacted, shall not exceed 6 inches in compacted thickness. Each layer shall be spread evenly and thoroughly mixed to insure uniformity in moisture content.

B. Selected fill material shall be moisture-conditioned to specified moisture content. Selected fill material shall be unfrozen. When moisture content of fill material is below that specified, add water until proper moisture content is achieved. When moisture content is above that specified, aerate by blading or other methods mentioned in 3.08 B until moisture content is satisfactory.

C. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to a minimum of 90% as determined by the ASTM D1557 Compaction Test. Compact each layer over its entire area until desired density has been obtained.

D. Recompaction of Fill in Trenches and Compaction of Fill Adjacent to Walls: Where trenches must be excavated, backfill with material excavated. Place in lifts that when compacted do not exceed 6”, moisture conditioned to (optimum)(2% above optimum) moisture content, and compact to a minimum of 90% relative compaction in building pad and paved areas, and to 90% relative compaction in landscape areas.

E. Jetting of fill materials will not be allowed.

3.10 FINAL SUBGRADE COMPACTION

A. Building Pads: Upper 12" of all final building pad subgrades (including future buildings) shall be uniformly compacted at specified moisture content to at least 90% of maximum dry density, as determined by ASTM D1557 Compaction Test, regardless of whether final subgrade elevation is attained by filling, excavation, or is left at existing grade. After acceptance of final compaction test, contractor shall maintain the required moisture content of subgrade until concrete flatwork is placed.

B. Paved Areas: Upper 12" of all final subgrades supporting pavement sections and all other flatwork shall be brought to specified moisture content and shall be uniformly compacted to not less than 90% of maximum dry density, regardless of whether final subgrade elevation is attained by filling, excavation, or is left at existing grade. After acceptance of final compaction test, contractor shall maintain the required moisture content of subgrade until concrete flatwork is placed.

C. Other Fill and Backfill: Upper 12” of all other final subgrades or finish grades shall be compacted to 90% of maximum dry density.

D. Gravel Fill: Do not place compacted gravel fill until after underground work and foundations are in place. Compact gravel fill with vibratory plate or similar equipment to preclude settlement.

3.11 PLACING, SPREADING, AND COMPACTION OF LANDSCAPE BACKFILL MATERIALS

A. All landscaped areas shall receive topsoil. After subgrade under landscape area has been scarified and brought to 90% maximum dry density, top soil shall be placed evenly to depth of 12" at 85% of maximum dry density.

B. Project Inspector must verify that materials are uniformly spread to minimum depth specified.

3.12 DECOMPOSED GRANITE COMPACTION AND STABILIZATION

A. Decomposed granite paving, paths or track shall be placed uniformly to the required depth and treated with PolyPavement or approved equal. Apply PolyPavement using Application Method 1 or a mixed application method.

3.13 SLOPE CONSTRUCTION

A. Cut slopes shall be constructed to no steeper than 2H:1V (horizontal:vertical). Fill slopes shall be constructed to no steeper than 3H:1V (horizontal:vertical). Prior to placement of fill on an existing slope the existing slope shall be benched. The benches shall be in a ratio of 10 horizontal to 1 vertical. The face of the fill slopes shall be compacted as the fill is placed, or the slope may be overbuilt and then cut back to the design grade. Compaction by track walking will not be allowed.

3.14 FINISH GRADING

A. At completion of project, site shall be finished graded, as indicated on Drawings. Finish grades shall be “flat graded” to grades shown on the drawing. Mounding of finish grades will not be allowed unless otherwise directed on the landscape drawings. Tolerances for finish grades in drainage swales shall be +-0.05’. Tie in new and existing finish grades. Leave all landscaped areas in finish condition for lawn seeding. Landscaped planters shall be graded uniformly from edge of planter to inlets. If sod is used for turf areas the finish grade on which it is placed shall be lowered to allow for sod thickness.

B. All landscape areas shall be left free of rock or foreign material as specified in Section 32 90 00.

C. All landscape areas shall be approved by Architect prior to any planting.

3.15 SURPLUS MATERIAL

A. Excavated material not required for grading or backfill shall be removed from site at contractor’s expense.

3.16 CLEANING

A. Refer to Section 01 74 00.

B. Remove from fill all vegetation, wood, form lumber, casual lumber, and shavings, in contact with ground; buried wood will not be permitted in any fill.

END OF SECTION

PART 1 - GENERAL

1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01 50 00, Construction Facilities and Temporary Controls.

B. Section 31 00 00, Earthwork.

C. Section 31 23 33, Trenching and Backfilling.

D. Section 32 80 00, Irrigation

E. Section 33 40 00, Site Drainage.

1.03 QUALITY ASSURANCE

A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.

B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

C. The representatives of the Owner’s testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner’s testing lab representatives nor the testing by the Owner’s testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting inadequate compaction is the sole responsibility of the contractor.

D. Contractor shall provide verification that asphalt mix temperature meets the requirements of this specification at time of application.

E. Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction are the responsibility of the contractor.

F. Sieve analysis from testing laboratories identifying rock/sand percentages within the asphalt mix shall have a testing date within 90 days of contract signing.

G. Sieve analysis from a testing laboratory identifying rock/sand percentages within the class 2 aggregate base rock shall have a testing date within 90 days of contract signing.

1.04 SUBMITTALS

A. Refer to Section 01 33 00.

B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

1.05 WARRANTY

A. Refer to General Conditions and Section 017836.

1.06 REFERENCES AND STANDARDS

A. ANSI/ASTM D698-00 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.

B. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ANSI/ASTM D1557-02 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.

D. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).

E. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.

F. CALTRANS Standard Specifications.

G. CAL-OSHA, Title 8, Section 1590 (e).

H. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

1.07 DELIVERY, STORAGE AND HANDLING

A. Transport, store and handle in strict accord with the local jurisdiction.

B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

1.08 PROJECT CONDITIONS

A. Environmental Requirements:

1. Base Course: Do not lay base course on muddy subgrade, during wet weather, or when atmospheric temperature is below 40 degrees F.
2. Asphalt Surfacing: Do not apply asphaltic surfacing on wet base, during wet weather, or when atmospheric temperature is below 50 degrees F.

1.09 EXISTING SITE CONDITIONS

A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

1.10 PROTECTION

A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and

below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.

B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

C. Any construction review of the Contractor's performance conducted by the owner's representative is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

D. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.

E. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.

F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

1.11 SEASONAL LIMITS

A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.

1.12 TESTING

A. General: Refer to Section 01 40 00 – Quality Requirements.

B. Geotechnical Engineer: Owner is retaining a Geotechnical Engineer to determine compliance of fill with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except those costs incurred for re-tests or re-inspection will be paid by Owner and backcharged to Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Sterilant: Soil sterilizer shall be CIBA GEIGY's Pramatol 25-E or Thompson-Hayward Casoron.

1. Soil sterilizer shall be applied in strict accordance with manufacturer's instructions.

B. Base Course Aggregate: State Specifications, Section 26, Class 2 aggregate base (3/4" max.).

C. Asphalt Binder: Steam-refined paving asphalt conforming to State Specifications, Section 92, viscosity grade PG 64-10. Asphalt binder additives for HMA per Caltrans approved list of manufacturer's.

D. Liquid Asphalt Tack Coat: Per CALTRANS section 94.

E. Surface Course Aggregate: Mineral aggregates for Type "B" asphalt concrete, conforming to State Specifications 39-2.02, Type B, ½" maximum, medium gradient. 3/8" maximum gradient at Playcourt.

F. Seal Coat: shall be a pre-mixed asphalt emulsion blended with select fillers and fibers such as:

1. "Park-Top No. 302", Western Colloid Products.
2. "OverKote", Reed and Gram.
3. "Drivewalk", Conoco Oil.

G. Wood Headers and Stakes: Pressure treated.

H. Pavement Marking: Colors as directed by Architect. Colors of painted traffic stripes and pavement markings must comply with ASTM D 6628.

1. Waterborne traffic line - colors white, yellow and red, State specification PTWB-01R3.
2. Waterborne traffic line for the international symbol of accessibility and other curb markings – blue, red and green, Federal specification TT-P-1952F.

I. Precast Concrete Bumpers: 3000 psi at 28 day minimum strength; 48" length unless otherwise indicated; provide with steel dowel anchors and concrete epoxy.

J. Pavement Epoxy; K-Lite; Ktepx-590; Ennis Epoxy HPS2 or an approved equal.

K. Crack Filler;

1. Cracks up to ½": QPR model CAR08, 10oz asphalt crack filler; Star STA-FLEX Trowel Grade crack filler or approved equal.
2. Cracks ¼" – 1": "Docal 1100 Viscolastic, distributed by Conoco, Inc., Elk Grove, CA, (916) 685-9253, or approved equal.
3. Cracks greater than 1": Hot Mix, Topeka.

L. Reclaimed Asphalt Paugment (RAP). HMA Type A or Type B may be produced using RAP providing it does not exceed 15% of the aggregate blend.

2.02 MIXES

A. General: Plant mixed conforming to State Specifications, Section 39, Type B, ½" maximum, medium grading. 3/8" maximum grading shall be used at hardcourt.

B. Temperature of Hot Mix Asphalt: Not less than 275 degrees F nor more than 325 degrees F when added to aggregate.

C. Temperature of Hot Mix Aggregate: Not less than 250 degrees F nor more than 325 degrees F when asphalt is added.

D. Temperature of Hot Mix Asphalt Concrete: Asphalt shall be not less than 285 degrees at time of application, nor more than 350 degrees. Asphalt not meeting the required temperature shall not be used.

E. Temperature of Warm Mix Asphalt: Mixing and placement; Per the approved manufactures heat

range recommendations for mixing and placement.

PART 3 - EXECUTION

3.01 EXAMINATION OF CONDITIONS

A. Conditions of Work in Place: Subsurfaces which are to receive materials specified under this Section shall be carefully examined before beginning work hereunder, and any defects therein shall be reported, in writing, to the Architect. Work shall not be started until such defects have been corrected. Starting of work shall imply acceptance of conditions as they exist.

3.02 PREPARATION

A. Sub-Grade: Clean, shape and compact to hard surface free from elevations or depressions exceeding 0.05’ in 10' from true plan. Compact per Section 31 00 00. Compaction and moisture content shall be verified immediately prior to placement of aggregate base. Proof roll subbase in presence of geotechnical engineer prior to placement of aggregate base.

B. Cleaning: Existing surfaces and new surface shall be clean of all dirt, sand, oil or grease. All cracks shall be cleaned and free of all debris and vegetation. Hose down entire area with a strong jet of water to remove all debris.

3.03 INSTALLATION

A. Headers:

1. General: Install as edging to asphalt paving, except where adjoining existing pavement, concrete curbs, walks or building.

2. Existing Headers: Remove existing headers where new paving will join existing. Saw cut existing asphalt to provide clean edge.

3. Lines and Levels: Install true to line and grade. Cut off tops of stakes 2-inches below top of header so they will not be visible on completion of job.

B. Asphalt Paving:

1. Base Course: Install in accord with State Specifications, Section 26. Compact to relative compaction of not less than 95%, ASTM D1557. The material shall be deposited on the subgrade in such a manner as to provide a uniform section of material within five percent tolerance of the predetermined required depth. Deposition will be by spreader box or bottom dump truck to prevent segregation of the material. The material so deposited on the subgrade shall have sufficient moisture which, in the opinion of the project inspector is adequate to prevent excessive segregation. It shall then be immediately spread to its planned grade and cross section. Undue segregation of material, excessive drifting or spotting of material will not be permitted. If in the opinion of the site geotechnical engineer, the material is unsuitably segregated, it shall be removed or completely reworked to provide the desired uniformity of the material.

   a. Moisture content and compaction of base material shall be tested immediately prior to placement of asphalt paving.

2. Sterilant: Apply specified material at manufacturer's recommended rate. Applicator of sterilant material shall be responsible for determining location of all planter areas. Apply

specified material over entire base course area just prior to application of asphalt. Follow manufacturer's printed directions.

3. Liquid Asphalt Tack Coat: Apply as "tack coat" to all vertical surfaces of existing paving, curbs, walks, and construction joints in surfacing against which paving is to be placed.
4. Asphalt Concrete Surface Course:

    a. Comply with State Specifications, 39-6 except as modified below.

        1) Final gradation shall be smooth, uniform and free of ruts, humps, depressions or irregularities, with a minimum density of 91% of the theoretical maximum specific gravity determined by California Test Method #309. Maximum variation 1/8 inch in 10' when measured with steel straightedge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. In no case shall accessible parking spaces or loading and unloading areas exceed 2% slope in any direction.

        2) Asphalt material shall be delivered to the project site in a covered condition to maintain acceptable temperature. Onsite inspector shall verify temperature of asphalt upon truck arrival to the site.

5. Placement and adjustment of Frames, Covers, Boxes and Grates: The Contractor shall set and adjust to finish grade all proposed and existing frames, covers, boxes, and grates of all manholes, drop inlets, drain boxes, valves, cleanouts, electrical boxes and other appurtenant structures prior to placement of asphaltic concrete.

6. Water Testing: All paved areas shall be water tested, to check drainage, in the presence of the project inspector prior to placement of seal coat. The surface of asphalt paving shall not vary more than 1/8 inch above or below the grade established on the plans. If variations in grade are present, they will be corrected by overlaying paving and/or pavement removal and replacement as directed by the Architect.

7. Patching: Cut existing paving square and plumb at all edges to be joined by new paving. In trenches; grind existing asphalt on each side of trench 3” wide x ½ the depth of the section. Apply tact coat to vertical surfaces before installing new work. Warp carefully to flush surface, with seal over joints, and feather edge. Sawcut, remove and patch existing paving where cutting is necessary for installation of piping or conduits under Divisions 2, 15 and 16.

C. Seal Coat:

1. Seal coat shall be applied no sooner than 30 days from time of asphalt placement, no exceptions.

2. Surface Preparation: surface and cracks shall be clean of all dirt, sand, oil or grease. All cracks shall be filled to a level condition after curing. Make multiple fill applications until a level condition is achieved. Failure to do so will be the reason for rejection. Hose down entire area with a strong jet of water to remove all debris. Remove soft, loose, or otherwise damaged areas of asphalt concrete to full depth of damage and replace with compacted hot mix asphalt concrete as specified herein. Minor holes and imperfections may be patched using hot mix asphalt or mastic using sand/SS-1-H. Use wire brush for removal of oil and grease; prime with shellac or synthetic resin as recommended by manufacturer of pavement sealer material.

3. Seal Coat Seal Application: Thoroughly mix materials and apply in the presence of the

onsite inspector. Failure to do so will be cause for rejection. Apply in accordance with manufacturer's written instructions.

a. The minimum application rate for each applied coat shall be 30gals per 1000 sq. ft. Two coats of sealcoat will be required.

b. Clean-Up and Precautions: As recommended by pavement sealer material manufacturer.

D. Asphalt Concrete Overlay Paving:

1. Comply with State Specifications, 39-6 except as modified below.
2. Grind or remove existing asphalt concrete paving at limits of overlay paving to provide a minimum 1 1/2" overlay thickness. Limits of grinding or removal shall be field verified to insure that finished paving surface will have a one percent minimum slope.
3. Thoroughly clean surface to remove vegetation, dirt, sand, gravel and water from surface and from cracks. Vegetation shall be treated 7 days prior to removal with an herbicide.
4. Cracks greater than 1 inch shall be filled with hot mix asphalt and rolled and compacted. Cracks less than one inch shall be filled with crack filler. Potholes shall be filled with hot-mix rolled and compacted. Contractor shall have Engineer approve crack and pothole repair prior to overlay. Provide leveling courses of hot mix asphalt as required to achieve finish grades shown on the drawings.

   a. Cracks less than one inch in width shall be level after curing. Contractor shall make multiple filling applications as necessary to achieve a level condition.

5. Place overlay when ambient air temperature is 40 degrees F. and rising, and when pavement is dry.
6. An asphalt tack coat shall be applied to existing surface area at a rate of 0.20 gallons per square yard. Application width shall be width of fabric plus 2 to 6 inches.
7. Place, spread and compact asphalt overlay to provide a minimum density of 95% of maximum theoretical unit weight as determined by California Test Method #304. Maximum variation 1/8" in 10' when measured with steel straight edge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. Minimum compacted overlay thickness 1 1/2 inches.

E. Pavement Marking: pavement markings shall be done only after the seal coat has thoroughly dried. Existing surfaces to be striped with traffic paint shall be cleaned of dust, dirt, grime, oil, rust or other contaminants which will impair the quality of work or interfere with proper bond of paint coats. Surfaces shall be thoroughly cleaned by whatever means necessary that will satisfactorily accomplish the purpose without damage to asphalt concrete. Provide measured layouts, temporary markings, templates, and other means necessary to provide required marking. Prepare and apply paint in accordance with manufacturer’s instructions; paint shall be applied by spray and shall achieve complete coverage free from voids and thin spots. Where indicated on the Drawings, paint parking stall strips, lettering, arrows, accessible symbols, playfield markings, etc. on asphalt concrete paving. Paint strips shall be 4 inches wide (except otherwise indicated) and applied with two (2) coats of herein specified Traffic Line Paint; white (except as otherwise specified or indicated).

1. Paints shall be delivered to the site in unopened containers.

   a. Paint shall not be diluted, or watered down.
   b. Paint shall be applied in 10-12 wet mil thickness (4-6 mil dried). Each coat thickness shall be verified by the project inspector.

2. International Accessible Symbol: Symbol shall be white figures on a blue background. Blue

shall be equal to PMS 293C. Lines and symbols shall be accurately formed and true to line and form; lines shall be straight and uniform in width. Painted edges shall be clean cut and free from raggedness, and corners shall be cut sharp and square. Tolerances: Apply striping within a tolerance 1/2 inch in 50 feet. Apply markings and striping to widths indicated with a tolerance of 1/4 inch on straight sections and 1/2 inch on curved sections.

F. Colors: As directed by Architect

G. Precast Concrete Bumpers: Install in location where shown, using steel rebar dowels, and epoxy.

3.04 DEFECTIVE ASPHALT;

Defective asphalt is as described below.

A. Exposed rock pockets on the finished surface that lack the # 8- #200 fines that is required per the sieve analysis.

B. Asphalt not placed to the design grades.

C. Asphalt that ponds water.

D. Asphalt that was compacted below the minimum required temperature and is cracked.

E. Asphalt that fails to meet the minimum compaction requirements.

F. Asphalt that lacks the minimum thickness required per plan.

G. New asphalt contaminated by a petroleum product, or spilled paint.

H. Asphalt that has depressions, cracks, scored divits from dumpster wheels, heavy equipment use, heavy construction products,

I. Asphalt placed on pumping, unstable sub-grades.

3.05 CLEANING

A. Refer to Section 01 74 00.

B. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.

C. Clean excess material from surface of all concrete walks and utility structures.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The Section describes the requirements for providing portland cement concrete paving, including accessibility ramps, sidewalks, accessible routes of travel, vehicular travel, drain structures, sewer structures, thrust blocks and for other non-structural or non-vehicular applications.

1.02 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01 45 00, Testing Lab Services.

B. Section 31 00 00, Earthwork.

1.04 QUALITY ASSURANCE

A. Use only new materials and products.

B. Use materials and products of one manufacturer whenever possible.

C. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

D. Sieve analysis from testing laboratories identifying rock/sand percentages within the concrete mix; or class 2 aggregate base shall have the current project name and project location identified on the report. Outdated analytical reports greater than 90 days old will not be accepted

1.05 SUBMITTALS

A. Refer to Section 13 33 00.

B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

C. Materials list: Submit to the Architect a complete list of all materials proposed to be used in this portion of the work. Submitted items should include but are not limited to sand, gravel, admixtures, surface treatments, coloring agents, sealers, fibers, cast-in-place accessories, forming and curing products and concrete mix designs.

D. With concrete submittal, provide documented history of mix design performance.

1.06 WARRANTY

A. Refer to General Conditions and Section 01 78 36.

1.07 REFERENCES AND STANDARDS

A. California Building Code, latest edition.

B. ACI Standards, ACI 211.1, ACI 318-14, ACI 302, IR-04, ACI 301-16, ACI 305R-10, ACI 306R-16, ACI 308-16.

C. ASTM C-94, Specification for Ready-Mixed Concrete.

D. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice (latest edition).

E. ASTM – American Society for Testing and Materials.

1.08 DELIVERY, STORAGE AND HANDLING

A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.

B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the work.

C. Transport, store and handle in strict accord with the manufacturer's written recommendations.

D. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

E. Store cement in weather tight building, permitting easy inspection and identification. Protect from dampness. Lumpy or stale cement will be rejected.

F. Aggregates: Prevent excessive segregation, or contamination with other materials or other sizes of aggregate. Use only one supply source for each aggregate stock pile.

1.09 TESTING

A. General: Refer to Section 01 40 00 – Quality Requirements.

1.10 ADEQUACY AND INSPECTION

A. Design, erect, support, brace and maintain formwork and shoring to safely support all vertical and lateral loads that might be applied until such loads can be carried by concrete.

B. Notify Inspector, Architect and DSA at least 48 hours prior to placing of concrete.

1.11 PROTECTION

A. Finish surfaces shall be protected at all times from concrete pour. Inspect forming against such work and establish tight leak-proof seal before concrete is poured. Finish work damaged, defaced or vandalized during the course of construction shall be replaced by contractor at contractor expense.

1.12 FIELD MEASUREMENTS

A. Make and be responsible for all field dimensions necessary for proper fitting, slopes and completion of work. Report discrepancies to Architect before proceeding.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Cement: Portland cement, ASTM C150, Type II, per ACI 318-14 Section 26.4.

B. Concrete Aggregates: Normal weight aggregates shall conform to ASTM C33, except as modified by this section. Combined grading shall meet limits of ASTM C33. Lightweight aggregate shall conform to ASTM C330, suitably processed, washed and screened, and shall consist of durable particles without adherent coatings.

C. Water: Clean and free from deleterious amounts of acids, alkalis, scale, or organic materials and per ACI 318-14 Section 26.4.1.3.1.

D. Fly Ash: Western Fly Ash, conforming to ASTM C618 for Class N or Class F materials (Class C is not permitted). Not more than 15% (by mass) may be substituted for portland cement.

E. Water Reducing Admixture: Admixture to improve placing, reduce water cement ratio, and ultimate shrinkage may be used. Provide WRDA 64 by Grace Construction Products or approved equal. Admixture shall conform to ASTM C494 and ACI 318-14 Section 26.4.1.4.19(a). Such admixture must receive prior approval by the Architect, Structural Engineer, and the Testing Lab, and shall be included in original design mix.

F. Air-entraining Admixture: Daravair 1000 by Grace Construction Products or approved equal. Admixture must conform to ASTM C260 and ACI 318-14, section 26.4.1.4.

G. Surface Retarder (for exposed aggregate finishes): Rugasol-S by Sika Corporation or approved equal.

H. Form Coating: Material which will leave no residue on concrete surface that will interfere with surface coating, as approved by the Architect.

I. Reinforcement Bars: New billet steel deformed bars conforming to requirements of ASTM A615 or ASTM A706; Grade 60. Dowels for installation through expansion joints or construction joints to existing sidewalks or concrete features shall be smooth or shall be sleeved on one end for slippage.

J. Wire Mesh: 6”x6” #10 W.W.F. in 5’x10’ flat sheets. 6”x6” #10 wire rolls will not be accepted. Wire mesh is only acceptable as reinforcing in selection locations to be specifically noted on plans. It shall not be used for general pavement reinforcing.

K. Reinforcing supports: Galvanized metal chairs or spacers or metal hangers, accurately placed 3’-0” O.C.E.W. Staggered and each support securely fastened to steel reinforcement in place. Bottom bars in footings may be supported with 3” concrete blocks with embedded wire ties. Concrete supports without wire ties will not be allowed.

H. Truncated Domes: Vitrified Polymer Composite (VPC), Cast-In-Place Detectable/Tactile Warning Surface Tiles; “Armor-Tile”, “Access Tile Tactile Systems”, or approved equal. Tiles shall comply with Americans with Disabilities Act and the California Code of Regulations (CCR) Title 24, Part 2, Chapter 11B (dome spacing shall be 2.35”). Install tiles as recommended by manufacturer. Detectable warning surface shall be yellow and approximate 33538 of SAE AMS-STD-595A.

L. Curing Compound (for exterior slabs only): Burke Aqua Resin Cure by Burke by Edoco, 1100 Clear by W.R. Meadows or accepted equal. Water based membrane-forming concrete curing compound meeting ASTM C 309 and C1315.

M. Concrete Bonding Agent: Weld-Crete by Larson Products Corp., Daraweld C by Grace Construction Products or accepted equal.

N. Patching Mortar: Meadow-Crete GPS, one-component, trowel applied, polymer enhanced, shrinkage-compensated, fiber reinforced, cementitious repair mortar for horizontal, vertical and overhead applications as manufactured by W.R. Meadows or accepted equal.

O. Non-shrink Grout: Masterflow 713 Plus by Master Builders or approved equal. Premixed,non-metallic, no chlorides, non-staining and non-shrinking per CRD-C621, Corps of Engineers Specification and ASTM C 1107, Grades B and C.

P. Aggregate Base: Class 2 AB per Caltrans specification section 26-1.02A.

Q. Expansion Joint Material: Preformed 3/8" fiber material, full depth of concrete section, with bituminous binder manufactured for use as concrete expansion joint material, as accepted by the Architect.

R. Joint sealant for expansion joints: Single component silicone sealant, Type S, ASTM D5893.

1. Reference Standard: ASTM C920, Grade P, Class 25, Use T.
2. Dow Corning 890-SL (self-leveling) Silicone, or accepted equal.
3. Dow Corning 888-NS (non-sagging) Silicone, at slopes exceeding 5%. May not be used at asphalt surfaces.
4. Color: Custom color as selected by Architect.

S. Pre- Formed plastic Expansion Joint; W.R. Meadows 3/8” “Snap Cap”, Tex-Trude expansion joint cap, or an approved equal.

T. Adhesive Anchoring (Epoxy): Hilty HIT-HY 200 Safe Set, or approved equal.

2.02 CONCRETE DESIGN AND CLASS

A. Class “B”: Concrete shall have 1" max. size aggregate, shall have 3000 psi min. at 28 day strength with a maximum water to cementitious ratio no greater than 0.50. Use for exterior slabs, including walks, vehicular paved surfaces, manhole bases, poured-in-place drop inlets, curbs, valley gutters, curb & gutter and other concrete of like nature.

B. Slump Limits: Provide concrete, at point of final discharge, of proper consistency determined by Test Method ASTM C143 with a slumps of 4" plus or minus 1".

C. Mix Design: All concrete used in this work will be designed for strength in accordance with provisions of ASI 318-14 Section 26.4. Should the Contractor desire to pump concrete, a modified mix design will need to be submitted for review. Fly ash may be used in concrete to improve workability in amounts up to 15% of the total cementitious weight.

D. Air Entrainment; Per the Local Jurisdiction minimum requirements, or 3% minimum.

2.03 MIXING OF CONCRETE

A. Conform to requirements of CBC, Chapter 19A.

B. All concrete shall be mixed until there is uniform distribution of material and mass is uniform and homogenous; mixer must be discharged completely before the mixer is recharged.

C. Concrete shall be Ready-mixed Concrete.

1. Placement of concrete shall occur as rapidly as possible after batching and in a manner which will assure that the required quality of the concrete is maintained. In no case may concrete be placed more than 90 minutes from batch time.
2. Water may be added to the mix only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded. In no case shall more than 10 gallons of water shall be added to a full 9 yard load, or 1 gal. per yard on remaining concrete within the drum providing load tag indicates at time of mixing at plant will allow for additional water.

2.04 MATERIALS TESTING

A. Testing of concrete shall be performed per article 3.12 of this specification.

2.05 EQUIPMENT

A. Handling and mixing of concrete: Project Inspector may order removal of any equipment which in his opinion is insufficient or in any way unsuitable.

PART 3 - EXECUTION

3.01 APPROVAL OF FORMS AND REINFORCEMENTS

A. Forms and reinforcements are subject to approval by the Project Inspector, and notice of readiness to place first pour shall be given 48 hours prior to placement of concrete. Before placing concrete, clean tools, equipment and remove all debris from areas to receive concrete. Clean all reinforcing and other embedded items off all coatings oil, and mud that may impair bond with concrete.

B. All reinforcing steel and W.W.F. (if specified) shall be adequately supported by approved devices on centers close enough to prevent any sagging.

C. All reinforcing bar lap splices shall be staggered a minimum of 5 ft.

D. If specified, W.W.F. shall be lapped a minimum of 6” on each side of sheets and 12” on each end. Laps shall be wired together 2ft on center maximum spacing. End laps shall be staggered 2’-0” minimum from adjacent reinforcement.

E. Additional reinforcing steel shall be placed around all utility boxes, valve boxes, manhole frames and covers that are located within the concrete placements.

1. The bars shall be placed so that there will be a minimum of 1 ½” clearance and a maximum of 3” clearance. The reinforcing steel shall be placed mid-depth of concrete slab.

F. At all right angles or intersections of concrete walks, additional 2’x2’ #5, 90 degree bars shall be added at all inside corners for additional crack control. The bars shall be placed 2” from concrete forms and supports at mid-depth of slab.

3.02 PROTECTION

A. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.

B. In the event of damage, make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.

C. Sub-Grade in vehicular concrete paved areas: Subgrade shall be clean, shaped and compact to hard surface free from elevations or depressions exceeding 0.05’ in 10' from true plan. Compact per Section 31 00 00. Compaction and moisture content shall be verified immediately prior to placement of concrete. Proof roll subbase in presence of geotechnical engineer prior to placement of aggregate base.

3.03 CLEANING

A. Reinforcement and all other embedded items at time of placing concrete to be free of rust, dirt oil or any other coatings that would impair bond to concrete.

B. Remove all wood chips, sawdust, dirt, loose concrete and other debris just before concrete is to be poured. Use compressed air for inaccessible areas. Remove all

standing water from excavations.

3.04 FORMING

A. Form material shall be straight, true, sound and able to withstand deformation due to loading and effects of moist curing. Materials which have warped or delaminated, or require more than minor patching of contact surfaces, shall not be reused.

B. Build forms to shapes, lines, grades and dimensions indicated. Construct form work to maintain tolerances required by ACI 301. Forms shall be substantial, tight to prevent leakage of concrete, and properly braced and tied together to maintain position and shape. Butt joints tightly and locate on solid backing. Chamfer corners where indicated. Form bevels, grooves and recesses to neat, straight lines. Construct forms for easy removal without hammering, wedging or prying against concrete.

C. Space clamps, ties, hangers and other form accessories so that working capacities are not exceeded by loads imposed from concrete or concreting operations.

D. Build openings into vertical forms at regular intervals if necessary to facilitate concrete placement, and at bottoms of forms to permit cleaning and inspection.

E. Build in securely braced temporary bulkheads, keyed as required, at planned locations of construction joints.

F. Slope tie-wires downward to outside of wall.

G. Brace, anchor and support all cast-in items to prevent displacement or distortion.

H. During and immediately after concrete placing, tighten forms, posts and shores. Readjust to maintain grades, levels and camber.

I. Concrete paving, Curbs, Curb and Gutters, Ramps:

1. Expansion Joints: Install at locations indicated, and so that maximum distance between joints is 20’ for exterior concrete unless otherwise shown. Expansion joint material shall be full depth of concrete section. Recess for backer rod and sealant where required. Expansion joints shall not exceed ¼ inch depth measured from finish surface to top of felt or sealant, and ½ inch width.
2. Curbs, Valley Gutter, and Curb & Gutter: Install expansion joints at 60’ on center, except when placing adjacent to concrete walks, the expansion joints shall align with the expansion joints shown for the concrete walks. Expansion joint material shall be full depth of concrete section. Recess for backer rod and sealant will be required.
3. Isolation Joints: 3/8” felt between walls and exterior slabs or walks so that paved areas are isolated from all vertical features, unless specifically noted otherwise on plans.
4. Exterior Concrete Paving: Install expansion joints at 20’ on center maximum, both directions, unless shown otherwise on plans.
5. Ramps; whether shown or not all ramps shall have control joints and expansion joints.

a. Control joints on ramps shall be aligned and be placed in between with the vertical posts for the handrails. The curbs, if required shall have control joints that align with the handrail posts.
b. Expansion joints shall be placed at the upper, intermediate, and bottom landings.

3.05 FORM COATING

A. Before placement of reinforcing steel, coat faces of all forms to prevent absorption of moisture from concrete and to facilitate removal of forms. Apply specified material in conformance with manufacturer's written directions.

B. Before re-using form material, inspect, clean thoroughly and recoat.

C. Seal all cut edges.

3.06 INSTALLATION

A. General: Reinforcement shall be accurately placed at locations indicated on the drawings within required tolerances and providing required clearances. Reinforcement shall be secured prior to placement of concrete such that tolerances and clearances are maintained. Coverage shall be in accordance with Section 1907A.7 of the CBC. Keep a person on the job to maintain position of reinforcing as concrete is placed. Reinforcement must be in place before concreting is begun. Install dowels as shown on drawings. Give notice whenever pipes, conduits, sleeves, and other construction interferes with placement; obtain method of procedure to resolve interferences. All expansion and construction joints in concrete shall have dowels of size and spacing as shown, or as approved by Architect.

B. Placing Tolerances:

1. Per ACI 301 or CRSI/WCRSI Recommended Practice for Placing Reinforcing Bars, unless otherwise shown.
2. Clear distance between parallel bars in a layer shall be no less than 1”, the maximum bar diameter not 1 ½ times the maximum size of coarse aggregate.

C. Splices:

1. General: Unless otherwise shown on drawings, splice top reinforcing at midspan between supports, splice bottom reinforcing at supports and stagger splices at adjacent splices 5 foot minimum. Bar laps shall be wired together. Reinforcing steel laps shall be as follows:
   a. Lap splices in concrete: Lap splice lengths shall not be less than 62 bar diameter for No. 5 bar, 56” minimum for No. 6 bars. No. 4 bar shall have a minimum of 24” splice. 93 bar diameters for No. 7 bars and larger.
   b. All splices shall be staggered at 5 feet minimum.

3.07 INSPECTION

A. Slope of concrete forms and finish condition shall be checked with a two foot (2') digital level.

3.08 PLACING OF CONCRETE

A. Adjacent finish surfaces shall be protected at all times during the concrete pour and finishing. Verify that all formwork is tight and leak-proof before concrete is poured. Finish work defaced during the concrete pour and finishing shall be replaced at no extra cost to the owner.

B. Transport concrete from mixer to place of final deposit as rapidly as practicable by methods which will prevent separation or loss of ingredients. Deposit as close as practicable in final position to avoid re-handling or flowing. Partially hardened concrete must not be deposited in work. Concrete shall not be wheeled directly on top of reinforcing steel.

C. Placing: Once started, continue concrete pour continuously until section is complete between predetermined construction joints. Prevent splashing of concrete onto adjacent forms or reinforcement and remove such accumulation of hardened or partially hardened concrete from forms or reinforcement before work proceeds in that area. Free fall of concrete shall not to exceed 4'-0" in height. If necessary, provide lower openings in forms to inject concrete and to reduce fall height.

D. Remove form spreaders as placing of concrete progresses.

E. Place footings as monolithic and in one continuous pour.

F. Keep excavations free of standing water, but moisture condition sub-grade before concrete placement.

G. Compacting: All concrete shall be compacted by mechanical vibrators. Concrete shall be thoroughly worked around reinforcement and embedded fixtures and into corners of forms. Vibrating shall not be applied to concrete which has already begun to initially set nor shall it be continued so long as to cause segregation of materials.

H. Concrete Flatwork:

1. All flatwork shall be formed and finished to required line and grades. Flatwork shall be true and flat with a maximum tolerance of 1/8" in 10' for flatness. Flatwork which is not flat and are outside of the maximum specified tolerances shall be made level by the Contractor at no additional expense to the Owner.

2. Concrete vibrator shall be used to assist concrete placement. Contractor shall have spare concrete vibrator on site during concrete placement.

I. Placing in hot weather: Comply with ACI 305R-10. Concrete shall not exceed 95 degrees F at time of placement. Concrete shall be delivered, placed and finished in a sufficiently short period of time to avoid surface dry checking. Concrete shall be kept wet continuously after tempering until implementation of curing compound procedure in accordance with this specification.

J. Placing in cold weather: Comply with ACI 306R-16. Protect from frost or freezing. No antifreeze admixtures are permitted. When deposited concrete during freezing or near-freezing weather, mix shall have temperature of at least 50 degrees F but not more than 90 degrees F. Concrete shall be maintained at temperature of at least 50 degrees F for not less than 72 hours after placing or until it has thoroughly hardened. Provide necessary thermal coverings for any flat work exposed to freezing temperatures.

K. Horizontal construction joint: Keep exposed concrete face of construction joints continuously moist from time of initial set until placing of concrete; thoroughly clean contact surface by chipping entire surface not earlier than 5 days after initial pour to expose clean hard aggregate solidly embedded, or by approved method that will assure equal bond, such as green cutting. If contact surface becomes contaminated with soil, sawdust or other foreign matter, clean entire surface and re-chip entire surface to assure proper adhesion.

3.09 CONCRETE FINISHES

A. Concrete Slab Finishing: Finish slab as required by ACI 302.1R. Use manual screeds, vibrating screeds to place concrete level and smooth. Use tools designed for the purpose of forcing the course aggregate below the surface leaving a thick layer of mortar 1 inch in thickness. Surface shall be free from trowel marks, depressions, ridges or other blemishes. Tolerance for flatness shall be 1/8" in 10'. Provide final finish as follows:

1. Flatwork, medium broom finish: Typical finish to be used at all exterior walks and stairs.
2. Ramps, heavy broom finish: Concrete surfaces with slope greater than 5% including all ramps. Brooming direction shall run perpendicular to slope to form non-slip surface
3. Under no circumstances can water be added to the top surface of freshly placed concrete.

B. Curb Finishing: Steel trowel.

C. Joints and Edges: Mark-off exposed joints, where indicated, with ¼” radius x 1” deep jointer or edging tool. Joints to be clean, cut straight, parallel or square with respect to concrete walk edge. Tool all edges of exposed expansion and contraction joints, walk edges, and wherever concrete walk adjoins other material or vertical surfaces.

1. The expansion joints shall be full depth as shown in the plan details. Failure to do so will result in non-compliance and shall be immediately machine cut by the contractor at his expense.

D. Exposed Concrete Surface Finishing (not including top surface of flatwork): Remove fins and rough spots immediately following removal of forms from concrete which is to be left exposed. Damaged and irregular surfaces and holes left by form clamps and sleeves shall be patched with grout. Tie wires are to be removed to below exposed surface and holes pointed up with neat cement paste similar to procedure noted under "Patching" below. Removal of tie wires shall extend to distance of 2"

below established grade lines. Ends of tie wires shall be cut off flush at all other, unexposed locations. Care shall be taken to match adjacent finishes of exposed concrete surface. After patching, all concrete that is to remain exposed, shall be sacked with a grout mixture of 1-part cement, 1 1/2- parts fine sand and sufficient water to produce a consistency of thick paint. After first wetting the concrete surface, apply mixture with a brush and immediately float entire surface vigorously using a wood float. Keep damp during periods of hot weather. When set, excess grout shall be scraped from wall with edge of steel trowel, allowed to set for a time, then wiped or rubbed with dry burlap. Entire finishing operation of any area shall be completed on the same day. This treatment shall be carried to 4" below grade, and all patching and sacking shall be done immediately upon removal of the forms.

E. Stair Treads and Risers: Tool exterior stair tread nosing per ADA requirements and as detailed. Paint or stain tooled area at every stair tread nosing or as detailed. Stair tread nosing shall contain no pockets, voids or spalls. Patching is not allowed. Damaged nosing shall be replaced.

3.10 CURING

A. Flatwork/Variable Height Curbs, Curb and gutter, Valley Gutter: Cure utilizing Curing Compound. If applicable, the Contractor shall verify that the approved Curing Compound is compatible with the approved colorant system. Upon completion of job, wash clean per manufacturer's recommendations.

1. Curing compound shall be applied in a wet puddling application. Spotty applications shall be reason for rejection and possibly concrete removal and replacement at the contractor's expense with no compensation from the owner.

B. No Curing Compound shall be applied to areas scheduled to receive resilient track surface including, curbs, ramps, run ways, etc.

3.11 DEFECTIVE CONCRETE

A. Determination of defective concrete shall be made by the Architect or Engineer. His opinion shall be final in identifying areas to be replaced, repaired or patched.

B. The Owner reserves the right to survey the flatwork, if it is determined to be outside of the maximum tolerance for flatness. If the flatwork is found to be out of tolerance, then the Contractor will be required to replace concrete. The Contractor will be responsible for reimbursing the Owner for any surveying costs incurred. Determination of flatwork flatness, surveying and any remedial work must be completed far enough in advance so that the project schedule is maintained, delays are avoided and the new flatwork or flatwork repairs are properly cured.

C. As directed by Architect, cut out and replace defective concrete. All defective concrete shall be removed from the site. No patching is to be done until surfaces have been examined by Architect and permission to begin patching has been provided.

D. Permission to patch any area shall not be considered waiver of right, by the Owner, to require removal of defective work, if patching does not, in opinion of Architect,

satisfactorily restore quality and appearance of surface.

E. Defective concrete is:

1. Concrete that does not match the approved mix design for the given installation type.
2. Concrete not meeting specified 28-day strength.
3. Concrete which contains rock pockets, voids, spalls, transverse cracks, exposed reinforcing, or other such defects which adversely affect strength, durability or appearance.
4. Concrete which is incorrectly formed, out of alignment or not plumb or level.
5. Concrete containing embedded wood or debris.
6. Concrete having large or excessive patched voids which were not completed under Architect's direction.
7. Concrete not containing required embedded items.
8. Excessive Shrinkage, Traverse cracking, Crazing, Curling; or Defective Finish. Remove and replace if repair to an acceptable condition is not feasible.
9. Concrete that is unsuitable for placement or has set in truck drum for longer than 90 minutes from the time it was batched.
10. Expansion joint felt that is not isolating the full depth of the concrete section, and recessed as required for backer rod and sealant where required.
11. Concrete that is excessively wet or excessively dry and will not meet the minimum or maximum slump required per mix design.
12. Finished concrete with oil stains from equipment use, and or rust spots that cannot be removed.
13. Control joints (weakened planed joints) that do not meet the required minimum depth shown on the drawings.

F. Patching: Install specified Patching Mortar per manufacturer's recommendations. REPAIRS TO DEFECTIVE CONCRETE WHICH AFFECT THE STRENGTH OF ANY STRUCTURAL CONCRETE MEMBER OR COMPONENT ARE SUBJECT TO APPROVAL BY THE ARCHITECT AND DSA.

3.12 CONCRETE TESTING

A. Comply with CBC Section 1903A, 1905A.1.16, 1910A and 1705A.3 and as specified in B. below. Costs of tests will be borne by the Owner.

B. Four identical cylinder samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, or not less than once for each 50 cubic yards of concrete, or not less than once for each 2,000 square feet of surface area for slabs or walls. In addition, samples for strength tests for each class of concrete shall be taken for seven-day tests at the beginning of the concrete work or whenever the mix or aggregate is changed.

C. Strength tests will be conducted by the Testing Lab on one cylinder at seven (7) days and two cylinders at twenty-eight (28) days. The fourth remaining cylinder will be available for testing at fifty-six (56) days if the 28-day cylinder test results do not

meet the required design strength.

D. On a given project, if the total volume of concrete is such that the frequency of testing required by paragraph B. above would provide less than five strength tests for a given class of concrete, tests shall be made from at least five randomly selected batches or from each batch if fewer than five batches are used.

E. Cost of retests and coring due to low strength or defective concrete will be paid by Owner and back-charged to the Contractor.

F. Each truck shall be tested for slump before concrete is placed.

3.13 REMOVAL OF FORMS

A. Remove without damage to concrete surfaces.

B. Sequence and timing of form removal shall insure complete safety of concrete structure.

C. Forms shall remain in place for not less than the following periods of time. These periods represent cumulative number of days during which temperature of air in contact with concrete is 60 degrees F and above.

1. Vertical forms of foundations, walls and all other forms not covered below: 5 days.
2. Slab edge screeds or forms: 7 days.
3. Concrete columns and beam soffits: 28 days.

D. Concrete shall not be subjected to superimposed loads (structure or construction equipment) until it has attained its full design strength and not for a period of at least 21 days after placing. Concrete systems shall not be subjected to construction loads in excess of design loads.

3.14 CLEANING

A. Refer to Section 01 74 00.

B. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.

C. Clean excess material from surface of all concrete walks and utility structures.

D. Power wash all concrete surfaces to remove stains, dried mud, tire marks, and rust spots.

END OF SECTION

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PART 1 - GENERAL

1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01 50 00, Construction Facilities and Temporary Controls.

B. Section 31 23 33, Trenching and Backfilling.

C. Section 32 12 00, Asphalt Concrete Paving.

D. Section 32 16 00, Site Concrete

1.03 QUALITY ASSURANCE

A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.

B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

C. The representatives of the Owner’s testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner’s testing lab representatives nor the testing by the Owner’s testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting inadequate compaction is the sole responsibility of the contractor.

D. Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction are the responsibility of the contractor.

1.04 SUBMITTALS

A. Refer to Section 01 33 00.

B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

1.05 WARRANTY

A. Refer to General Conditions and Section 01 78 36.

1.06 REFERENCES AND STANDARDS

A. ANSI/ASTM D698-00 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.

B. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ANSI/ASTM D1557-02 - Test Methods for Moisture-Density Relations of Soils and Soil-

Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.

D. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).

E. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.

F. CALTRANS Standard Specifications.

G. CAL-OSHA, Title 8, Section 1590 (e).

H. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

I. California Plumbing Code current edition.

1.07 DELIVERY, STORAGE AND HANDLING

A. Transport, store and handle in strict accord with the local jurisdiction.

B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

1.08 PROJECT CONDITIONS

A. Existing civil, mechanical and electrical improvements are shown on respective site plans to the extent known. Should the Contractor encounter any deviation between actual conditions and those shown, he is to immediately notify the Architect before continuing work.

1.09 EXISTING SITE CONDITIONS

A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

1.10 PROTECTION

A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.

B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

C. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

D. Provide shoring, sheeting, sheet piles and/or bracing to prevent caving, erosion or gullying of sides of excavation.

E. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to provide pumps and all equipment necessary to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.

F. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.

G. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

H. Trees: Carefully protect existing trees that are to remain.

1.11 SEASONAL LIMITS

A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.

1.12 TESTING

A. General: Refer to Section 01 40 00 – Quality Requirements.

B. Geotechnical Engineer: Owner is retaining a Geotechnical Engineer to determine compliance of fill with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except those costs incurred for re-tests or re-inspection will be paid by Owner and backcharged to Contractor.

1.13 RECORD DRAWINGS

A. Keep a daily record of all pipe placed in ground, verified by Project Inspector.

B. Upon completion of this Contract, furnish one tracing showing all outside utility lines, piping, etc., installed under this Contract. Locate and dimension all work with reference to permanent landmarks.

C. All symbols and designations used in preparing "RECORD" drawings shall match those used in Contract drawings.

D. Properly identify all stubs for future connections, as to location and use, by setting of concrete marker at finished grade in the manner suitable to Architect.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Pipe: Use one of the following, unless noted on the Drawings otherwise.

1. Polyvinyl Chloride Pipe (PVC): SDR35 conforming to ASTM D3034 with elastomeric joints conforming to ASTM D3212. Sun damaged pipe will be rejected.

2. High density polyethylene pipe (HDPE): The pipe shall be corrugated exterior/smooth interior pipe and water tight per ASTM D3212 with dual wall water tight gasket fittings.

B. Perforated Pipe (for subdrains): Shall be ADS N12 pipe, 3 hole, ASTM F 405, AASHTO M 252; PVC ASTM D3034 SDR-35 storm drain pipe

C. Manhole: Shall be as shown on the drawing details.

D. Drop Inlet: Shall be as shown on the drawing details.

E. Curb Inlet: Shall be as shown on the drawing details.

F. Mortar: For pipe connections to concrete drainage structures, conform to ASTM C270 type N mortar. Place within one half hour after adding water.

G. Crushed Rock: Imported washed crushed rock. Minimum 100% passing 3/4 inch sieve.

H. Trench drain: Polycast, Polydrain or equal and as shown on drawings.

I. Area Drains: Shall be as shown on the drawing details.

J. Floor Drains: Shall be as shown on the drawing details.

K. Clean-outs: Shall be as shown on the drawing details.

L. Planter drains: Shall be as detailed on the drawing details.

M. Filter Fabric: Mirafi 140N.

PART 3 - EXECUTION

3.01 INSPECTION LAYOUT AND PREPARATION

A. Prior to installation of the work of this Section, carefully inspect and verify by field measurements that installed work of all other trades is complete to the point were this installation may properly commence

B. Layout all work, establish grades, locate existing underground utilities, set markers and stakes, setup and maintain barricades and protection facilities; all prior to beginning actual earthwork operations. Layout and staking shall be done by a licensed Land Surveyor or Professional Civil Engineer.

C. Verify that specified items may be installed in accordance with the approved design.

D. In event of discrepancy, immediately notify Owner and the Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

3.02 INSTALLATION

A. General: Installation shall be in strict conformance with referenced standards, the manufacturer's written directions, as shown on the drawings and as herein specified.

B. Verify invert elevations at points of connection to existing systems prior to any excavation. If

invert elevations differ from that shown on drawings, notify Architect immediately.

C. Excavation and Bedding:

1. General: Trench straight and true to line and grade with bottom smooth and free of irregularities or rock points. Trench width in accordance with pipe manufacturer's recommendations and as per the drawings. Follow manufacturer's recommendations for use of each kind and type of pipe.
2. Bedding: Provide bedding as detailed on plans for the full length of the pipe. Bedding shall have a minimum thickness beneath the pipe of 4" or 1/8 the outside diameter of the pipe, which ever is greater. Provide bell holes and depressions for pipe joints only of size required to properly make joint.
3. If the trenches for the site drainage fall within areas to be lime treated, the piping shall be installed prior to any lime treatment operations.

    a. If additional piping is added to previously lime treated areas, the contractor shall backfill the trench with class 2 aggregate base and compact to 95%.

D. Laying of Pipe:

1. General: Inspect pipe prior to placing. Set aside any defective or damaged material. Do not place pipe in water nor place pipe when trenches or weather are unsuitable. Lay pipe upgrade, true to line and grade.
2. Bell and Spigot Joints: Lubricate inside of bells and outside of spigots with soap solution or as recommended by manufacture. Wedge joints tight. Bell of bell and spigot pipe to be pointed upgrade.
3. Pipe shall be bedded uniformly throughout its length.
4. Pipe elevation shall be within 0.02 feet of design elevation as shown on plans.
5. Off Site Work: All work beyond the property lines shall be done in strict conformance with the requirements of the governing agency.

E. Backfilling:

1. General: Do not start backfill operations until required testing has been accomplished.
2. Trenches and Excavations: Backfill with material as detailed on plans, filling both sides of the pipe at the same time, carefully tamping to hold pipe in place without movement. Refer to Section 31 23 33 – TRENCHING AND BACKFILLING for fill above this layer.

F. Grouting of Pipes: Grout pipes smooth and water tight at drop inlet, manholes, and curb inlets. Grout back side of hood at curb inlets all grouting shall be smooth and consistent.

G. Off Site Work: All work beyond the property lines shall be done in strict conformance with the requirements of the local agency.

H. Cutting and Patching: Remove and replace existing surface features per applicable specification section (i.e. asphaltic concrete or concrete paving) where pipe is installed in areas of existing improvements.

3.03 TOLERANCES

A. Storm Drain structure grates

1. In landscape and lawn areas +- 0.05'.
2. In sidewalk and asphalt pavement +-0.025'.
3. In curb and gutter application +-0.0125'.

B. Cleanout Boxes and Lids

1. In landscape areas; 0.10 higher than surrounding finish grade, +-0.05'.
2. In sidewalks and asphalt pavement; Flush with surrounding finish grade, +-0.025'.

3.03 DEWATERING

A. Contractor to provide trench dewatering as necessary, no matter what the source is, at no additional cost to the owner.

B. If the previously excavated material from trenching is too wet to achieve trench backfill compaction the contractor shall make a reasonable effort to aerate and dry the material per section 31 00 00, 3.08, B

3.04 FLUSHING

A. The Contractor shall thoroughly ball and flush the storm drain system to remove all dirt and debris. Discharge water to an approved location.

3.05 CLEANING

A. Refer to Section 01 74 00.

B. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.

C. Clean the dirt, rocks, and debris from all storm drain inlets, structures, and connecting pipes.

END OF SECTION